

"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

Resolution Honoring former Mayor Rob Kalman for his Dedicated Service to the City of Keego Harbor

At a regular meeting of the City Council of the City of Keego Harbor, Oakland County, Michigan, held in Council Chambers on the 16th day of July, 2026, the following resolution was moved and unanimously supported:

WHEREAS, Rob Kalman was first elected to the Keego Harbor City Council in 2009, dedicating more than 16 years of public service to the residents of Keego Harbor as a Councilmember, Mayor, and Mayor Pro Tem; and

WHEREAS, throughout his years of service, Rob earned the respect of residents, fellow elected officials, City staff, and community partners through his thoughtful leadership, positive outlook, and unwavering commitment to improving the quality of life for the people of Keego Harbor; and

WHEREAS, Rob consistently championed a vision of Keego Harbor as a thriving destination within the region, believing that the City's greatest opportunities lay in thoughtful revitalization, modern and impactful municipal services, and a long-term commitment to positive economic growth, while preserving the close-knit character that makes Keego Harbor unique; and

WHEREAS, Rob believed that even the smallest city could pursue ambitious goals through collaboration, innovation, and a shared commitment to public service, inspiring others to see opportunities where others saw challenges; and

WHEREAS, his optimistic spirit, approachable leadership style, and genuine love for the Keego Harbor community encouraged residents to become engaged, celebrate their hometown, and embrace a shared vision for its future; and

WHEREAS, although his service on the City Council has concluded, the lasting impact of his leadership will endure through the projects he advanced, the optimism he inspired, and the shared belief that Keego Harbor's best days are still ahead—a vision he tirelessly championed throughout his years of public service; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Keego Harbor hereby express their sincere gratitude and appreciation to former Mayor Rob Kalman for his many years of faithful service, steadfast leadership, and enduring commitment to the residents of Keego Harbor.

User: Goodall

CHECK NUMBERS 65650 - 65685

DB: Keego Harbor

| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount |
|-----------------------------|-------|-------|------------|-------------------------------------|-------------------------------------|-----------|
| Bank APCHS ACCOUNTS PAYABLE | | | | | | |
| 06/03/2026 | APCHS | 65650 | AT & T | AT & T | MAY-JUNE PHONE & INTERNET | 235.55 |
| 06/03/2026 | APCHS | 65651 | MISC | CASTELL | CITY MANAGER OFFICE FURNITURE | 1,270.59 |
| 06/03/2026 | APCHS | 65652 | CARDMEMBER | CHASE CARD SERVICES | MAY CARD CHARGES | 1,049.99 |
| 06/03/2026 | APCHS | 65653 | MISC | CITY OF BIRMINGHAM | MIDC LOCAL SHARE FY2526 | 297.44 |
| 06/03/2026 | APCHS | 65654 | CRWC | CLINTON RIVER WATERSHED COUNCIL | STORMWATER EDUCATION 4/26-4/27 | 1,000.00 |
| 06/03/2026 | APCHS | 65655 | HILLS, DAV | DAVE HILLS | MAY INSPECTIONS | 2,225.00 |
| 06/03/2026 | APCHS | 65656 | DTE ENERGY | DTE ENERGY | FRAN LEAF PARK APRIL-MAY | 17.41 |
| 06/03/2026 | APCHS | 65657 | DTE ENERGY | DTE ENERGY | VETERANS MEMORIAL APRIL-MAY | 25.46 |
| 06/03/2026 | APCHS | 65658 | DTE ENERGY | DTE ENERGY | 1768 CLF APRIL-MAY | 64.02 |
| 06/03/2026 | APCHS | 65659 | DTE ENERGY | DTE ENERGY | 1765 CLF APRIL-MAY | 71.36 |
| 06/03/2026 | APCHS | 65660 | DTE ENERGY | DTE ENERGY | SUNSET PARK APRIL-MAY | 17.41 |
| 06/03/2026 | APCHS | 65661 | DTE ENERGY | DTE ENERGY | ROSE SORTOR PARK APRIL-MAY | 23.04 |
| 06/03/2026 | APCHS | 65662 | DTE ENERGY | DTE ENERGY | DPW APRIL-MAY | 631.93 |
| 06/03/2026 | APCHS | 65663 | DTE ENERGY | DTE ENERGY | CITY HALL APRIL-MAY | 764.22 |
| 06/03/2026 | APCHS | 65664 | MISC | EAGLE EYE PARKING LOT SWEEPING, INC | STREET SWEEP CASS LAKE ROAD | 697.50 |
| 06/03/2026 | APCHS | 65665 | FISH WINDO | FISH WINDOW CLEANING | CITY HALL WINDOW CLEANING SERVICES | 100.00 |
| 06/03/2026 | APCHS | 65666 | HARBORGPX | HARBOR GRAPHX | INDOOR SIGNS FOR CITY HALL | 160.00 |
| 06/03/2026 | APCHS | 65667 | HOME DEPOT | HOME DEPOT CREDIT SERVICES | APRIL-MAY DPW PURCHASES | 182.31 |
| 06/03/2026 | APCHS | 65668 | J&J TOWING | J & J AUTO REPAIR | CODE VEHICLE REPLACEMENT BATTERY | 342.91 |
| 06/03/2026 | APCHS | 65669 | J&J TOWING | J & J AUTO REPAIR | 19-2 OIL CHANGE | 125.46 |
| 06/03/2026 | APCHS | 65670 | MISC | JAY S. WITHERELL, PH.D. | PRE-EMPLOYMENT PSYCHOLOGICAL EVAL | 500.00 |
| 06/03/2026 | APCHS | 65671 | ROSS, JOEL | JOEL ROSS | CITY HALL MURAL BOARDS | 14.82 |
| 06/03/2026 | APCHS | 65672 | BORYCZ | KEN BORYCZ | MAY INSPECTIONS | 150.00 |
| 06/03/2026 | APCHS | 65673 | KMH | KMH CLEANING SERVICES | CITY HALL CLEANING SERVICES MAY | 540.00 |
| 06/03/2026 | APCHS | 65674 | MCKENNA | MCKENNA | APRIL PROFESSIONAL SERVICES | 5,200.00 |
| 06/03/2026 | APCHS | 65675 | MCKENNA | MCKENNA | APRIL MASTER PLAN | 2,925.00 |
| 06/03/2026 | APCHS | 65676 | MML WC | MML WORKERS' COMP FUND | 2026-2027 POLICY PREMIUM | 5,757.00 |
| 06/03/2026 | APCHS | 65677 | NERDS | NERDS XPRESS | MANAGED SERVICES JUNE | 1,508.49 |
| 06/03/2026 | APCHS | 65678 | NYE UNIFOR | NYE UNIFORM | BANKS UNIFORM ALLOWANCE | 637.72 |
| 06/03/2026 | APCHS | 65679 | PRIORITY | PRIORITY WASTE | JUNE CURBSIDE COLLECTION | 20,112.30 |
| 06/03/2026 | APCHS | 65680 | RAYMER, PA | PAUL RAYMER | MAY INSPECTIONS | 200.00 |
| 06/03/2026 | APCHS | 65681 | RCOC | ROAD COMMISSION FOR OAKLAND COUNTY | SIGNAL MAINTENANCE THROUGH 4/30/26 | 101.84 |
| 06/03/2026 | APCHS | 65682 | STANDARD | STANDARD INSURANCE COMPANY | JUNE LIFE INSURANCE | 522.78 |
| 06/03/2026 | APCHS | 65683 | WATERFORD | WATERFORD TOWNSHIP | JUNE ASSESSING | 3,437.50 |
| 06/03/2026 | APCHS | 65684 | WEINGARTZ | WEINGARTZ | MOWER MAINTENANCE & REPAIR | 217.92 |
| 06/03/2026 | APCHS | 65685 | MISC | YOURMEMBERSHIP.COM, INC | BUILDING DIVISION CLERK-MML POSTING | 199.00 |

APCHS TOTALS:

| | |
|----------------------------|-----------|
| Total of 36 Checks: | 51,325.97 |
| Less 0 Void Checks: | 0.00 |
| Total of 36 Disbursements: | 51,325.97 |

| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount |
|------------|------|-------|--------|-------------|-------------|--------|
|------------|------|-------|--------|-------------|-------------|--------|

Bank APCHS ACCOUNTS PAYABLE

| | | | | | | |
|------------|-------|-------|------|-------------------|------------------------------------|----------|
| 06/08/2026 | APCHS | 65686 | MISC | LODGE BAR & GRILL | VOLUNTEER APPRECIATION CELEBRATION | 1,404.90 |
|------------|-------|-------|------|-------------------|------------------------------------|----------|

APCHS TOTALS:

| | |
|--------------------|----------|
| Total of 1 Checks: | 1,404.90 |
|--------------------|----------|

| | |
|---------------------|------|
| Less 0 Void Checks: | 0.00 |
|---------------------|------|

| | |
|---------------------------|-----------------|
| Total of 1 Disbursements: | <u>1,404.90</u> |
|---------------------------|-----------------|

User: Goodall

CHECK NUMBERS 65687 - 65715

DB: Keego Harbor

| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount |
|-----------------------------|-------|-------|------------|----------------------------------|------------------------------------|-----------|
| Bank APCHS ACCOUNTS PAYABLE | | | | | | |
| 06/17/2026 | APCHS | 65687 | C&G NEWS | C & G NEWSPAPERS | BUDGET HEARING PUBLICATION | 90.50 |
| 06/17/2026 | APCHS | 65688 | C&G NEWS | C & G NEWSPAPERS | MASTER PLAN JOINT MTG/PC | 211.20 |
| 06/17/2026 | APCHS | 65689 | COMCAST | COMCAST | JUNE DPW INTERNET | 127.90 |
| 06/17/2026 | APCHS | 65690 | CONSUMERS | CONSUMERS ENERGY | JUNE CITY HALL UTILITIES | 69.69 |
| 06/17/2026 | APCHS | 65691 | CONSUMERS | CONSUMERS ENERGY | JUNE DPW UTILITIES | 213.31 |
| 06/17/2026 | APCHS | 65692 | COPS HEALT | COPS HEALTH TRUST | JULY DENTAL COVERAGE | 396.85 |
| 06/17/2026 | APCHS | 65693 | MISC | FLEIS & VANDENBRINK | MAY PROFESSIONAL SERVICES | 1,486.69 |
| 06/17/2026 | APCHS | 65694 | FORD PRO | FORD PRO | MAY PD TELEMATICS | 60.00 |
| 06/17/2026 | APCHS | 65695 | FORSTER | FORSTER PARRY SYLVAN LLC | MAY PD CAR WASHES | 45.00 |
| 06/17/2026 | APCHS | 65696 | GACIOCH | GACIOCH CIVIC ADVISORY | JUNE RETAINER | 7,600.00 |
| 06/17/2026 | APCHS | 65697 | GMH | GIRAMARCO,MULLINS & HORTON, P.C. | MAY RETAINER | 2,540.60 |
| 06/17/2026 | APCHS | 65698 | GMH | GIRAMARCO,MULLINS & HORTON, P.C. | MAY LABOR & EMPLOYMENT | 4,890.00 |
| 06/17/2026 | APCHS | 65699 | GMH | GIRAMARCO,MULLINS & HORTON, P.C. | MAY PROSECUTIONS | 2,145.00 |
| 06/17/2026 | APCHS | 65700 | GMH | GIRAMARCO,MULLINS & HORTON, P.C. | MAY TAX TRIBUNALS | 255.00 |
| 06/17/2026 | APCHS | 65701 | HRC | HUBBELL, ROTH, & CLARK INC | MAY OC WATER QUALITY PLANNING | 3,918.37 |
| 06/17/2026 | APCHS | 65702 | HRC | HUBBELL, ROTH, & CLARK INC | MAY OC WATER RELIABILITY STUDY | 330.02 |
| 06/17/2026 | APCHS | 65703 | HRC | HUBBELL, ROTH, & CLARK INC | MAY STUDY PLAN WAYWARD DR | 218.81 |
| 06/17/2026 | APCHS | 65704 | HRC | HUBBELL, ROTH, & CLARK INC | MAY CDBG BAXTER-MORGAN PARKING LOT | 247.66 |
| 06/17/2026 | APCHS | 65705 | HRC | HUBBELL, ROTH, & CLARK INC | MAY WILLOW BEACH BRIDGE REHAB | 34,832.63 |
| 06/17/2026 | APCHS | 65706 | HRC | HUBBELL, ROTH, & CLARK INC | MAY GLWA WATER STUDY PLAN & REVIEW | 74.39 |
| 06/17/2026 | APCHS | 65707 | HRC | HUBBELL, ROTH, & CLARK INC | MAY MS4 PERMIT ASSISTANCE | 119.77 |
| 06/17/2026 | APCHS | 65708 | MCKENNA | MCKENNA | MAY RETAINER | 5,750.25 |
| 06/17/2026 | APCHS | 65709 | MAP | MICHIGAN ASSOCIATION OF POLICE | POLICE UNION DUES | 306.00 |
| 06/17/2026 | APCHS | 65710 | MISC | MICHIGAN DIGITAL | MAY CITY COUNCIL MEETING | 67.50 |
| 06/17/2026 | APCHS | 65711 | MISC | OSBURN INDUSTRIES, INC | #74208190 LIMESTONE AND FREIGHT | 760.78 |
| 06/17/2026 | APCHS | 65712 | MISC | THE DUDES | JUNE BLOCK PARTY | 600.00 |
| 06/17/2026 | APCHS | 65713 | TRI CITY | TRI-CITY FIRE DEPARTMENT | 26-27 TRI-CITY FIRE SERVICES | 97,743.00 |
| 06/17/2026 | APCHS | 65714 | MISC | TRUE NORTH ASPHALT | 2025 STREET IMPROVEMENT PROJECT | 20,143.79 |
| 06/17/2026 | APCHS | 65715 | VERIZON | VERIZON | MAY PHONE CHARGES | 433.08 |

APCHS TOTALS:

| | |
|----------------------------|------------|
| Total of 29 Checks: | 185,677.79 |
| Less 0 Void Checks: | 0.00 |
| Total of 29 Disbursements: | 185,677.79 |

CITY OF KEEGO HARBOR
STUDY SESSION MEETING MINUTES
Tuesday, June 16, 2026, 6:00 PM
2025 Beechmont St.
Keego Harbor, MI 48320

CALL THE MEETING TO ORDER

Mayor Ross called the meeting to order at 6:00 PM

ROLL CALL:

Present: Mayor Joel Ross, Council Member John Fletcher, Council Member Cristina Elsen, and Council Member Streng

STAFF PRESENT: Interim City Manager Joe Gacioch, Interim City Clerk Stacy Goodall

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion by Council Member Streng; supported by Council Member Fletcher to amend the agenda by removing the city manager report from the presentations section and moving regular agenda item “a” City Council vacant seat interviews to the presentation section immediately following the approval of the agenda.

Unanimous Vote: Ayes: 4 Nays: 0

Motion Carries

PRESENTATIONS/COUNCIL INTERVIEWS:

1. Theresa Shimansky
2. Mike Floyd
3. Richard Kollins
4. Sue Williams
5. Amir Dazia
6. Nick Cooper

Council recess at 7:42pm

Mayor Ross called the meeting to order 7:54pm

PUBLIC COMMENT:

Colleen Wade- November election and Roosevelt
Joel Yoder- Election awareness and budget

Susan Emerling- Listening to residents

CONSENT AGENDA

Resignation of Former Mayor and Council Member Rob Kalman

Resolution by Council Member Fletcher; supported by Council Member Elsen Resolution 26-20 in regard to the resignation of former Mayor and Council Member Rob Kalman as presented.

Roll Call: Ross yes, Fletcher yes, Elsen yes, Streng yes.

Resolution Carries

REGULAR AGENDA

Fire Board Member Appointment

Motion by Council Member Fletcher; supported by Council Member Streng to appoint Cristina Elsen to the Fire Board liaison.

Unanimous Vote: Ayes: 4 Nays: 0

Motion Carries

FY2627 Budget Revision Discussion/City Manager Report

City Manager Gacioch presented a high-level overview of the budget.

Annual Risk Management Program Renewal

Information for City Council presented by City Manager Gacioch. Seventy percent of the city's premium is based on public safety, and twenty percent is DPW.

Ratify TIFA Expenditure- Fran Leaf Park Bench & Garbage Can

Three options were provided by TIFA, and the DuMor products were recommended to City Council.

TIFA Expenditure-Fran Leaf Park Arch

City Manager Gacioch referred to implementing a procurement policy for future projects.

CITY COUNCIL COMMENTS

Meeting adjourned at 8:46 p.m.

Joel Ross
City of Keego Harbor, its Mayor

Stacy Goodall
City of Keego Harbor, its Deputy
Clerk

**CITY OF KEEGO HARBOR
CITY COUNCIL MEETING MINUTES
Thursday, June 18, 2026, AT 7:00 PM
2025 Beechmont St.
Keego Harbor, MI 48320**

CALL THE MEETING TO ORDER:

Mayor Ross called the meeting to order at 7:00 PM

ROLL CALL: Mayor Joel Ross, Council Member Cristina Elsen, and Council Member Corine Streng

Motion by Council Member Streng; supported by Council Member Elsen to excuse Council Member Fletcher from tonight's meeting.

Unanimous Vote Ayes: 3 Nays: 0

Motion Carries

STAFF PRESENT: Interim City Manager Joe Gacioch, Interim City Clerk Stacy Goodall, and City Attorney Tony Chubb.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

APPROVAL OF AGENDA

Motion by Council Member Elsen; supported by Council Member Streng to approve the agenda with the amendments.

Unanimous Vote: Ayes: 3 Nays: 0

Motion Carries

PUBLIC COMMENT: (non-agenda items only)

Jeff Wilson- WRC

Amir Daiza-Taxpayer dollars

Karen Meabrod- TIFA funds

Kirsten Sonnevillle-Douglass- Parks & Recreation update

PUBLIC HEARING

FY2627 Proposed Budget

Public hearing opened at 7:13pm

- Public Comment

Joel Yoder- Concerns

Jeff Wilson- WRC

Amir Daiza-Budget details
Public hearing closed at 7:20pm

APPROVAL OF CONSENT AGENDA: Resolution 26-21

- A. Bills and Receipt of Revenue and Expenditure Report
- B. Annual Risk Management Program Renewal in the amount of \$93,690
- C. Meeting Minutes:
 - May 19, 2026, Budget Workshop Meeting Minutes
 - May 19, 2026, Study Session Meeting Minutes
 - May 19, 2026, Closed Session Meeting Minutes
 - May 21, 2026, City Council & Planning Commission Joint Meeting Minutes
 - May 28, 2026, City Council Special Meeting Minutes

Resolution by Council Member Streng; supported by Council Member Elsen to approve the consent agenda, Resolution 26-21.

Roll call: Ross yes, Elsen yes, Streng yes.

Resolution Carries

REGULAR AGENDA:

Approval of Appointment- City Council Vacant Seat

Motion by Council Member Elsen; supported by Council Member Council Member Streng to appoint Sue Williams to fill the remainder of Rob Kalman's term on Keego Harbor City Council until November 2026.

Roll Call: Ross yes, Elsen yes, Streng yes

Motion Carries

Adoption of FY2627 Annual Budget

Motion by Council Member Streng; supported by Council Member Elsen to adopt the annual budget for fiscal year 2627 as submitted by the interim City Manager.

Unanimous Vote: Ayes: 3 Nays: 0

Motion Carries

Motion by Council Member Elsen; supported by Council Member Streng to adopt the appropriations resolution setting the tax rates and special assessments for refuse and garbage collection and household hazardous waste and recycling services for the fiscal year 2026-2027 as submitted by the City Manager.

Unanimous Vote: Ayes: 3 Nays: 0

Motion Carries

Ratify TIFA Expenditure-Fran Leaf Park Bench and Garbage Can

Motion by Council Member Streng; supported by Council Member Elsen to ratify the TIFA expenditure for one DuMor bench and one DuMor garbage can, to be installed at Fran Leaf Park, not to exceed \$4,121.

Unanimous Vote: Ayes: 3 Nays: 0

Motion Carries

TIFA Expenditure-Fran Leaf Park Arch

Motion by Council Member Elsen; Mayor Ross to approve the TIFA expenditure for the Fran Leaf Park Arch and grant Stefani and Company the amount of the bid \$20,500.

Unanimous Vote: Ayes: 3 Nays: 0

Motion Carries

STAFF ANNOUNCEMENTS

- City Manager
- City Attorney
- Planning Commission
- TIFA

COUNCIL COMMENTS

ADJOURNMENT

Mayor Ross adjourned the meeting at 8:08 pm.

Joel Ross
City of Keego Harbor, its Mayor

Stacy Goodall
City of Keego Harbor, its Interim
City Clerk

CITY OF KEEGO HARBOR
CITY COUNCIL SPECIAL MEETING MINUTES
Wednesday, June 25, 2026, at 8:30 AM
2025 Beechmont St.
Keego Harbor, MI 48320

CALL THE MEETING TO ORDER: Mayor Ross called the meeting to order at 8:30 a.m.

ROLL CALL: Mayor Ross, Council Member Fletcher, Council Member Elsen and Council Member Streng

Motion by Council Member Elsen; supported by Council Member Streng to excuse Council Member Fletcher.

Unanimous Vote: Ayes: 3 Nays: 0

Motion Carries

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: None

NEW BUSINESS:

1. Confirmation of Appointment of Susan Williams to City Council

Motion by Mayor Ross; supported by Council Member Elsen to appoint and administer the oath of office for Sue Williams.

Unanimous Vote: Ayes: 3 Nays: 0

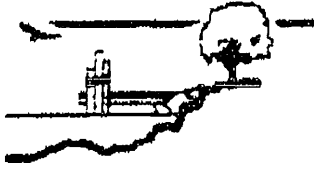
Motion Carries

ADJOURNMENT

Meeting adjourned at 8:33 a.m.

Joel Ross
City of Keego Harbor, its Mayor

Stacy Goodall
City of Keego Harbor, its Interim City Clerk



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Joseph Gacioch, Interim City Manager

MEETING: July 16th Regular Session

SUBJECT: Appointment of Mayor Pro Tem

Background: The office of Mayor Pro Tem is currently vacant. Section 4.1 of the Keego Harbor City Charter requires the City Council to elect one of its members to fill a vacancy in the office of Mayor Pro Tem. While the Charter establishes the authority for the appointment, it does not prescribe the nomination or election process.

As part of the proposed update to the City Council Rules of Procedure currently under Council review, staff has included a formal procedure governing the nomination and election of Council officers to provide clarity, consistency, and transparency for future organizational meetings and vacancies.

Proposed Procedure:

- The presiding officer shall declare the office open for nominations.
- Any member of the Council may nominate a qualified Council member. A second shall not be required.
- When no additional nominations are offered, the presiding officer shall declare nominations closed.
- If only one candidate has been nominated, the Council may elect the nominee by unanimous consent or by roll call vote.
- If two or more candidates are nominated, the Clerk shall conduct a roll call vote. The candidate receiving a majority of the members elected and serving shall be declared elected.
- If no candidate receives the required majority, additional rounds of voting shall be conducted until one candidate receives the required majority.
- A Council member may withdraw his or her nomination at any time prior to the commencement of voting.

Recommended Action:

MOTION: Move to appoint _____ to serve in the Mayor Pro Tem role for the remainder of this term expiring November 3, 2026.

Memorandum

To: Mr. Joseph Gacioch, Interim City Manager
 From: John Balint/Logan Delonis
 CC: Brad Shepler
 Date: July 8, 2026
 Subject: Water Quality Planning & Ordinance Updates
 Progress Update & Revision Summary
 HRC Job No. 20220262

Enclosed with this memo are revisions to the City of Keego Harbor ordinances, typical right-of-way improvement details to be used for engineering reviews, and a draft example newsletter. This proposed work is funded through the Oakland County Local Government Infrastructure Grant. The approval from council we received at the April Study Session included modifications to ordinances to provide the City a better ability to manage water quality within their areas of jurisdiction, creation of typical right-of-way improvement details to be used in future reviews, creation of a newsletter format for residents to inform them of water quality issues and measures they can take to mitigate them, and coordination of water quality sampling at county discharge locations. In regard to the water quality sampling coordination with the county, we are currently discussing coordination with the Oakland County Water Resource Commissioner. We are aware that the ordinance changes take time to review, so in the interest of having that completed before the end of the Grant period (September 15, 2026) we would like to begin the City's review of what we propose to have changed. Below you will find an overview of the proposed changes and their intended purpose for the updated City's ordinances.

- **Article XVI – Administration and Enforcement:**
 - Addition to Sec. 16.06 Site Plan Review (e) Final Site Plan Review, g – Addition of reference to Chapter 16, Sections III and IV.
 - Purpose of addition: Directs those designing a site plan to Chapter 16 to ensure stormwater management requirements are being properly met.
- **Article III – Illicit Discharge to Storm Drain System**
 - Sec. 16-99 Definitions – Update references to EGLE
 - Purpose of change: Updated the outdated agency name from “Michigan Department of Environmental Quality” to the current agency, “Michigan Department of Environment, Great Lakes, and Energy (EGLE)”.
 - Sec. 16-104 Discharge Prohibitions
 - (a) – Add #5
 - Purpose of addition: Specified discharge of stormwater runoff to a body of water is prohibited, regardless of parcel size or zoning classification.
 - (b) – Add #11 and #12
 - Purpose of additions: Clarification for exempt discharges prohibitions, closing aligning with other modern city ordinances.
 - Sec 16-109 Watercourse Protection
 - Add sections regarding direct discharge to lakes and purpose description
 - (1) Single-family residential properties
 - (2) Non-single family residential properties

- (3) Compliance
 - Purpose of additions: Specify requirements for watercourse protection based on property use and proximity to a body of water.
- **Article IV – Stormwater Management**
 - Sec 16-152 Purposes
 - Add: Purpose description and sections (2), (4)-(9), (11)-(15)
 - Deleted sections from original document: (2), (4), (5), (7)-(12)
 - Purpose of changes: Update the purpose sections to provide clearer stormwater management objections, incorporate current water quality protection goals, and better align with modern stormwater regulations.
 - Sec 16-154
 - Add (6) Stormwater Quality Treatment Requirements
 - Purpose of addition: Establish stormwater quality treatment requirements for all properties, regardless of size or zoning classification, consistent with the practices outlined in the most current version of the Oakland County Water Resources Commissioner’s Stormwater Engineering Design Standards.
 - Add (7) Post Construction stormwater management and infiltration requirements
 - Purpose of addition: Regulate runoff from development and redevelopment projects, require water quality treatment and infiltration, and more closely align with local standards found in the current versions of Oakland County Water Resources Commissioner’s Stormwater Engineering Design Standards.
 - Add Sec. 16-155 Stormwater runoff control permits and soil erosion and sedimentation control permits
 - Purpose of addition: Include the requirements for stormwater runoff control and soil erosion and sedimentation control permits for land-disturbing activities so the City can ensure compliance with stormwater management standards and protect drainage systems and water resources.
- **Article III – Land Parcel Improvements**
 - Sec 24-58 Procedures, requirements, fees and standards
 - Add (d), (5) Post construction stormwater management requirements
 - Purpose of addition: Added post-construction stormwater management provisions to adopt to Oakland County Stormwater standards, relate back to the changes in Chapter 16, required treatment and infiltration measures, protection of body of water and drainage systems, and establish long-term maintenance and enforcement requirements for stormwater BMPs.

We ask that the City start their review of the attached items and send us a response with any changes that they potentially would like to be made. Please contact the undersigned with any questions relating to these documents.

Contacts:

Keego Harbor
Joseph Gacioch (Interim City Manager)
manager@keegoharbor.org

Hubbell, Roth & Clark, Inc.
Brad Shepler, P.E. (Vice President)
bshepler@hrcenr.com

ARTICLE XVI. ADMINISTRATION AND ENFORCEMENT

Sec. 16.00. Zoning administration.

The Zoning Administrator, or such deputies, shall be appointed by the City Council and designated to administer and enforce the provisions of this Ordinance.

(a) *Duties.* The Zoning Administrator shall:

- (1) Receive and review for completeness all applications for site plan review and special land use permits which the Planning Commission is required to decide under this Ordinance and refer such applications to the Planning Commission for determination.
- (2) Receive and review for completeness all applications for appeals, variances, or other matters, which the Zoning Board of Appeals is required to decide under this Ordinance and refer such applications to the Zoning Board of Appeals for determination.
- (3) Receive and review for completeness all applications for amendments to this Ordinance and refer such applications to the Planning Commission and City Council for determination.
- (4) Make periodic site inspections of the City to determine Ordinance compliance, and answer complaints on Zoning Ordinance violations. The Zoning Administrator shall order discontinuance of illegal uses of land, buildings or structures; removal of illegal buildings or structures; discontinuance of any illegal work being done; and/or shall take any other action authorized by this Ordinance to ensure compliance with or prevent violations of its provisions.
- (5) Grant certificates of zoning compliance, review administrative sketch plans, and make inspections of premises necessary to carry out administration and enforcement of this Ordinance.
- (6) Implement the decisions of the Planning Commission and City Council.

Sec. 16.01. Certificates of zoning compliance.

- (a) A building permit for erection, alteration, moving, or structural repair of any building or structure shall not be issued until a certificate of zoning compliance has been issued by the Zoning Administrator. Issuance of such a certificate shall indicate the use(s) and plans for which the permit is requested comply with this Zoning Ordinance.
- (b) It shall be unlawful to use or permit the use of any building or premises, or both, or part thereof, until a certificate of zoning compliance shall have been issued by the Zoning Administrator.
- (c) The Zoning Administrator shall maintain a record of all certificates of zoning compliance and said record shall be open for public inspection.
- (d) Certificates of zoning compliance authorize only the use, arrangement, and construction set forth in an approved application and plans, therefore no other use, arrangement, or construction is permitted. Use arrangement or construction at variance with the authorization shall be deemed a violation of this Ordinance. Any change in approved plans shall occur only as provided for in this Ordinance and shall require issuance of an amended certificate of zoning compliance.

Sec. 16.02. Duties of Building Inspector.

The Building Inspector shall:

- (a) Have the power to grant building and occupancy permits, to make inspections of buildings or premises necessary to carry out his duties in the enforcement of this Ordinance. It shall be unlawful for the Building Inspector to approve any plans or issue any permits or certificates of occupancy for any excavation or construction until he has inspected such plans in detail and found them to conform with this Ordinance.
- (b) The Building Inspector shall record all nonconforming uses existing at the effective date of this Ordinance for the purpose of carrying out the provisions of Article XII, Nonconformity.
- (c) Under no circumstances is the Building Inspector permitted to make changes to this Ordinance nor to vary the terms of this Ordinance in carrying out his duties as Building Inspector.
- (d) The Building Inspector shall not refuse to issue a permit when conditions imposed by this Ordinance are complied with by the applicant despite violations of contracts, such as covenants or private agreements which may occur upon the granting of said permit.

Sec. 16.03. Permits.

The following shall apply in the issuance of any permit:

- (a) *Permits not to be issued.* No building permit shall be issued for the erection, alteration or use of any building or structure or part thereof, or for the use of any land which is not in accordance with all provisions of this Ordinance.
- (b) *Permits for new use of land.* No land heretofore vacant shall hereafter be used or an existing use of land be hereafter changed to a different class or type unless a certificate of occupancy is first obtained for the new or different use.
- (c) *Permits for new use of buildings.* No building or structure or part thereof, shall be changed to or occupied by a use or a different class or type unless a certificate of occupancy is first obtained for the newer different use.
- (d) *Permits required.* No building or structure, or part thereof shall be hereafter erected, altered, moved, or repaired unless a building permit shall have been first issued for such work. The terms "altered and repaired" shall include any changes in structural parts, stairways, type of construction, type, class or kind of occupancy, light or ventilation, means of egress and ingress, or other changes affecting or regulated by the building code, or by this Ordinance, except for minor repairs or changes not involving any of the aforesaid features.

Sec. 16.04. Certificates of occupancy.

No land, building, or part thereof, shall be occupied by or for any use unless and until a certificate of occupancy shall have been issued for such use. The following shall apply in the issuance of any certificate:

- (a) *Certificates not to be issued.* No certificates of occupancy shall be issued for any building, structure or part thereof or for the use of any land, which is not in accordance with all the provisions of this Ordinance.
- (b) *Certificates required.* No building or structure, or parts thereof, which is hereafter erected or altered, shall be occupied or used or the same caused to be done, unless and until a certificate of occupancy shall have been issued for such building or structure.

-
- (c) *Certificate including zoning.* Certificates of occupancy as required by the building code for new buildings or structures, or part thereof, or for alterations to or changes of use of existing buildings or structures, shall also constitute certificates of occupancy as required by this Ordinance.
 - (d) *Certificates for existing buildings.* Certificates of occupancy shall be issued for existing buildings, structures, or parts thereof, or existing uses of land if, after inspection, it is found that such buildings, structures, or parts thereof, or such use of land are in conformity with the provisions of this Ordinance.
 - (e) *Records of certificates.* A record of all certificates issued shall be kept on file in the office of the Building Inspector, and copies shall be furnished upon request to any person having a proprietary or tenancy interest in the property involved.
 - (f) *Certificates for dwelling accessory buildings.* Buildings or structures accessory to dwellings shall not require separate certificates of occupancy but may be included in the certificate of occupancy for the dwelling when shown on the plot plan and when completed at the same time as such dwelling.
 - (g) *Application for certificates.* Applications for certificates of occupancy shall be made in writing to the building inspector on forms furnished by that department, and such certificates shall be issued within five (5) days after receipt of such application if it is found that the building or structures, or part thereof, or the use of land is in accordance with the provisions of this Ordinance. If such certificate is refused for cause, the applicant therefore shall be notified of such refusal and cause thereof, within the aforesaid five-day period.

Sec. 16.05. Fees.

The City Council shall establish a schedule of fees, charges, and expenses, and a collection procedure, for building permits, certificates of occupancy, appeals, and other matters pertaining to this Ordinance. The City shall have the authority to include fees for the use of engineering, planning, legal or other special consultants. The schedule of fees shall be posted in the City offices, and may be altered or amended only by the City Council. No permit or certificate shall be issued or special use site plan, rezoning, or variance acted upon unless or until such costs, charges, fees, or expenses have been paid in full.

Sec. 16.06. Site plan review.

The Planning Commission shall have the authority to review and to approve or reject all site plans (i.e., preliminary, final and combined site plans). Prior to the issuance of building permits or commencement of construction, site plan review and approval is required in accordance with the procedures contained in this section.

- (a) *Waivers/exemptions.*
 - (1) *All projects.* The Planning Commission has the authority to waive or modify site standard requirements for any project.
- (b) *When required.*
 - (1) Site plan review is required for all projects that do not meet the sketch plan eligibility criteria.
 - (2) Projects that involve special land use, variance and/or planned development.
 - (3) Projects not eligible for sketch plan review as determined by the Zoning Administrator.
- (c) *Sketch plan review.*

-
- (1) *Intent.* The intent of this section is to permit submittal of a sketch plan in instances where a complete site plan is not considered essential to ensure compliance with the intent and standards of this Zoning Ordinance.
 - (2) *Eligibility.* The Zoning Administrator and Building Official may allow a sketch plan for the following activities:
 - a. *One- to two-family residential.* Renovation, addition to or construction of a one- to two-family structure(s) or any residential structure up to three thousand five hundred (3,500) square feet.
 - b. *Minor modifications.* Projects that involve an alteration, addition, expansion, change or conversion that do not change the existing building footprint by more than twenty-five (25) percent.
 - c. Reoccupancies that do not involve a change in use or facade improvement, as defined in the Zoning Ordinance.
 - d. Changes in use, as defined in this Zoning Ordinance, that do not increase the gross floor area, provided all other improvements are consistent with the requirements of this Zoning Ordinance. This includes reoccupancies that do not have the required residential screening wall and/or dumpster enclosure. These projects would be required to install a screening wall and dumpster enclosure.
 - e. Alterations to the off-street parking layout or installation of pavement or curbing improvements provided the total number of spaces shall remain constant, and the construction plans and lot construction are approved by the City.
 - f. Relocation of a waste receptacle to a more inconspicuous location, or the installation of screening, both consistent with the requirements of this Zoning Ordinance.
 - g. Changes to a facade, architectural features or wall signs, provided such changes are consistent with the requirements of this Zoning Ordinance and do not significantly change the appearance of the building (an elevation plan showing changes and construction materials is required).
 - h. A change from a nonconforming use, building or site to a more conforming situation consistent with the requirements of this Zoning Ordinance. This includes re-occupancies that do not have the required residential screening wall and/or dumpster enclosure. These projects would be required to install a screening wall and dumpster enclosure.
 - i. Modifications to upgrade a building to improve barrier-free design, comply with Americans with Disabilities Act or other federal, state or county regulations.
 - j. Internal construction or change in the floor plan for a conforming use that does not increase gross floor area, provided the construction cost over a twelve-month period does not exceed fifty (50) percent of the building's state equalized value or effect parking requirements on a site.
 - k. Construction, improvements, or alterations of signs, retaining walls, fences, waste receptacles, sidewalks, antennae, lights, poles, cooling/heating or other mechanical equipment, telephone booths, newspaper boxes, landscaping or similar structures which conform to the requirements of this Zoning Ordinance or other City standards, and where site plan review is not specifically required under other sections of this Zoning Ordinance.
 - (3) *Procedure.*

-
- a. The process shall involve submittal of a sketch plan, required application form, and fee to the City. The Zoning Administrator and Building Official shall review the sketch plan in accordance with the same procedures, requirements, and standards used by the Planning Commission for a formal site plan. After the sketch plan review, the Zoning Administrator and Building Official will approve, approve with modifications, or deny the proposed plan. The Zoning Administrator and Building Official shall make a report of each sketch plan review to the Planning Commission including the rationale for allowing sketch plan review and the complete sketch plan review checklist.
 - b. The Zoning Administrator and Building Official retain the option to require additional information or a complete site plan for review by the Planning Commission, particularly for sites which do not comply with previously approved site plans, sites with parking deficiencies, sites abutting residential districts or sites experiencing problems with drainage, traffic, noise, aesthetics or other general health and safety issues. If a formal site plan is required, the Zoning Administrator shall inform the applicant to submit a complete application in accordance with this section. The applicant may also request review by the Planning Commission.
- (4) *Information required.* The Zoning Administrator shall require all applicable criteria set forth below to be met.
- a. General information required for all cases.
 - 1. Details of the propose changes to the use or structure in question.
 - 2. Proprietors', applicants', and owners' names, addressed and telephone numbers.
 - 3. Location map with north point indicated.
 - 4. Locations of existing landscaping, lighting, parking, if applicable.
 - 5. Gross acreage and building figures.
 - 6. Zoning classification of petitioners' parcel and all abutting parcels.
- (5) *Duration and termination.* Approval of a sketch plan by the Zoning Administrator shall remain in effect for a period of one (1) year. If construction is not initiated within this time period, such failure shall be considered abandonment of the sketch plan and shall make its approval null and void. The Zoning Administrator may grant an extension not to exceed one (1) year. No further extension may be permitted.
- (d) *Preliminary site plan review.*
- (1) *Application.* Any applicant may submit a request for preliminary site plan review by filing with the Zoning Administrator completed forms, site plan review checklist, payment of the review fee, and eighteen (18) copies of the preliminary site plan drawing(s) properly signed and sealed by a licensed professional. The Administrator, upon receipt of the application, shall transmit only complete submittals of the preliminary site plan drawings to the Planning Commission, City Planning and Engineering consultants, and any other consultants as necessary, at least twenty-one (21) days prior to its next regular meeting. The purpose of such preliminary review is to confirm general compliance with City standards as well as to suggest changes, if necessary, for final site plan approval.
 - (2) *Information required.* Each preliminary site plan submitted for review shall provide the following information:
 - a. Property owner and applicant name and address;

-
- b. Scale, north arrow, and date of plan;
 - c. Location, description, dimensions, and area of the site; zoning classification; and, demonstration of compliance with lot area, width, coverage and setback requirements;
 - d. General topography and soils information and existing natural and manmade features to be retained or removed;
 - e. Use, location and dimensions of proposed buildings/structures; including floor area, number of floors, height, number and type of dwelling units (where applicable);
 - f. Proposed streets/drives; including general alignment, right of way, surface type, and width, based on ordinance requirements for proposed use;
 - g. Proposed parking; including location and dimensions of spaces and aisles, and surface type;
 - h. Demonstration that all barrier free requirements have been met;
 - i. Adjacent land uses, property owners, and zoning and location of adjacent buildings and drives/streets;
 - j. Proposed phasing;
 - k. Location and width of any easements on the site.
- (3) *Planning commission action.* The Planning Commission shall approve, approve with conditions or deny the preliminary site plan. The Planning Commission shall set forth the reason for its action in the record of the meeting at which action is taken.
- (4) *Effect of approval.* Approval of a preliminary site plan by the Planning Commission shall indicate its general acceptance of the proposed layout of buildings, streets and drives, parking areas, other facilities and overall character of the proposed development.
- (5) *Expiration of approval.* Approval of a preliminary site plan shall be valid for a period of one hundred eighty (180) days from the date of approval and shall expire and be of no effect unless an application for a final site plan is filed with the Zoning Administrator within that time period. The Zoning Administrator or duly appointed agent shall, within thirty (30) days of the date of action of the Planning Commission of the preliminary site plan, transmit a written certification of such approval to the applicant.
- (e) *Final site plan review.*
- (1) *Application.* Following approval of a preliminary site plan, the applicant shall submit to the Zoning Administrator eighteen (18) copies of a final site plan as well as other data and exhibits hereinafter required, the review fee, and a completed application form. The Administrator, upon receipt of the application, shall transmit only complete submittals of the final site plan drawing(s) to the Planning Commission, City Planning and Engineering consultants, and any other consultants as necessary, prior to its next regular meeting.
- (2) *Information required.* A final site plan submitted for review and approval shall contain all of the following data presented in a clear and legible format. Site plans shall consist of an overall plan for the entire development. Sheet size shall be at least twenty-four (24) inches by thirty-six (36) inches with plan view drawn to a scale of no greater than 1" = 50' for property less than three (3) acres or no greater than 1" = 100' for property three (3) or more acres.
- General Information:*
- a. Proprietors', applicants', and owners' names, addresses and telephone numbers.
 - b. Date of preparation, including revisions.

-
- c. Scale.
 - d. Northpoint.
 - e. Location map drawn at a scale of 1" = 2,000' with north point indicated.
 - f. Architect, Engineer, Surveyor, Landscape Architect, or Planner's seal and signature.
 - g. Existing and proposed lot lines, building or structures, parking areas, drives, etc., on the parcel and within one hundred (100) feet of the site.
 - h. Centerline and existing and proposed right-of-way lines of any street.
 - i. Zoning classification of petitioner's parcel and all abutting parcels.
 - j. Gross acreage figure.

Physical Features:

- a. Acceleration, deceleration and passing lanes and approaches.
- b. Proposed locations of access drives, street intersections, driveway locations, sidewalks, and curbing.
- c. Location of existing and proposed service facilities above and below ground, including:
 - i. Chemical and fuel storage tanks and containers.
 - ii. Water supply facilities.
 - iii. Sanitary sewage disposal facilities.
 - iv. Storm water control facilities and structures.
 - v. Location of all easements.
- d. Location of all structures with setback, yard dimensions and gross area.
- e. Dimensioned parking spaces and parking and loading calculations, drives type of surfacing and on-site circulation patterns.
- f. Details of barrier free parking, access and similar site features.
- g. Dimensioned floor plans, elevations, and proposed construction materials of all proposed buildings on the site.
- h. Proposed site lighting information.
- i. Location and description of all existing and proposed landscaping, berms, fencing and screening walls.
- j. Trash receptacle pad location, size and method of screening.
- k. Transformer pad location and method of screening.
- l. Dedicated road or service drive locations.
- m. Entrance details including sign locations, types and size.
- n. Designation of fire lanes.
- o. Any other pertinent physical features.

Natural Features:

-
- a. Soil characteristics of the parcel to at least the detail provided by the U.S. Soil Conservation Service, Soil Survey of Oakland County, Michigan.
 - b. Existing topography with a maximum contour interval of two (2) feet. Areas with slopes greater than ten (10) percent (one (1) foot of vertical elevation for every ten (10) feet of horizontal distance) shall be delineated. Topography on the site and beyond the site for a distance of one hundred (100) feet in all directions shall also be indicated.
 - c. Grading plan, showing finished contours at a maximum interval of one (1) foot, correlated with existing contours so as to clearly indicate required cutting, filling and grading.
 - d. Location of existing drainage courses and associated bodies of water, on and off site, and their elevations. The location of existing wetlands and flood plains shall be included.
 - e. Location, size and type of all single trees having a diameter breast height (d.b.h.) of four (4) inches or greater. Wooded areas shall be delineated by symbolic lines tracing the spread of the outermost branches and shall be described as the general sizes and kinds of trees contained.
 - f. Keyed plan outlining soil erosion and sedimentation measures to be provided.

Additional Requirements for Residential Developments:

- a. Density calculations by type of unit by bedroom counts.
- b. Designation of units by type and number of units in each building.
- c. Carport locations and details where proposed.
- d. Specific amount, location and type of recreation spaces.
- e. Number and location of visitor parking spaces to be provided.

Additional Requirements for Commercial and Industrial Developments:

- a. Loading/unloading areas.
- b. Gross floor area.
- c. Number of employees in peak usage.

(3) *Standards for review.* In reviewing the final site plan, the Planning Commission shall determine whether the plan meets the following specifications and standards:

- a. The plan conforms to the approved preliminary site plan and with all Zoning Ordinance regulations;
- b. All required information is provided;
- c. The proposed use will not be injurious to the surrounding neighborhood and protects the general health, safety, welfare and character of the City.
- d. A proper relationship exists between major thoroughfares and proposed service drives, driveways and parking areas. Proper access to all portions of the site and all sides of any structure is provided. All structures or groups of structures shall be so arranged as to permit emergency vehicle access by some practical means to all sides.
- e. The location of buildings is such that the adverse effects of such uses will be minimized for the occupants of that use and surrounding areas.

-
- f. Natural resources will be preserved to the maximum extent possible in the site design by developing in a manner which will not detrimentally affect or destroy natural features such as lakes, ponds, streams, wetlands, steep slopes, soils, groundwater and woodlands.
 - g. Storm water management systems and facilities will preserve the natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and will not substantially reduce or increase the natural retention or storage capacity of any wetland, water body or water course, or cause alterations which could increase flooding or water pollution on or off site. **All stormwater management systems, facilities, and site drainage shall comply with Chapter 16, Sections III, Illicit Discharge and Connections, and Section IV, Stormwater Management, including all applicable illicit discharge, stormwater discharge, and water quality protection provisions.**
 - h. Wastewater treatment systems, including on-site septic systems, will be located to minimize any potential degradation of surface water or groundwater quality and meet county and state standards.
 - i. Sites which include storage of hazardous materials or waste, fuels, salt, or chemicals will be designed to prevent spills and discharges of polluting materials to the surface of the ground, groundwater or nearby water bodies in accordance with county and state standards.
 - j. Landscaping, including grass, trees, shrubs and other vegetation is provided to maintain and improve the aesthetic quality of the site and area.
 - k. The proposed use is in compliance with all City ordinances and any other applicable laws.
- (4) *Planning commission action.* The Planning Commission shall approve, approve with conditions, or deny the final site plan. The Planning Commission may suggest and/or require modifications in the proposed final site plan as are needed to gain approval.
- In the interest of ensuring compliance with this Ordinance and protecting the health, safety and welfare of the residents of the City, the Planning Commission, as a condition of final approval of the site plan, shall require the applicant to deposit a performance guarantee as set forth in Section 15.19 of the Zoning Ordinance for the completion of improvements associated with the proposed use.
- (5) *Effect of approval.* Approval of a final site plan authorizes applicant to apply for a building permit, certificate of zoning compliance and/or certificate of occupancy. A building permit, certificate of zoning compliance and/or certificate of occupancy will not be granted for site plans approved with conditions until the remaining issues have been addressed and resolved to the satisfaction of the Planning Commission.
- (6) *Expiration of approval.* Approval of a final site plan shall expire and be of no effect one (1) year following the date of approval unless construction has begun on the property in conformance with the approved final site plan. The applicant can request a one-year extension from the Planning Commission a month prior to the date of expiration. Approval shall also expire and be of no effect unless a building permit shall have been taken out within one hundred eighty (180) days of the date of approval of the final site plan.
- (f) *Combining preliminary and final site plans.* An applicant may, at his or her discretion and risk, combine a preliminary and final site plan application for approval. In such a situation the portion of the review process concerning preliminary site plan application and review may be waived by the Planning Commission. The Planning Commission shall have the authority to require submittal of a preliminary site plan separate from a final site plan, where, in its opinion, the complexity and/or scale of the site for the proposed development so warrant.

-
- (g) *Amendment of approved site plan.* The Zoning Administrator shall have the authority to determine if a proposed change requires an amendment to an approved final site plan. A site plan may be amended upon application and in accordance with the procedure herein for a final site plan. The Zoning Administrator may approve minor changes in an approved final site plan, provided that a revised final site plan drawing (s) be submitted showing such minor changes, for purposes of record.
 - (h) *Modification of plan during construction.* All improvements shall conform to the final site plan. Any changes, which result in a material alteration of the site plan approved by the Planning Commission, shall require re-submittal to the Planning Commission. The Planning Commission or Zoning Administrator may require the applicant to correct the changes so as to conform to the approved final site plan.
 - (i) *Phasing of development.* The applicant may, at his discretion, divide the proposed development into two (2) or more phases. In such case, the preliminary site plan shall cover the entire property involved and shall clearly indicate the location, the size, and character of each phase. A final site plan shall be submitted for review and approval for each phase.
 - (j) *Inspection.* The Building Inspector and Zoning Administrator shall be responsible for inspecting all improvements for conformance with the approved final site plan. All sub-grade improvements such as utilities; sub-base installations for drives and parking lots, and similar improvements shall be inspected and approved prior to covering. The applicant shall be responsible for requesting the necessary inspections.
 - (k) *Violations.* The approved final site plan shall regulate development of the property and any violation of this article, including any improvement not in conformance of the approved final site plan, shall be deemed a violation of this Ordinance as provided in Article XXI, and shall be subject to all penalties therein.

(Ord. No. 2024-06, pt. 15, 7-17-2024; Ord. No. 2025-01, pt. 2, 12-17-2024)

Sec. 16.07. Special land use review.

- (a) *Application.* Applications for special land use permits authorized in this Ordinance shall be submitted to the Zoning Administrator on a form provided by the City. In addition to a complete application form, the applicant is required to pay all required fees and submit a preliminary site plan prepared in accordance with Section 16.06, Site plan review. Incomplete submittals shall not be accepted by the Zoning Administrator.
- (b) *Procedures.*
 - (1) *Planning commission hearing and review.* Special land use approval shall not be granted until a public hearing has been held by the Planning Commission, in accordance with Public Act 110 of 2006, as amended. The Planning Commission shall make a recommendation with comments on the special land use to the City Council.
 - (2) *City council review.* Following the public hearing and recommendation from the Planning Commission, that application will be forwarded to the City Council for review. The City Council shall deny, approve, or approve with conditions, requests for special land use approval. The decision of the City Council shall be incorporated in a statement of conclusions relative to the special land use under consideration. Any decision, which denies a request or imposes conditions upon its approval, shall specify the basis for the denial or the conditions imposed.

The City Council may impose such additional conditions and safeguards deemed necessary for the general welfare, for the protection of individual property rights, and for insuring that the purposes of

this Ordinance and the general spirit and purpose of the district in which the special use is proposed will be observed.

- (c) *Basis of determinations.* The Planning Commission and City Council shall review the proposed special land use in terms of the standards stated within this Ordinance and shall establish that such use and the proposed location:
- (1) Taking into consideration the size, location and character of the proposed land use, viewed within the context of surrounding land uses and the Master Plan for such area, the proposed use shall not be incompatible nor inharmonious, as determined by the application of generally accepted planning standards and/or principles, with:
 - a. The surrounding uses; and/or
 - b. The orderly development of the surrounding neighborhood and/or vicinity in accordance with this section and the Master Plan.
 - (2) The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration vehicular turning movements in relation to routes of traffic flow, proximity and relationship to intersections, adequacy of sight distances, location and access of off-street parking and provisions for pedestrian traffic, with particular attention to minimizing child-vehicle interfacing.
 - (3) The proposed special land use shall not unreasonably impact upon surrounding property in terms of noise, dust, fumes, smoke, air, water, odor, light and/or vibration, and further, shall not unreasonably impact upon persons perceiving the operation in terms of aesthetics. Where such concerns can be remedied by way of design, construction and/or use, the proposed use shall be designed, constructed and used so as to eliminate the effects of the use which would otherwise substantiate denial thereof, taking into consideration the location, size, intensity, layout and periods of operation of such use.
 - (4) The proposed use shall be such that the proposed location and height of buildings or structures and location, nature and height of walls, fences and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.
 - (5) The proposed use shall relate harmoniously with the physical, historic, and economic aspects of adjacent land uses as regards prevailing shopping habits, convenience of access by prospective patrons, continuity of development, and need for particular services and facilities in specific areas of the City.
 - (6) The proposed use is in general agreement with the master plan designation for the area where the use is to be built.
 - (7) The proposed use is so designed, located, planned and to be operated that the public health, safety and welfare will be protected.
 - (8) The proposed use shall not cause substantial injury to the value of other property in the neighborhood in which it is to be located and will not be detrimental to existing and/or other permitted land uses in the zoning district.
 - (9) The proposed special land use shall not result in an impairment, pollution and/or destruction of the air, water, natural resources and/or public trust therein.
 - (10) The proposed special land use shall not unreasonably burden the capacity of public services and/or facilities.
- (c) *Duration, voiding and extensions of permit.* Unless otherwise specified by the City Council, any special land use permit granted under this section shall be null and void unless the development proposed shall have its

first building inspection within one (1) year from the date of the granting of the permit. The City Council may grant an extension thereof for good cause for a period not to exceed one (1) year.

The Zoning Administrator may suspend or revoke a permit issued under the provisions of this Ordinance whenever the permit is issued erroneously on the basis of incorrect information supplied by the applicant or his agent and is in violation of any of the provisions of this Ordinance or of any other ordinances or regulations of the City.

- (d) *Reapplication.* No application for a special use permit which has been denied wholly or in part shall be resubmitted until the expiration of one (1) year or more from the date of such denial, except on grounds of newly discovered evidence or change of conditions found to be sufficient to justify reconsideration by the City Council.

Sec. 16.08. Planned unit development (PUD).

- (a) *Purpose and intent.* Planned unit development (PUD) district regulations are intended to provide for various types of land uses planned in a manner which shall:

- (1) Encourage the use of land in accordance with its character and adaptability;
- (2) Conserve natural resources and energy;
- (3) Encourage innovation in land use planning;
- (4) Provide enhanced housing, employment, shopping, traffic circulation and recreational opportunities for the people of the City; and,
- (5) Bring about a greater compatibility of design and use.

The provisions of this article provide enabling authority and standards for the submission, review, and approval of applications for planned unit developments.

- (b) *PUD regulations.*

- (1) A planned unit development (PUD) may be applied for in any zoning district. The granting of a planned unit development application shall require a rezoning by way of amendment of this Ordinance upon the recommendation of the Planning Commission and approval of the City Council.
- (2) Any land use authorized in this Ordinance may be included in a planned unit development, subject to adequate public health, safety, and welfare protection mechanisms being designed into the development to ensure the compatibility of varied land uses both within and outside the development.
- (3) The applicant for a planned unit development must demonstrate each of the following criteria as a condition to being entitled to planned unit development treatment:
 - a. Granting of the planned unit development will result in at least one (1) of the following:
 1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations; or
 2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations; or
 3. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

-
- b. The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, streets and utilities.
 - c. The proposed development shall be consistent with the public health, safety and welfare of the City.
 - d. The proposed development shall not result in an unreasonable negative environmental impact on the subject site or surrounding land.
 - e. The proposed development shall not result in an unreasonable negative economic impact upon surrounding properties.
 - f. The proposed development shall be under single ownership and/or control such that there is a single person having responsibility for completing the project in conformity with this Ordinance.
 - g. The proposed development shall be consistent with the goals and policies of the Master Plan.
- (c) *Procedure for review.*
- (1) *Pre-application conference.* Prior to the submission of an application for planned unit development approval, the applicant shall meet with the Zoning Administrator, together with any staff and consultants the Administrator deems appropriate. The applicant shall present at such conference, or conferences, at least a sketch plan of the proposed planned unit development, as well as the following information:
 - a. Total number of acres in the project;
 - b. A statement of the number of residential units, if any;
 - c. The number and type of nonresidential uses, the number of acres to be occupied by each type of use;
 - d. The known deviations from ordinance regulations to be sought;
 - e. The number of acres to be preserved as open or recreational space; and,
 - f. All known natural resources and natural features to be preserved.
 - (2) *Preliminary plan.* Following the pre-application conference, the applicant shall submit a preliminary site plan of the proposed planned unit development. The preliminary site plan shall be prepared in accordance with the standard set forth in Section 16.06(c). A narrative report shall accompany the site plan providing a description of the project, discussing the market concept and feasibility of the project, and explaining the manner in which the criteria set forth in Section 16.08(b)(3) have been met.
 - a. *Planning commission action.* The preliminary plan shall be noticed for public hearing as a zoning amendment before the Planning Commission. Following the hearing, the Planning Commission shall review the preliminary site plan and shall take one of the following actions:
 - 1. *Approval.* Upon finding that the preliminary plan meets the criteria and standards set forth in Sections 16.08(a) and 16.08(b), the Planning Commission shall grant preliminary approval. Approval shall constitute approval of the uses and design concept as shown on the preliminary plan and shall confer upon the applicant the right to proceed to preparation of the final plan. Approval of the preliminary plan by the Planning Commission shall not constitute rezoning of the property to PUD nor bind the City Council to approval of the final plan.
 - 2. *Tabling.* Upon finding that the preliminary plan does not meet the criteria and standards set forth in Sections 16.08(a) and 16.08(b), but could meet such criteria if revised, the Planning Commission may table action until a revised preliminary plan is resubmitted.

-
3. *Denial.* Upon finding that the preliminary plan does not and cannot meet the criteria and standards set forth in Sections 16.08(a) and 16.08(b), the Planning Commission shall deny preliminary approval.
- (3) *Final plan.* Within six (6) months following receipt of the Planning Commission comments on the preliminary plan, the applicant shall submit a final plan and supporting materials conforming with this section. If a final plan is not submitted by the applicant for final approval within six (6) months following receipt of Planning Commission comments, the preliminary plan approval becomes null and void.
- a. *Information required.* A final site plan and application for a PUD shall contain the following information:
 1. A site plan meeting all requirements of Section 16.06(d), Final site plan.
 2. A separately delineated specification of all deviations from this Ordinance, which would otherwise be applicable to the uses and development proposed in the absence of this planned unit development article.
 3. A specific schedule of the intended development and construction details, including phasing or timing.
 4. A specific schedule of the general improvements to constitute a part of the development, including, without limitation, lighting, signage, the mechanisms designed to reduce noise, utilities, and visual screening features.
 5. A specification of the exterior building materials with respect to the structures proposed in the project.
 6. Signatures of all parties having an interest in the property.
 - b. *Planning commission and action.* The final plan shall constitute an application to amend this Ordinance, and shall be noticed for public hearing as a zoning amendment before the Planning Commission, and otherwise acted upon by the Planning Commission and the City Council, as provided by law.
 1. *Approval.* Upon finding that the final plan meets the criteria and standards set forth in Sections 16.08(a) and 16.08(b), the Planning Commission shall recommend approval to the City Council.
 2. *Tabling.* Upon finding that the final plan does not meet the criteria and standards set forth in Sections 16.08(a) and 16.08(b), but could meet such criteria if revised, the Planning Commission may table action until a revised final plan is resubmitted.
 3. *Denial.* Upon finding that the final plan does not and cannot meet the criteria and standards set forth in Sections 16.08(a) and 16.08(b), the Planning Commission shall recommend denial to the City Council. The Planning Commission shall, to the extent it deems appropriate, submit detailed recommendations relative to the planned unit development project including, without limitation, recommendations with respect to matters on which the City Council must exercise discretion.
 - c. *City council action.* Upon receiving a recommendation from the Planning Commission, the City Council shall review the final plan. Taking into consideration the recommendations of the Planning Commission and the criteria and standards set forth in Sections 16.08(a) and 16.08(b), the City Council shall approve, table or deny the final plan. Prior to approval of a final plan, the City Council shall require all standards and conditions of approval to be incorporated in a

development agreement. The agreement shall be prepared by the City Attorney, reviewed by the City Planner, approved by the City Council, and signed by both the City and the applicant.

(d) *Design standards.*

(1) *Residential design standards.*

- a. Residential density shall not be greater than the maximum density permitted in the zoning district in which the property is situated immediately prior to reclassification under this article. Additional density for residential uses may be allowed at the discretion of the Planning Commission and based upon a demonstration by the applicant of consistency with the Master Plan and of planning and design excellence resulting in a material benefit to the City, adjacent land uses, and/or the ultimate users of the project, where such benefit would otherwise be unlikely to be achieved without the application of the PUD regulations, including, without limitation, innovative design producing significant energy efficiency, pedestrian or vehicular safety, long term aesthetic beauty, and protection and preservation of natural resources and features.

(2) *Non-residential design standards.*

- a. Non-residential uses may be permitted in combination with other nonresidential uses or as part of a common development with residential uses.
- b. The non-residential uses, including parking and vehicular traffic ways, shall be separated and buffered from residential units in a manner consistent with good land and community planning principles.

(3) *General design standards.*

- a. All regulations applicable to setbacks, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a principal permitted use. In all cases, the strictest provisions shall apply.
- b. Notwithstanding the immediately preceding paragraph, deviations with respect to such regulation may be granted as part of the overall approval of the planned unit development, provided features or elements demonstrated by the applicant and deemed adequate by the Planning Commission are designed into the project plan for the purpose of achieving the objectives of this article.
- c. To the maximum extent feasible, the development shall be designed so as to preserve the natural resources and natural features. The benefit, which would reasonably be expected to accrue from the proposal shall be balanced against the reasonably foreseeable detriments of the activity, taking into consideration the local, state and national concern for the protection and preservation of the natural resources or features and the following criteria:
 1. The availability of feasible and prudent alternative methods of accomplishing any development.
 2. The extent and permanence of the beneficial or detrimental effects of the proposed activity.
 3. The size, quality and rarity of the natural resources or natural features, which would be impaired or destroyed.
- d. A perimeter setback and/or berm shall be required from the Planning Commission for the purpose of buffering the development in relation to surrounding properties. If the planned unit development project includes non-residential uses adjacent to a district authorizing residential

uses, and/or if the project is larger than one (1) acre in area, such perimeter setback shall be established with a dimension from the property line of up to fifty (50) feet at the discretion of the Planning Commission, taking into consideration the use or uses in and adjacent to the development. The setback distance need not be uniform at all points on the perimeter of the development.

- e. Thoroughfare, drainage, and utility design shall meet or exceed the standards otherwise applicable in connection with each of the respective types of uses served.
- f. Underground installation of utilities shall be required, including electricity and telephone, as found necessary by the Planning Commission.
- g. Pedestrian walkways shall be separated from vehicular circulation, as found necessary by the Planning Commission.
- h. Signage, lighting, landscaping, building materials for the exterior of all structures, and other features of the project, shall be designed and completed with the objective of achieving an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area.
- i. Where non-residential uses adjoin off-site residentially zoned property, noise reduction and visual screening mechanisms such as earthen and/or landscape berms and/or decorative walls, shall be employed. The Planning Commission, at its discretion, shall review and approve the design and location of such mechanisms.
- j. The City Council upon the recommendation of the Planning Commission shall resolve all ambiguities as to applicable regulations using the Zoning Ordinance, Master Plan, and other City standards or policies as a guide.

(e) *Conditions.*

- (1) Reasonable conditions may be required with the approval of a planned unit development, to the extent authorized by law, for the purpose of ensuring that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment and conserving natural resources and energy, ensuring compatibility with adjacent uses of land, and promoting the use of land in a socially and economically desirable manner.
- (2) Conditions imposed shall be designed to: protect the public health, safety, and welfare; preserve natural features and resources; and, be necessary to meet the intent and purpose of this Ordinance, and ensure compliance with the standards of this Ordinance. All conditions imposed shall be made a part of the record of the approved planned unit development.

(f) *Phasing and commencement of construction.*

- (1) *Phasing.* Where a project is proposed for construction in phases, the planning and designing shall be such that, upon completion, each phase shall be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the residents of the surrounding area. All conditions that are phase specific shall be completed during development of the subject phase, and cannot be postponed for completion during other phases. In addition, in developments which include residential and non-residential uses, the relative mix of uses and the scheduled completion of construction for each phase shall be disclosed and determined to be reasonable at the discretion of the City Council after recommendation from the Planning Commission.

(2) *Commencement and completion of construction.* To ensure completion of required improvements, the City is authorized to impose performance guarantees in accordance with Section 15.19. Construction shall be commenced within one (1) year following final approval of a planned unit development and shall proceed substantially in conformance with the schedule set forth by the applicant, as required by Section 16.08(f)(1). If construction is not commenced within such time, any approval of a site plan on the project shall expire and be null and void, provided, an extension for a specified period may be granted by the City Council upon good cause shown if such request is made to the City Council prior to the expiration of the initial period. Moreover, in the event a site plan has expired, the City Council, based on a recommendation from the Planning Commission, shall be authorized to rezone the property in any reasonable manner, and, if the property remains classified as PUD, a new application shall be required, and shall be reviewed in light of then existing and applicable law and ordinance provisions.

(g) *Effect of approval.*

(1) When approved, the planned unit development amendment, with all conditions imposed, if any, shall constitute the land use authorization for the property, and all improvement and use shall be in conformity with such amendment. Notice of adoption of the final PUD plan and conditions shall be recorded by the applicant at the Oakland County Register of Deeds, evidence of which shall be supplied to the Zoning Administrator.

Sec. 16.09. Planning Commission.

The City Planning Commission shall perform all of the duties of such Commission as are set forth in the ordinance creating said Planning Commission, any amendments thereto and this Ordinance.

In cases where the Planning Commission is required to recommend certain use of premises under the provisions of this Ordinance, the applicant shall furnish such surveys, plans or other information as may be required by said Commission for the proper consideration of the matter.

The Planning Commission shall investigate the circumstances of each such case and shall notify such parties, who may in its opinion be affected thereby, of the time and place of any hearing which may be held relative thereto as required under its rules of procedure.

The Planning Commission may impose such conditions or limitations in recommending approval as may, in its judgment, be necessary to fulfill the spirit and purpose of this Ordinance.

When site plan review is required by the Planning Commission under the terms of this Ordinance, a site plan fee may be required to cover the cost of such reviews including plans, engineers and other such professional services in accordance with a schedule of fees adopted by Council resolution.

(Ord. 431, 12/15/2011; Ord. 433, 3/19/2012)

ARTICLE III. ILLICIT DISCHARGES TO STORM DRAIN SYSTEM

Sec. 16-99. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized enforcement agency means the City Engineer and the Engineer's authorized representatives, which shall specifically include all inspectors and code enforcement, and any other individual designated by the City Manager of Keego Harbor to enforce this article. Where applicable, the term may also mean the Director of the **Department of Environment Great Lakes and Energy (EGLE)** or designated official, and/or the United States EPA Administrator or designated official.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City means the City of Keego Harbor.

Clean Water Act means the federal Water Pollution Control Act (33 USC 1251 et seq.), and any subsequent amendments thereto.

County means the County of Oakland.

Construction activity means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of five (5) acres or more requiring an issued permit and small construction activities impacting one (1) to five (5) acres of land deemed to operate under a national permit. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except any discharges exempted in Section 16-104(b).

Illicit connections mean either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system, including, but not limited to, any conveyances which allow any non-stormwater discharge, including sewage, process wastewater, and wash water, to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR 122.26(b)(14).

MS4 means a municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit means a permit issued by United States Environmental Protection Agency (EPA), or by the State under authority delegated pursuant to 33 USC 1342(b) and codified in the Michigan Natural Resources and Environmental Protection Act Protection at MCL 324.101 et seq that authorizes the discharge of pollutants to waters of the United States or the State, whether the permit is applicable on an individual, group, or general area-wide basis.

Nonstormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm sewer system or storm drainage system means a publicly-owned facility by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater pollution prevention plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

(Ord. No. 438, § 1.01(10.59), 1-19-2017)

Sec. 16-100. Purpose.

The purpose of this article is to provide for the health, safety, and general welfare of the citizens of **the City of Keego Harbor** through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and State law. This article establishes methods for controlling the introduction of pollutants into the municipal storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are:

- (1) To regulate the contribution of pollutants to the municipal storm sewer system by stormwater discharges by any user.
- (2) To prohibit illicit connections and discharges to the municipal storm sewer system.

-
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this article.

(Ord. No. 438, § 1.01(10.60), 1-19-2017)

Sec. 16-101. Applicability.

This article shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless expressly exempted by an authorized enforcement agency.

(Ord. No. 438, § 1.01(10.61), 1-19-2017)

Sec. 16-102. Enforcement, responsibility for administration.

This article shall be enforceable by the City Engineer or other authorized enforcement agency.

(Ord. No. 438, § 1.01(10.62), 1-19-2017)

Sec. 16-103. Minimum standards.

The standards set forth herein and promulgated pursuant to this article are minimum standards; therefore, this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

(Ord. No. 438, § 1.01(10.63), 1-19-2017)

Sec. 16-104. Discharge prohibitions.

- (a) *Prohibition of illegal discharges.* No person shall discharge or cause to be discharged into the storm drain system or watercourses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
- (1) Discharges from footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated - typically less than one (1) PPM chlorine), exclude prohibiting the discharges or flows from firefighting activities to the application.
 - (2) Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.
 - (3) Dye testing is an allowable discharge, but requires a verbal notification to the City Engineer prior to the time of the test.
 - (4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.
 - (5) **Discharge stormwater runoff directly into any lake, pond, or other surface water body within the City without prior treatment and flow control, regardless of zoning classification, parcel size, or impervious**

(Supp. No. 2)

Created: 2024-09-06 10:33:54 [EST]

surface area, unless expressly exempted in writing by the City Engineer based on demonstrated finding that equivalent water quality protection is provided or the compliance is technically infeasible.

(b) *Exempt discharges.* The following discharges are exempt from the discharge prohibitions established by this article:

- (1) Water line flushing and discharges from potable water sources.
- (2) Landscape irrigation runoff, lawn watering runoff, and irrigation waters.
- (3) Diverted stream flows and flows from riparian habitats and wetlands.
- (4) Rising ground waters and springs.
- (5) Uncontaminated groundwater infiltration and seepage.
- (6) Foundation drains, water from crawl space pumps, footing drains, and basement sump pumps.
- (7) Air conditioning condensation.
- (8) Waters from noncommercial car washing.
- (9) Street wash water.
- (10) Dechlorinated swimming pool water from single-, two- or three-family residences. (A swimming pool operated by the permittee shall not be discharged to a separate storm sewer or to surface waters of the State without NPDES permit authorization from MDEQ.)
- (11) Discharge of flows from firefighting activities
- (12) Uncontaminated pumped groundwater, except for groundwater cleanups specifically authorized by NPDES permits.

(c) *Prohibition of illicit connections.*

- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this article if the person connects a line conveying sewage to a storm drain system or MS4 or allows such a connection to continue.

(Ord. No. 438, § 1.01(10.64), 1-19-2017)

Sec. 16-105. Suspension of storm sewer system access.

- (a) *Suspension due to illicit discharges in emergency situations.* The City Engineer or other authorized enforcement agency may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or the waters of the United States or the State. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the United States or the State, or to minimize danger to persons.
- (b) *Suspension due to the detection of illicit discharge.* Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated if such termination would

abate or reduce an illicit discharge. The City Engineer will notify a violator of the proposed termination of its storm sewer system access. The violator may petition the City Engineer for reconsideration and hearing.

- (c) *Violation.* A person violates this article if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the City Engineer or other authorized enforcement agency.

(Ord. No. 438, § 1.01(10.65), 1-19-2017)

Sec. 16-106. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City Engineer or other authorized enforcement agency prior to the allowing of discharges to the storm sewer system.

(Ord. No. 438, § 1.01(10.66), 1-19-2017)

Sec. 16-107. Monitoring of discharges.

- (a) *Applicability.* This article applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity, **within the city of Keego Harbor.**

- (b) *Access to facilities.*

- (1) The City Engineer and/or representatives of the authorized enforcement agency shall be permitted to enter and inspect facilities subject to regulation under this article as often as may be necessary to determine compliance with this article. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the City Engineer or representatives of the authorized enforcement agency.
- (2) Facility operators shall allow the City Engineer and/or representatives of the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by State and federal law.
- (3) The City Engineer and/or representatives of the authorized enforcement agency shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the City Engineer or authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
- (4) The City Engineer has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City Engineer and/or designee and shall not be replaced. The costs of clearing such access shall be borne by the person operating the facility.
- (6) Unreasonable delays in allowing the City Engineer and/or a representative of the authorized enforcement agency access to a permitted facility is a violation of a stormwater discharge permit and

of this article. A person who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity violated this article if the person denies the City Engineer or authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this article.

- (7) If the City Engineer and/or representatives of the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and the City Engineer is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City Engineer and/or authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 438, § 1.01(10.67), 1-19-2017)

Sec. 16-108. Requirement to prevent, controls, and reduce stormwater pollutants by the use of best management practices.

The City Engineer shall adopt requirements identifying best management practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the United States or the State. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

(Ord. No. 438, § 1.01(10.68), 1-19-2017)

Sec. 16-109. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. This responsibility does not apply to publicly or privately owned drains that are not owned by the property owner and are otherwise the responsibility of the drain owner. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

All direct discharge to any lake, pond, or surface water body within the City shall be required to pass through an approved pretreatment system designed to clean stormwater prior to discharge into waterways, complying with the following requirements:

(1) Single-family residential properties.

- a. Stormwater runoff shall be directed through a minimum 15-foot vegetated buffer for properties adjacent to a receiving water body prior to discharge whenever feasible. The vegetated buffer

shall consist of maintained natural vegetation, native plantings, or other approved vegetation designed to promote infiltration, pollutant removal, and runoff reduction.

- b. For properties not adjacent to a lake, pond, stream, wetland, or other surface water body, stormwater runoff may discharge to a ditch, swale, drainage course, or other conveyance system approved by the City Engineer. Property owners are encouraged to use vegetated swales, rain gardens, infiltration areas, or similar practices to reduce runoff and improve water quality where feasible.

(2) Non-single family residential properties.

- a. All direct discharges from a non-single family residential development or redevelopment projects shall be routed through one or more approved stormwater pretreatment system, including, but not limited to:
 - 1. Sump or pump system designed to maintain to detain and control discharge;
 - 2. Mechanical filtration system designed to remove sediment, hydrocarbons, and other pollutants; and/or
 - 3. Vegetated infiltration or treatment area including, but not limited to, bioswales, rain gardens, or other green infrastructure approved by the City Engineer.

(3) Compliance.

- a. The city engineer may approve alternative stormwater management practices that provide equivalent or greater water quality treatment and flow control.
- b. All pretreatment and treatment systems shall be designed, constructed, operated, and maintained in accordance with City standards and applicable state or federal requirements.

(Ord. No. 438, § 1.01(10.69), 1-19-2017)

Sec. 16-110. Notification of release or discharge.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the United States or the State said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by telephone or facsimile no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City Engineer within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

(Ord. No. 438, § 1.01(10.70), 1-19-2017)

Sec. 16-111. Notice of violation.

- (a) Whenever the City Engineer or authorized enforcement agency finds that a person has violated a prohibition or failed to meet a requirement of this article, the City Engineer or designee or other authorized

(Supp. No. 2)

Created: 2024-09-06 10:33:54 [EST]

enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:

- (1) The performance of monitoring, analyses, and reporting;
 - (2) The elimination of illicit connections or discharges;
 - (3) That violating discharges, practices, or operations shall cease and desist;
 - (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
 - (5) Payment of a fine to cover administrative and remediation costs; and
 - (6) The implementation of source control or treatment BMPs.
- (b) If abatement of a violation and/or restoration of affected property are required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or the authorized enforcement agency or a contractor and the expense thereof shall be charged to the violator.

(Ord. No. 438, § 1.01(10.71), 1-19-2017)

Sec. 16-112. Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the City Engineer to the City Council. The notice of appeal must be received by the City Engineer's office within seven (7) days from the date of the notice of violation. A hearing on the appeal before the City Council shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the City Council shall be final.

(Ord. No. 438, § 1.01(10.72), 1-19-2017)

Sec. 16-113. Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within 15 days of the denial of an the appeal, then representatives of the City Engineer or authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

(Ord. No. 438, § 1.01(10.73), 1-19-2017)

Sec. 16-114. Cost of abatement of the violation.

- (a) Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 15 days. If the amount due is not paid within 60 days or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.
- (b) Any person violating any of the provisions of this article shall become liable to the City for the cost of the abatement by reason of such violation. The liability shall be paid in not more than 12 equal payments.

Interest at the legal rate then applicable shall be assessed on a per annum basis on the balance beginning on the first day following discovery of the violation.

(Ord. No. 438, § 1.01(10.74), 1-19-2017)

Sec. 16-115. Compensatory action.

In lieu of bringing enforcement proceedings to seek the penalties and remedies authorized by this article, the City Engineer or authorized enforcement agency may impose alternative compensatory actions upon a violator, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc. The decision to seek alternative compensatory actions does not waive the City's or authorized enforcement agency's right to seek legal enforcement from a court of law.

(Ord. No. 438, § 1.01(10.76), 1-19-2017)

Sec. 16-116. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

(Ord. No. 438, § 1.01(10.77), 1-19-2017)

Sec. 16-117. Criminal prosecution.

- (a) All violations of this article shall be misdemeanor.
- (b) The authorized enforcement agency may recover all attorney fees court costs and other expenses associated with enforcement of this article, including sampling and monitoring expenses.

(Ord. No. 438, § 1.01(10.78), 1-19-2017)

Sec. 16-118. Remedies not exclusive.

The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, State or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

(Ord. No. 438, § 1.01(10.79), 1-19-2017)

Secs. 16-119—16-149. Reserved.

ARTICLE IV. STORMWATER MANAGEMENT

Sec. 16-150. Definition of terms.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accelerated soil erosion means the increased movement of soils that occurs as a result of the impact of development upon the flow of stormwater.

BMP or best management practice means any structural, vegetative or managerial practice used to treat, prevent or reduce water pollution. Such practices include temporary seeding on exposed soils, detention and retention basins for stormwater control, and scheduling the implementation of all BMPs to ensure their effectiveness.

Conveyance facility means a storm drain, either open channel or pipe, as defined in this article.

Detention basin means a structure or facility, natural or artificial, which stores stormwater on a temporary basis and releases it at a controlled rate. A detention basin may drain completely after a storm event, or it may be a pond with a fixed minimum water elevation between runoff events.

Development means any change in grade, impervious surface area, or land cover that tends to alter stormwater impacts on non-residential properties will be held to Oakland County Water Resources Commissioner's Office (OCWRC) standards.

Discharge means any addition or introduction of any pollutant, stormwater, or any other substance into the stormwater system or into the groundwater table.

Disturbed area means an area of land subjected to development.

Ditch means a defined depression of land that transports and directs the flow of stormwater usually along the side of a road.

Drainage system means all facilities, measures, areas, and structures which serve to convey, catch, hold, filter, store, and/or receive stormwater, either on a temporary or permanent basis.

Earth change means a human-made change in the natural cover or topography of land, including, but not limited to, cut and fill activities, which may result in or contribute to soil erosion or sedimentation of watercourses or wetlands.

Floodplain means the area of land typically adjacent to a continuous watercourse that is covered temporarily by water during given flood events recorded elevation per FEMA.

French drain means a below-ground drain consisting of a trench filled with gravel to permit movement of water through the gravel and into the ground. Perforated pipe may be used to enhance the efficiency of the system.

Grading plan means a sealed drawing or plan and accompanying text prepared by a registered professional engineer, surveyor or landscape architect which shows alterations of topography, alterations of watercourses, flow directions of stormwater runoff, and proposed stormwater management and measures, having as its purpose to ensure that the objectives of this article and the City's grading ordinance are met.

Infiltration means the percolation of water into the ground, expressed in inches per hour.

Infiltration facility means a structure or designated area which allows runoff to seep gradually into the ground, e.g., French drains, seepage pits, infiltration trenches, dry well, or perforated pipe.

Maintenance agreement means a binding agreement that sets forth the terms, measures and conditions for the maintenance of stormwater management systems and facilities.

Nonerosive velocity means stormwater flow rate/speed that does not cause accelerated soil erosion.

Offsite facility means all or part of a drainage system that is located partially or completely off the development site for which it serves.

Peak rate of discharge means the maximum rate of stormwater flow at a particular location following a storm event, as measured at a given point and time in cubic feet per second (cfs).

Person means any individual, firm, partnership, association, corporation, company, or organization of any kind including school districts and government agencies conducting operations within the City.

Planning Commission means the City Harbor Planning Commission.

Ponding means the unwanted pooling of water.

Private storm drain means a drainage system serving a platted subdivision or other development which has been designed and constructed and accepted to be operated and maintained by the property owner, business or homeowner's association.

Public storm drain means a drainage system serving a platted subdivision or other development which has been designed and constructed and accepted to be operated and maintained by the City.

Receiving body of water means any watercourse or wetland into which stormwaters are directed, either naturally or artificially.

Retention basin means a holding area for stormwater, either natural or manmade, which does not have an outlet to adjoining watercourses or wetlands. Water is removed from retention basins through infiltration and/or evaporation processes, and retention basins may or may not have a permanent pool of water.

Runoff means that part of precipitation which flows over the land.

Sediment means mineral or organic particulate matter that has been removed from its site of origin by the processes of soil erosion, is in suspension in water, or is being transported.

Site improvement means any change in grade, impervious surface area, or land cover on the site that tends to alter stormwater impacts. The term "site improvement" does not include customary lawn maintenance or gardening.

Soil erosion means the wearing away of land by the action of wind, water, gravity or a combination thereof.

Soil erosion control measures means a structure, facility, barrier, berm, process, vegetative cover, basin, and/or other installations designed to control accelerated soil erosion. Temporary measures are installed to control soil erosion during construction or until soils in the contributing drainage area are stabilized. Permanent measures remain after the project is completed.

Storage facility means a basin, structure, or area, either natural or human made, which is capable of holding stormwater for the purpose of controlling or eliminating discharge from the site.

Stormwater discharge means the volume of water passing a given point at a given time expressed in cubic feet per second. Also referred to as "peak rate of discharge."

Storm drain means a conduit, pipe, ditch, swale, natural channel or manmade structure which serves to transport stormwater runoff. Storm drains may be either enclosed or open.

Stormwater management measure and facility means any facility, structure, channel, area, process or measure which serves to control stormwater runoff in accordance with the purposes and standards of this article.

Stormwater management plan means drawings and/or written information prepared by a registered professional engineer or registered landscape architect which describe the way in which accelerated soil erosion and/or stormwater flows are proposed to be controlled, both during and after construction, having as its purpose to ensure that the objectives of this article are met.

Stormwater management system means the entire existing or proposed stormwater conveyance and storage facilities and all appurtenances thereto.

Swale means a defined contour of land with gradual slopes that transports and directs the flow of stormwater. Also known as a shallow ditch. Generally, a swale is located between homes or through rear yards and is not within a public easement.

Watercourse means any natural or manmade waterway or other body of water having reasonably well-defined banks. Rivers, streams, creeks and brooks and channels, whether continually or intermittently flowing, as well as lakes and ponds are watercourses for purposes of stormwater management.

Watershed means an area in which there is a common receiving body of water into which stormwater ultimately flows, otherwise known as a drainage area.

Wetlands means land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life and is commonly referred to as a bog, swamp or marsh, as defined by State law.

(Ord. No. 19-07, § 10-83, 11-21-2019)

Sec. 16-151. Construction of language.

The following rules of construction apply to the text of this article:

- (1) Particulars provided by way of illustration or enumeration shall not control general language.
- (2) Ambiguities, if any, shall be construed liberally in favor of protecting natural land and water resources.
- (3) Words used in the present tense shall include the future, and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
- (4) Terms not specifically defined in this article shall have the meaning customarily assigned to them.
- (5) Considering that stormwater management in many cases requires sophisticated engineering design and improvements, some of the terms of this article are complex in nature. Effort has been made to simplify terms to the extent the subject matter permits. In addition, assistance and examples will be provided by or on behalf of the City as needed for the interpretation and understanding of this article.

(Ord. No. 19-07, § 10-81, 11-21-2019)

Sec. 16-152. Purposes.

The purpose of this Chapter is to prevent contamination of surface and ground-water by regulating and controlling the construction, operation, and use of stormwater runoff facilities and discharge to the public storm drainage system and waterways; to protect public health, safety, and general welfare; and prevent the pollution, impairment, and destruction of natural resource and the environment of the City and the State. Specifically, the purpose of this article shall be too:

-
- (1) To protect public health, safety, and welfare by requiring stormwater management i.e. quantity and quality enhancements, whenever site improvements or developments are undertaken and existing stormwater features are to be expanded, modified, or altered.
 - (2) To protect surface water and groundwater quality by minimizing pollutants, hazardous substance, sedimentation, soil erosion, flooding, and other adverse impacts associated with stormwater.
 - (3) To promote the minimization or degradation of water resources by reducing and/or avoiding impacts on the hydrology of stormwater runoff.
 - (4) To reduce the need for costly maintenance and repairs to streets, embankments, ditches, streams, lakes, wetlands and storm-water infrastructure, which are the result of inadequate soil erosion and storm-water runoff control.
 - (5) To ensure that stormwater management facilities are properly designed, constructed, maintained, and operated in a cost-effective and functionally effective manner to reduce the need for future remedial projects and infrastructure repairs.
 - (6) To regulate the quantity, rate, direction, and quality of stormwater discharge to prevent harmful effects and damage to adjacent properties, downstream areas, watercourses, lakes, wetlands, groundwater recharge areas, and public or private stormwater infrastructure and allow for off-site stormwater facilities and measures if the proposals meet the requirements of this chapter.
 - (7) To protect the public health, safety, and welfare by preserving, protecting, maintaining, and utilizing existing natural and manmade drainage systems and stormwater management facilities where feasible.
 - (8) To require the incorporation of stormwater management practices and runoff control measures into the early stages of site planning, design, construction, operation, and maintenance.
 - (9) To prevent groundwater contamination and accelerated soil erosion and to control stormwater runoff resulting from proposed earth changes both during and after construction.
 - (10) To ensure that stormwater runoff from development is controlled so that the water quality in watercourses, groundwater recharged by stormwater, and the habitat situated in areas impacted by stormwater are protected, and that siltation and pollution are minimized to the extent possible.
 - (11) To eliminate illicit stormwater connections, discharge to sanitary sewer system, and protect the integrity of the public storm drainage system.
 - (12) To ensure that property owners control the volume and rate of stormwater runoff originating from their property, so stormwater and groundwater quality is protected, soil erosion minimized, and flooding reduced.
 - (13) To encourage stormwater management systems that provide multiple benefits, including, but not limited to, flood control, water quality protection, groundwater recharge, and environmental preservation.
 - (14) To ensure compliance with all applicable local, State, and Federal stormwater, water quality, and environmental laws and regulations.
 - (15) To establish standards, administrative procedures, enforcement authority, and penalties necessary to implement and enforce the provisions of this chapter.
- ~~(2) To protect the public health, safety, and welfare by protecting existing manmade or natural stormwater management facilities.~~

-
- ~~(4) To establish regulations to prevent harmful effects of changes in the quantity and quality of surface water discharge into water bodies that are in the City or in downstream areas.~~
 - ~~(5) To protect homeowner/property owners from neighboring runoff.~~
 - ~~(7) To provide for cost-effective and functionally-effective stormwater management, and to reduce the need for future remedial projects.~~
 - ~~(8) To minimize soil erosion and sedimentation.~~
 - ~~(9) To ensure that all stormwater management facilities will be properly maintained.~~
 - ~~(10) To eliminate stormwater connections to the separated sanitary sewer.~~
 - ~~(11) To recognize private responsibility to incorporate stormwater management systems into the early stages of site planning and design.~~
 - ~~(12) To ensure compliance with State and federal law and regulations relating to water quality.~~

(Ord. No. 19-07, § 10-80, 11-21-2019)

Sec. 16-153. Abrogation and conflict of authority.

- (a) Nothing in this article shall be interpreted to conflict with present or future State statutes in the same subject matter. Conflicting provisions of this article shall be abrogated to the extent of the conflict. The provisions of this article shall be construed, if possible, to be consistent with and in addition to relevant State regulations and statutes.
- (b) In their interpretation and application, the provisions of this article shall be held to be minimum requirements and shall be liberally construed in favor of achieving the objectives of this article, and shall not be deemed a limitation or repeal of any other powers granted by State statutes.
- (c) This article is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this article imposes greater restrictions, the provisions of this article shall prevail. If there is another ordinance that is inconsistent, the terms of the ordinance that promotes the objectives of this article to the greatest extent shall apply.

(Ord. No. 19-07, § 10-82, 11-21-2019)

Sec. 16-154. Standards for stormwater management plan approval.

All developments requiring a stormwater management plan shall comply with the Oakland County Water Resources Commissioner's Office stormwater standards to prevent flooding and protect water quality. The particular facilities and measures required on-site shall take into consideration the natural features, wetlands, and watercourses on the site; the potential for on-site and off-site adverse stormwater impacts, water pollution, and erosion; and the size of the site. Developments shall be held to OCWRC Standards; site improvements will require a grading plan and must comply with the following:

- (1) *Protecting existing stormwater management systems.*
 - a. Natural drainage courses such as ditches, swales, streams, creeks, lakes, etc. shall be protected from:
 - 1. Increased discharge of pollutants or sedimentation;
 - 2. Adverse impacts from increased water quantity or velocity;

-
3. Encroachments that could be otherwise avoided;
 4. Improvements, such as enclosures, for purely aesthetic reasons.
- b. Existing stormwater management systems shall not be obstructed, blocked or their route otherwise altered without the submittal of a stormwater management plan in accordance with this article and the approval granted by the City.
 - c. Regrading, such as cutting or filling, in a wetland is prohibited unless permitted by EGLE.
 - d. Regrading, such as cutting and filling, in a floodplain may be completed as long as a 1:1 cut to fill ratio is maintained and no adverse impact to the floodplain is created. Regrading in the floodplain requires approval from the City based on engineering review and administrative consent unless otherwise indicated.
 - e. Depositing soil, leaf, lawn, plant or other yard waste materials within an existing drainage facility **or body of water** shall be strictly prohibited.
 - f. All stormwater management plans shall first take into account existing drainage and stormwater facilities and preserve and protect these features.

(2) *Discharge onto neighboring property.*

- a. Site drainage or discharge originating from one (1) property (including filling low-lying areas) is prohibited to flow onto another adjacent property, unless it is through an intended stormwater conveyance path through a right-of-way (ROW), such as a ditch, or protected by an easement. Increased site drainage must either be contained on site or drained to an intended conveyance path on the originating property.
- b. In the case of a violation, a solution shall be proposed by the discharging party within ten (10) business days to resolve the issue. The solution must be agreed upon by both parties and by the City for a resolution to occur. If an agreement is made, the discharging entity will have 30 business days to implement the solution and resolve the issue.
- c. If any entity violates this provision or an agreement cannot be reached, the City will determine and implement a solution. A lien will be placed on the discharging party's property for the cost of the solution. The property will be subject to a fine not exceeding \$500.00.

(3) *Improving existing stormwater management systems.*

- a. Most existing stormwater conveyance paths, such as ditches and culverts, are located within county drainage districts or the City's public road ROW. The responsibility for routine maintenance (i.e., mowing, removing obstructions and debris, improving landscaping, etc.) lies with the adjacent property owners.
- b. Under the provisions herein, property owners adjacent to the stormwater facility may individually or in concert with other such property owners petition the City to establish a Special Assessment District (SAD) to evaluate, design, construct, administer, and finance an improvement to a stormwater management facility. The SAD will be facilitated in accordance with the provisions herein, State law, and the City Charter. The benefiting property owners will be assessed their portion of the project costs based on benefit. Typically, drainage area, percent impervious, capacity, or other means as determined by the City are used to determine benefit. The City may elect to contribute to the project costs based on a review of the petition and benefit to the City at large.
- c. Improvements to existing stormwater management systems can also be petitioned through the Oakland County Water Resources Drain Commissioner's Office in accordance the Drain Code of 1956 (MCL 280.1 et seq.).

-
- d. Historically, drainage ditches have been filled in or regraded without approval or without an alternative drainage path constructed. The City has the right to require that drainage areas on or offsite be improved or restored as part of any site improvement or development.
 - e. Design and construction provisions for improving existing stormwater management systems shall be as indicated herein.

(4) *Ditches and driveway culverts.*

- a. It is recognized that existing roadside ditches and driveway culverts are an integral part of the City's overall stormwater management system and are important to local drainage patterns.
- b. Typically, maintenance of roadside ditches and driveway culverts are the responsibility of the adjacent property owner. As such the property owner is responsible for maintaining the drainage pattern through these facilities, removing obstructions, mowing in the case of a grassed ditch, and replacing or repairing these facilities if deteriorated or damaged.
- c. Should a property owner wish to modify or replace a driveway culvert, a plan meeting the requirements of this article shall be prepared, submitted, and include the following specific items:
 - 1. Size and material of the culvert to be replaced and any culverts within 100 feet on the same street of the culvert to be replaced.
 - 2. The existing and proposed inverts of the culvert to be replaced and any culverts within 100 feet on the same street of the culvert to be replaced and any other piping near the proposed replacement.
 - 3. Provisions for the replacement of the driveway including materials, cross sections, construction requirements, etc.
 - 4. The existing and proposed width of the driveway and culvert.
 - 5. Details of any culvert end treatments such as headwalls, end sections, bar grates, etc.
- d. Should a property owner wish to enclose an existing ditch and/or swale, a plan meeting the requirements of this article shall be prepared and submitted and include the following specific items:
 - 1. Size and material of the culvert to be installed and any culverts within 100 feet on the same street of the culvert to be replaced.
 - 2. The proposed inverts of the culvert to be installed and any culverts within 100 feet on the same street of the culvert to be replaced and any other piping near the proposed replacement.
 - 3. A cross section of the ditch enclosure showing the existing ditch bottom, pipe invert, bedding, backfill and at least six (6) inches of fall from the existing edge of the road to a swale over the top of the culvert.
 - 4. Drainage calculations showing the proposed culvert is sized adequately to convey the upstream drainage area.
 - 5. Drainage calculations showing the downstream culverts are sized adequately to convey the upstream drainage area.
 - 6. Location and details of at least two (2) inlets, catch basins or structures per property, to receive and inlet surface drainage into piping.
- e. Requests for enclosing ditches shall not be granted unless it can be demonstrated that:

-
1. The proposed enclosure is sized accordingly and can be extended for a future storm sewer;
 2. The enclosure will not affect the subsurface drainage for the adjacent roadways; and
 3. Surrounding properties will not adversely be affected.
- f. All design, construction and maintenance costs for driveway culverts and ditch enclosures will be the responsibility of the adjacent property owner. The City may request a surety bond or escrow deposit be placed with the City to guarantee the completion of the project.
- g. If a City-initiated roadway or drainage project requires the cleaning or repairing of a driveway culvert or ditch enclosure the City shall cause said cleaning, repair or enclosure to be done at the project's cost. All other cleaning or repairing to maintain flow shall be completed by the property owner or at the City's request in accordance with the provisions herein. Failure to comply with the City's request may result in the City completing the project. Costs will be assessed to the adjacent property owner and a lien placed on the property if payment is not received.

(5) *Soil erosion control.*

- a. Cutting, filling and grading shall conform with the requirements of the grading ordinance and the soil erosion control permit issued by the Oakland County Water Resources Drain Commissioner's Office.
- b. All development and other earth changes shall be designed, constructed, and completed in such a manner that the exposed area of any disturbed land is limited to the shortest practical period of time. Proposed erosion control measures shall be submitted to the City for determination that such measures comply with the City regulations in the zoning ordinance that require property owners to obtain a grading permit, if relevant.
- c. Approved soil erosion control measures shall be installed and maintained between the disturbed area and any down gradient watercourses (including rivers, streams, creeks, lakes, ponds, and other watercourses), wetlands, roadways, and property lines.
- d. Sediment resulting from accelerated soil erosion shall be removed from runoff water before it leaves the site of the development.
- e. Temporary and permanent soil measures designed and constructed for the conveyance of water around, through, or away from the development or earth change area shall be designed to limit the water flow to a nonerosive velocity.
- f. Temporary soil erosion control measures shall be removed after permanent soil erosion control measures have been implemented and stabilized. All developments and earth change areas shall be stabilized with permanent erosion control measures.
- g. If inland lakes, ponds, rivers, creeks, wetlands, streams or other watercourses are located on or near the site, measures which trap sediment shall be provided. Straw bale berms may be used as temporary stormwater diversion structures but will not be considered sufficient by themselves for trapping sediment on-site. The use of temporary sediment basins, sediment traps, filter fabric, and rock filters in lieu of straw bale berms shall be employed as required as part of a permit. Other measures may be required if reasonably determined to be necessary to protect a watercourse or wetland.
- h. When it is not possible to permanently stabilize a disturbed area after an earth change has been completed or where significant earth change activity ceases, temporary soil erosion control measures shall be implemented within two (2) calendar days.
- i. Permanent soil erosion control measures for all slopes, channels, ditches, or any disturbed land area shall be completed within 15 calendar days after final grading or the final earth change has

been completed. All temporary soil measures shall be maintained until permanent soil measures are implemented and stabilized.

- j. Vegetated filter strips, 25 feet in width, shall be created or retained along the edges of all lakes, creeks, streams, and other watercourses. As part of permit approval, the width of a particular filter strip may be reduced to the extent it is demonstrated that a portion of the width will serve no useful function, e.g., to the extent the grade is such that water flow will be away from the watercourse and the filter strip does not serve to protect wildlife habitat or other useful function.
- k. The City shall have the authority to issue stop-work orders for failure to comply with the requirements of this section, provided a proprietor shall be entitled to a hearing before the chief building inspector or designee within three (3) business days to determine whether the stop-work order shall continue.

(6) Stormwater quality treatment requirements.

All new and substantially redeveloped non-single-family residential projects, regardless of size or disturbed area, shall incorporate stormwater management practices that improve stormwater runoff quality before discharge from the site. Untreated stormwater runoff to lakes, wetlands, watercourses, or municipal storm sewers shall be minimized to the maximum extent practicable through green infrastructure and other approved best management practices. Acceptable practices must follow the most current version of the Oakland County Water Resources Commissioner's Stormwater Engineering Design Standards.

The selected management practices shall be designed to remove pollutants, reduce sediment transport, promote infiltration, and protect downstream water resources. The City Engineer or designated reviewing authority may approve alternative practices that provide equivalent or greater water quality benefits based on site conditions and proposed land use.

(7) Post construction stormwater management and infiltration requirements.

- a. All development and redevelopment projects disturbing one acre or more shall comply with the post-construction stormwater management, water quality treatment, and infiltration requirements contained in the most current version of the Oakland County Water Resources Commissioner's Stormwater Engineering Design Standards.
- b. All non-single family residential development and redevelopment projects, regardless of site size, shall provide stormwater quality treatment in accordance with the most current version of Oakland County Water Resource Commissioner's Stormwater Design Standards.
- c. These requirements apply to development and redevelopment projects involving land disturbance, including but not limited to clearing, grading, excavating, construction and paving, that results in an earth change or disturbance in the existing cover or topography of land, including any external demolition, modification, or alteration of a site or the footprint of a building.
- d. Exemptions from these requirements shall be consistent with the exemptions contained in the most current version of the Oakland County Water Resources Commissioner's Stormwater Engineering Design Standards. Common exemptions to these stormwater standards include, but are not limited to, the following:
 - 1. Resurfacing of an asphalt, concrete, or similar surface (mill and fill) that does not expose the aggregate or subgrade or result in replacement of the onsite drainage system.

-
2. The practices of clearing, plowing, and tilling soil and harvesting for the purpose of crop production.
 3. The project does not meet the development or redevelopment criteria as dictated by the City of Keego Harbor.
 4. The development or redevelopment project is for one single family detached dwelling that is not part of a common plan of development.
 5. The development or redevelopment project is for emergency maintenance and work performed to protect public health and safety.
 6. Development or redevelopment projects discharging to a Road Commission of Oakland County (RCOC) stormwater system or right-of-way shall comply with all applicable City of Keego Harbor, Oakland County Water Resource Commissioner, and Road Commission for Oakland County stormwater management requirements. Where requirements differ, the most restrictive standard shall apply as determined by the City Engineer.
 7. Other exemptions may apply based on technical infeasibility but must be approved by the City Engineer or will be updated based on the most current version of the Oakland County Stormwater Design Standards.
- e. Where site conditions prevent full compliance with infiltration due to groundwater conditions, unsuitable soils, contamination concerns, or other documented constraints, the application shall demonstrate infeasibility and provide alternative stormwater management measures acceptable to the City Engineer.
 - f. Compliance with this subsection shall not relieve an applicant from obtaining any other permits or approvals required by the City, Oakland County Water Resources Commissioner, Road Commission for Oakland County, Oakland County Health Division, Michigan Department of Environment, Great Lakes, and Energy (EGLE), or other applicable agencies.

(Ord. No. 19-07, § 10-84, 11-21-2019)

Sec. 16-155. Storm-water runoff control permits and soil erosion and sediment control permits.

- (1) *Regulated land uses and earth changes.* Earth changes and other construction and activity requiring a construction permit from the City Engineer, unless otherwise exempt by this Chapter, shall be required for the following:
 - a. Any activity requiring a grading permit, as specified in Article XV, Section 15.26, Site Grading, including grading, excavation, filling, stockpiling, or other alternations to the land.
 - b. Any development, redevelopment, or earth change activity that creates, modifies, replaces, or increases impervious surface area.
 - c. Any multiple-family, commercial, industrial, institutional, recreational, public, or mixed-use development involving earth change activities.
 - d. Any earth changes activities requiring stormwater management facilities, best management practices, or other runoff control measures pursuant to this Chapter.

-
- e. Any earth change activity identified by the City Engineer as having the potential to increase flooding, erosion, sedimentation, pollutant discharge, drainage impacts, or environmental degradation on-site or off-site.
 - f. Landscaping and routine grounds maintenance activities shall be exempt from permit requirements provided such activities do not alter drainage patterns, increase impervious surface area, or otherwise violate the requirements of this Chapter.
 - g. Separate permits pursuant to Part 91, Soil Erosion and Sedimentation Control, and other applicable federal, state, and local, or county regulations may be required as determined by the applicable enforcing agency.

(2) *Application Submittal.*

- a. All applications for Construction permit shall include three copies of the proposed groundwater protection and stormwater runoff control plan, unless more copies are requested by the City Engineer. Copies of the permit application form shall be made available by the City Engineer.
- b. Permit applications shall be submitted to the City Engineer, who may coordinate review with the Zoning Administrator, Building Official, Planning Commission, and other City consultants as necessary.
- c. Application for a permit shall be made prior to the start of any earth change or activity requiring a permit, including construction of access roads, driveways, tree and shrub removal, or grading. Permit approval shall be given prior to the initiation of any work activity. Any unauthorized work shall be considered a violation of this chapter regardless of any later actions taken toward compliance. Soil tests boring, cutting of vegetation for land surveys, percolation tests, and normal maintenance shall not be considered as a type of work under this chapter.
- d. Proposed groundwater protection and stormwater runoff control plan facilities shall be included into any site plan, grading plan, engineering plan, or other development plan required by the City.
- e. The application review period begins upon receipt of a completed application, upon the City Engineer's determination, with all required drawings, supporting documents, and fees.
- f. Issuance of a Construction permit under this Chapter shall not relieve the applicant of the responsibility to obtain any grading permit, site plan approval, building permit, special land use approval, or other authorization required by the City Code or Zoning Ordinance.

(3) *Sequential application*

- a. On projects which are so large or complex that a plan encompassing all phases of the project cannot reasonably be prepared prior to initial groundbreaking, application for a permit on successive major incremental earth change activities may be allowed. Requests for sequential applications shall be approved by the zoning administration prior to submittal of a permit application.
- b. Approval of sequential applications shall take place in two phases. First, the overall conceptual plan for the entire development shall be submitted for review and approval. Second, detailed plans for sections of the total project may be submitted for review and approval.
- c. All permits processed and issued for phases of a project shall be clearly defined as to the nature and extent of work covered. Each phase of the project must be reviewed and permitted prior to construction.

-
- d. Approval of a sequential permit application shall not relieve the applicant from obtaining any site plan approval, grading permit, special land use approval, or other authorization required by the City Code or Zoning Ordinance. Sequential permit approval shall apply only to the earth change activities specifically identified in the approved permit phase.

(Ord. No. X, § X, X)

ARTICLE III. LAND PARCEL IMPROVEMENTS

Sec. 24-56. Purpose, intent and validity of article.

- (a) *Purposes.* This article has been enacted for the purpose of protecting the public health, safety and general welfare of the residents of the City and of ensuring the orderly growth and harmonious development of the City by requiring:
- (1) Adequate and convenient open spaces for traffic, utilities, access of firefighting equipment, recreation, light, air, privacy and safety from fire hazards.
 - (2) Establishment of standards for the construction of any and all improvements as required in this article.
- (b) *Interpretation.* The provisions of this article shall be construed to be the minimum requirements necessary for the preservation of public health, safety and welfare within the City. This article is not intended to repeal, abrogate or supersede any existing regulations of the City, or to conflict with any statutes, laws or regulations of the State or the County; except that these regulations shall prevail in cases where these regulations impose a lawful restriction or requirement more severe than existing statutes, laws or regulations. If any section or provision of this article shall be held invalid by a court of competent jurisdictions, this shall not affect the validity of other sections or provisions of this article.

(Code 2001, § 14-71; Ord. No. 252, 3-19-1987)

Sec. 24-57. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Grading means any change or alteration of existing ground surface elevations of any parcel of land by excavating or filling.

Improvements means any additions to or change of the natural state of the land which increase its value, utility or habitability.

Parcel means a unit of land described by survey or metes and bounds, or identified by lot number in a plat.

Surface drainage means any stormwater collecting on and flowing over the surface of the ground.

(Code 2001, § 14-72; Ord. No. 252, 3-19-1987)

Sec. 24-58. Procedures, requirements, fees and standards.

- (a) *Deposit of plans and specifications.* Any land developer or owner of a parcel of land, prior to construction of any sanitary sewer, any storm sewer, any water main or any stormwater retention pond, or prior to any grading or changing of surface drainage or paving, shall deposit with the City Building Department the required number of copies, as provided in Subsection (b) of this section, of drawings and specifications, together with estimated costs of the improvements.
- (b) *Plans and specifications.*

- (1) The plans and specifications shall be prepared by, and each sheet of the plans signed and sealed by, a professional engineer. Plans detailing parcel surveys must be signed and sealed by a licensed land surveyor.
- (2) Plans shall be prepared on 24-inch by 36-inch size sheets and shall generally be drawn to scale of not more than 50 feet to the inch. The drawings shall contain sufficient detail to properly show the proposed locations and methods of construction or grading. The City consulting engineer may require the plans to be drawn to a scale of 30 feet to the inch when it is deemed necessary to properly show existing conditions. Site plan and profile drawings may also be required when deemed necessary by the engineer.
- (3) As-built plans on a polyester film base and acceptable to the City must be submitted, showing the exact location of all water mains, sewers and appurtenances, after completion of the project and before it is accepted by the City. These plans must be prepared and certified by the developer's engineer.
- (4) The number of copies of plans required to be submitted to the City Building Department shall be as follows:

| <i>Type of Improvement</i> | <i>Initial Submission</i> | <i>Final Submission</i> |
|------------------------------|---------------------------|-------------------------|
| Grading and surface drainage | 3 | 4 |
| Water mains | 3 | 4 |
| Sanitary sewers | 3 | 4 |
| Storm sewer and paving | 3 | 4 |
| Retention basins | 3 | 4 |

- (5) Before any construction takes place, all appropriate governmental permits covering noncity jurisdiction must be on file at City Hall.

(c) *Grading and surface drainage plans.*

- (1) All fill brought on to the site shall be clean, inert granular or cohesive soil. Building debris, broken concrete, organic material or other objectionable materials will not be allowed to be dumped on a site being filled.
- (2) In order to provide effective erosion and sediment control without impeding surface water flow, practical combinations of the following technical principles shall be applied to the erosion control aspects of the grading plan:
 - a. The smallest practical area of land should be exposed at any one (1) time during development.
 - b. When land is exposed during development, the exposure should be kept to the shortest practical period of time.
 - c. Temporary vegetation and/or mulching should be used to protect critical areas exposed during development.
 - d. Sediment basins (debris basins or silt traps) should be installed and maintained to remove sediment from runoff waters from land undergoing development.
 - e. Provision should be made to effectively accommodate the increased runoff caused by changed soil and surface conditions after development.
 - f. The permanent final vegetation and structures should be installed as soon as practical in the development.

-
- g. The development plan should be fitted to the topography and soil so as to create the least erosion potential.
 - h. Wherever feasible, natural vegetation should be retained and protected.
 - i. Asphalt paved or grass covered areas shall have a minimum general slope of one (1) percent with specific water-carrying swales having a minimum slope of four-tenths (0.4) percent.
 - j. Concrete paved surfaces shall have a minimum slope of four-tenths (0.4) percent.
 - k. All project areas shall drain stormwaters to suitable inlet structures which will prevent such stormwater from flowing across adjacent private property and prevent damage to both private and public properties.
 - l. It shall be unlawful for any person to interfere with or obstruct the flow of surface water over easements for public utilities or to impede the flow of surface water across private property in a manner different from the approved grading plan and drainage pattern.
 - m. Prior to the issuance of a certificate of occupancy, it will be necessary that a grading survey, prepared and signed by a registered civil engineer or land surveyor, be submitted to the City Building Department attesting to the fact that the site is graded in accordance with the drainage pattern approved at the time of issuance of the building or land use permit. This may be submitted as part of the as-built construction drawings.
 - n. In lieu of this land survey, a surety bond, letter of credit or cash deposit in the amount set by the City Building Department may be required to ensure grading and submission of each survey at a later date when a building, land or structure is otherwise suitable for occupancy during that season of the year when weather conditions make finish grading unfeasible. In such case a temporary certificate of occupancy may be issued, and the date for completion of grading shall be indicated on the temporary certificate of occupancy or its related documents.
- (d) *Storm sewer system and retention basin design criteria and construction requirements.*
- (1) The developer's engineer must submit copies of all design data, together with plans for any storm drainage system.
 - (2) Determination of surface water runoff and sizing of sewer system pipes, culverts, open channels shall be as follows:
 - a. All storm drain systems shall be designed to carry the maximum anticipated stormwater runoff flowing full from the entire contributing acreage. The hydraulic gradient shall generally be kept at the top of pipe, and in no case shall it be higher than two (2) feet below any manhole or catchbasin cover.
 - b. The "rational method" of design shall be used to determine flow (Q), where $Q=CIA$.
 - c. The ten-year storm frequency of $I-175/(T+25)$ shall be used.
 - d. A realistic coefficient of runoff shall be used based upon the imperviousness of the contributing acreage.
 - e. An initial time of coefficient of 15 minutes shall be used on residential developments. A shorter time of concentration shall be used in industrial developments.
 - f. To select pipe sizes the manning's formula with an "N" factor of 0.013 for concrete pipe and an "N" factor of 0.025 for C.M.P. shall be used.
 - g. The minimum velocity of flow through pipes shall be two and one-half (2.5) feet per second when flowing full.

-
- h. Pipe joints shall be such as to prevent excessive infiltration.
 - i. Minimum pipe size shall be 12 inches in diameter unless a restricted outlet is required. Design data must support restriction.
 - j. Inlet headwater control or outlet tailwater control nomographs with proper "K" factors shall be used to determine culvert size.
 - k. The Manning's formula shall be used to size an open channel and/or ditch. A minimum "N" factor of 0.035 shall be used unless special treatment is given to the bottom and side slopes, such as riprap or paving.
- (3) Stormwater retention is required as follows:
- a. On-site retention will be required if the storm drainage outlet is incapable of handling the developed runoff.
 - b. The allowable outflow from a retention basin shall be restricted to agricultural runoff, which is defined as 0.2 cfs per acre.
 - c. The volume of retention provided must be equal to or in excess of that required by the County Drain Commissioner's simplified retention basin design procedure for a ten-year frequency storm.
 - d. All retention basins should have a positive method in which to be dewatered such as by gravity flow or pump outlet.
 - e. Retention volume on a gravity outflow retention basin is defined as the volume of retention provided above the invert of the outflow pipe. Any volume provided below the invert of the outflow pipe will not be considered as retention.
 - f. Retention volume must be provided for all acreage contributing to the retention basin, including that acreage off the site.
 - g. Retention may be provided by either an in-line or off-line retention basin.
 - h. All in-line basins must have a control structure capable of passing the upstream ten-year storm flow.
 - i. Provision for maintenance of the retention basin shall be made by the developer with the property owners. The City will not accept the responsibility for the maintenance of any retention basin.
 - j. All retention basins must have provision for an overflow.
 - k. The bottom of all retention basins shall be graded in such a manner as to provide positive flow to the pump or pipe outlet.
 - l. One foot of freeboard shall be provided above the ten-year storm water elevation.
 - m. Fencing will be required as needed, depending upon basin depth, steepness of side slopes, etc.
 - n. All retention basins must be permanently stabilized to prevent erosion.
 - o. It is not acceptable to retain water on parking lots in excess of one (1) foot of depth. This depth shall not include curbs.
- (4) Drainage structures, open channels and/or ditches are regulated as follows:
- a. All drainage structures shall be constructed according to latest issue of standard details and specifications of the State Department of Transportation.

-
- b. Minimum size of all manholes and catchbasins shall be four (4) feet in diameter, and all inlets shall be two (2) feet in diameter.
 - c. Inlets shall be used only in paved areas and shall not be connected to a sumpless drainage structure, e.g. an inlet can precede a catchbasin.
 - d. Drainage inlets and catchbasins shall be located as follows:
 - 1. To ensure complete positive drainage of all areas of the development.
 - 2. At all low points of streets and rear yards.
 - 3. Such that there is no flow across a street intersection.
 - 4. Such that there is a maximum of 500 feet of drainage from any particular point in the development to an inlet or catchbasin.
 - e. The flows to specific catchbasin or inlet castings shall conform to the following:
 - 1. Combination curb and gutter casting (M.D.O.T. Cover K) and gutter casting (M.D.O.T. Cover D-4) a maximum of 3.1 cfs at zero (0) percent grade (sump condition) and decreasing as grade increases.
 - 2. Rear yard or ditch (beehive) casting (M.D.O.T. Cover E) a maximum of 2.5 cfs at zero percent grade (sump condition) and decreasing as grade increases.
 - f. All drainage systems discharging into lakes, creeks, open drains or natural drainage courses shall terminate with A.M.D.O.T. standard headwall; and the first manhole upstream of a headwall shall have a two-foot-deep sump.
 - g. Leach basins will not be recognized as acceptable methods of providing adequate storm drainage.
 - h. Side slopes of all open channels and/or ditches shall be no steeper than one (1) vertical to four (4) horizontal.
 - i. Special erosion protection shall be placed at bends, drain inlets or outlets or other location as required in all open channels and/or ditches.
- (5) Post construction stormwater management requirements are as follows:
- a. The Oakland County Water Resources Commissioners Stormwater Engineering Design Standards, as amended from time to time, are hereby adopted by the City of Keego Harbor in this chapter for the control and treatment of stormwater runoff.
 - b. In addition, all new non-single family residential development and redevelopment projects shall comply with the post-construction stormwater management, water quality treatment, and infiltration requirements of the Oakland County Water Resources Commissioner's Stormwater Engineering Design Standards and as specified in Chapter 16, Section IV, Stormwater Management.
 - c. All permanent and temporary stormwater management BMPs, constructed as part of the requirements of this section, are subject to these standards.
 - d. These standards shall also apply to any activities that may affect the quantity or quality of a private or stormwater conveyance system or any waterway within the city. Any person(s) engaged in activities that may result in excessive quantities or pollutants entering any stormwater conveyance systems or waterways may be subject to the remedies for violation of this section. Examples of such pollutants may include, but are not limited to, debris, concrete washings, de-

icing materials, fertilizers, heavy metals, automobile fluids, topsoil, yard wastes, and commercial or light industrial wastes.

- e. Natural swales and channels should be preserved, whenever possible. If channel modification must occur, the physical characteristics of the modified channel will meet the existing channel in length, cross-section, slope, sinuosity, and carrying capacity. Streams and channels will be expected to withstand all events up to the two-year storm without increased erosion.
 - f. The construction plan review and approval shall demonstrate compliance with the Oakland County performance standards. The city will pursue enforcement if the site is not constructed in accordance with the approved construction plan.
 - g. The City reserves the right to adopt alternative standards as appropriate. The City Administrator shall have the authority to grant waivers and variances from specific control provisions of the stormwater management standards due to site-specific conditions, provided that any approved waiver or variance does not result in a level of stormwater management protection less stringent than that required by the Oakland County Water Resources Commissioner's Stormwater Engineering Design Standards.
 - h. The post construction stormwater requirements in this chapter supersede any other post construction stormwater requirements found in other city ordinances.
 - i. Long-term operation and maintenance through maintenance agreements of all structural and vegetative best management practices (BMPs) must be implemented to meet the performance standards. The maintenance agreements must allow for BMP inspection, the ability to perform necessary maintenance neglected by the BMP owner or operator, and to track the transfer of operation and maintenance responsibility of the BMP.
 - j. Where site conditions prevent full compliance with infiltration requirements due to groundwater conditions, unsuitable soils, contamination concerns, or other document constraints, the applicant shall demonstrate technical infeasibility and provide alternate stormwater management measures acceptable to the City Engineer.
- (e) *Water main and sanitary sewer regulation.* Water mains and sanitary sewers are regulated as follows:
- (1) All water mains and appurtenances shall be designed and constructed according to and in conformity with the requirements and specifications of the appropriate County and State agencies.
 - (2) All sanitary sewers and appurtenances shall be designed and constructed in accordance and conformity with the requirements and specifications of the appropriate County and State agencies.
 - (3) Copies of all required permits must be on file with the City before construction commences.
- (f) *Pavement design and construction.* Pavement design criteria and construction requirements are as follows:
- (1) *Grades.*
 - a. Minimum grades on roadways with curb and gutter section shall be four-tenths (0.4) percent and maximum grade shall be six (6.0) percent.
 - b. Minimum grades in parking lots shall be one (1.0) percent and maximum six (6.0) percent.
 - c. Vertical curves will be required at all intersection grades where the grade change exceeds one (1.0) percent.
 - (2) *Subbase and aggregate base material and construction.*
 - a. Subbase materials shall meet the requirements for granular material Class II of M.D.O.T. specifications.

-
- b. Base material shall consist of either 21AA crushed stone, 21A slag or 22A aggregate meeting the gradation requirements of M.D.O.T. specifications.
 - c. The base shall be constructed in two (2) equal courses. In no instance shall the depth of any one (1) layer be more than six (6) inches compacted thickness nor less than three (3) inches compacted thickness. Each layer shall be spread uniformly and located with an approved motor grader until the surface is smooth and evenly distributed. The floating and leveling shall be done in combination with rolling by a tamping type, vibrating type or pneumatic tired roller until each layer is compacted to 95 percent of its maximum density, measured according to ASTM Designation D-1557, also known as AASHTO No. T-180, for a minimum depth of nine (9) inches. Compaction tests of the base shall be conducted by an independent testing laboratory and results furnished to the City's Engineer upon request.
- (3) *Bituminous aggregate pavement and construction.* All materials and construction shall meet the requirements of the latest edition of M.D.O.T. specifications.
- (4) *Full-depth asphalt pavement and construction.* Bituminous aggregate base course shall conform to the latest edition of M.D.O.T. specifications.
- (5) *Concrete pavement and construction.*
- a. All concrete shall have a compressive strength at 28 days of not less than 3,500 psi.
 - b. All concrete shall be produced by use of air entraining Portland cement. Air entrained concrete shall contain six and one-half (6.5) percent entrained air with a tolerance of plus or minus one and one-half (1.5) percent.
 - c. All concrete pavement shall be minimum six-inch uniform thickness and shall have six-inch integral roll curb or four-inch mountable curbs, except industrial development pavements shall have eight-inch minimum uniform thickness, with six-inch roll curbs.
 - d. All longitudinal and transverse contraction joints shall be sawed one-fourth-inch wide and to a depth of one-fourth (1/4) of the pavement thickness plus one-half (1/2) inch.
 - e. On pavements with widths of 31 feet or less, longitudinal joints will be required at the third points of the pavement; and on pavements with widths greater than 31 feet, longitudinal joints will be required at the quarter points of the pavement.
 - f. Prior to sealing, all joints shall receive a cleaning with a jet of compressed air supplied at a working pressure of not less than 90 psi in addition to any other cleaning which may be required to ensure a thoroughly clean joint.
 - g. All joints, either contraction or expansion, shall be filled and sealed with a hot-poured rubber-asphalt type compound which shall be placed in two (2) applications.
 - h. Maximum single pour width for concrete pavement shall not exceed 31 feet back of curb to back of curb. Pavements with widths greater than 31 feet back of curb to back of curb shall be placed by part width construction.
 - i. The subgrade shall be constructed for the entire development (special consideration may be given to large developments) prior to the installation of any subbase or concrete pavement and shall be compacted to 95 percent of its maximum density measured according to AASHTO T-180 test, accurately trimmed to within one-fourth (1/4) inch plus or minus of the established grade and shaped to provide adequate drainage.
 - j. When required, subbase material, in addition to conforming to requirements of Subsection (f)(2)a of this section, shall be placed not less than four (4) feet wider than the proposed width of

the concrete pavement, and compacted for its entire width to not less than 95 percent of its maximum density as measured according to AASHO No. T-180 test.

- k. All forms shall be set on a true line and on grade with a minimum of 1,000 lineal feet set prior to and maintained during all paving operations. The proprietor's engineer is to verify the setting of the forms, in writing, prior to placing of the concrete pavement.
- l. Concrete pavement placed in intersections and approaches shall be constructed with independent grades to provide smooth riding transitions and a variable joint layout. In addition, concrete pavement placed within all intersections and approaches shall be poured as a single unit from radius point to radius point and shall be constructed two (2) inches greater in thickness than the uniform widths portions of the streets, but shall not exceed nine (9) inches in thickness.
- m. All compaction tests of subgrade and subbase shall be conducted by an independent testing laboratory and results furnished to the City's Engineer upon request.

(6) *Pavement thickness.*

a. In residential developments:

- 1. Pavement on existing natural granular subgrades shall consist of 2 1/2-inch asphalt surface on eight-inch 22 aggregate base or on six-inch 21AA stone, or 21A slag base, or six-inch full-depth asphalt, or six-inch uniform concrete pavement.
- 2. Pavement on cohesive (clay) soil subgrades shall consist of:
 - (i) Nine-inch full-depth asphalt or eight-inch uniform concrete pavement.
 - (ii) Seven-inch full depth asphalt or six-inch uniform concrete with six-inch subbase, and full-length edge drain.
 - (iii) Seven-inch full-depth asphalt or six-inch uniform concrete with six-inch lime stabilized subgrade and edge drains as needed.
 - (iv) Eight-inch full-depth asphalt or seven-inch uniform concrete on 12-inch excavated, replaced and compacted subgrade.

b. For industrial developments, pavement shall meet County Road Commission specifications as to type, construction procedures, materials and thickness requirements.

c. All concrete curb and gutter sections shall meet requirements of section 6:09 of current M.D.O.T. specifications and shall be constructed according to M.D.O.T. standard details.

- (g) *Deposit to cover expenses for consulting engineering review work.* At the time of initial submittal of the required number of copies to the City Building Department, the land developer or owner shall also deposit the sum of one and one-half (1.5) percent of the total estimated cost of improvements or \$100.00, whichever sum is greater, which amount will be used by the City to defray their expenses incurred for consulting engineering review work.
- (h) *Copies of plans, specifications, cost estimates and fees required for review.* Upon receipt of the required number of copies of plans, specifications, cost estimates and fees, the Building Department shall transmit all except one (1) copy to the City's consulting engineers for their review.
- (i) *Approval of plans, specifications, cost estimates and fees; noncompliance with design and construction standards.* Upon completion of the review, the City's consulting engineer shall approve the plans, specifications, cost estimates and fees if they comply with the City's design and construction standards and shall forward such items to the cognizant governmental agencies. If any item does not comply with such design and construction standards, the plans shall be returned to the land developer or owner or their agents with the engineer's notations as to any deficiency. Upon correction of the necessary deficiency, the

land developer or owner shall again submit the required number of copies directly to the City's consulting engineer.

- (j) *Submission of approvals and/or permits of governmental agencies.* Before commencement of construction of any improvements, the owner or the owner's agent shall submit copies of approvals and/or permits of all cognizant governmental agencies to the City's Building Department.
- (k) *Grading work or facilities' installation undertaken without inspection.* No grading work or construction of improvements shall be undertaken without City inspection. Any facilities installed without inspection may be required to be removed and reinstalled at the owner's or land developer's expense with proper City inspection.
- (l) *Deposit to cover inspection costs.* Prior to commencement of construction, the developer or owner shall deposit with the City the sum as shown below to cover the inspection costs:
 - (1) On projects less than \$100,000.00, the deposit shall be five (5) percent of the total estimated cost.
 - (2) On projects of \$100,000.00 or more, the deposit shall be three and one-half (3.5) percent of the total estimated cost.

The inspection fees will be drawn from the moneys deposited with the City. The actual inspection cost will be normal hourly billing rate of the City's consulting engineer. Any unused moneys will be rebated, and moneys due will be billed at the completion of the construction.

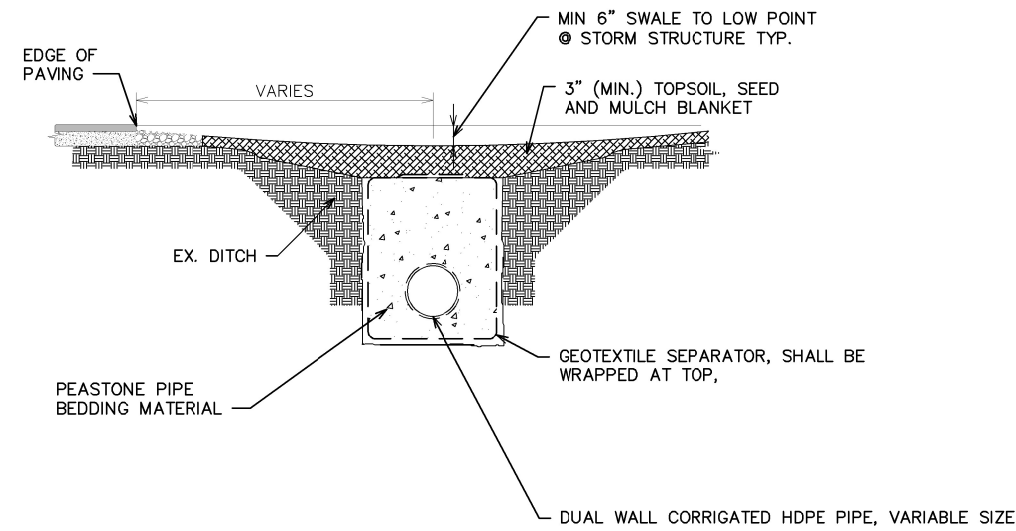
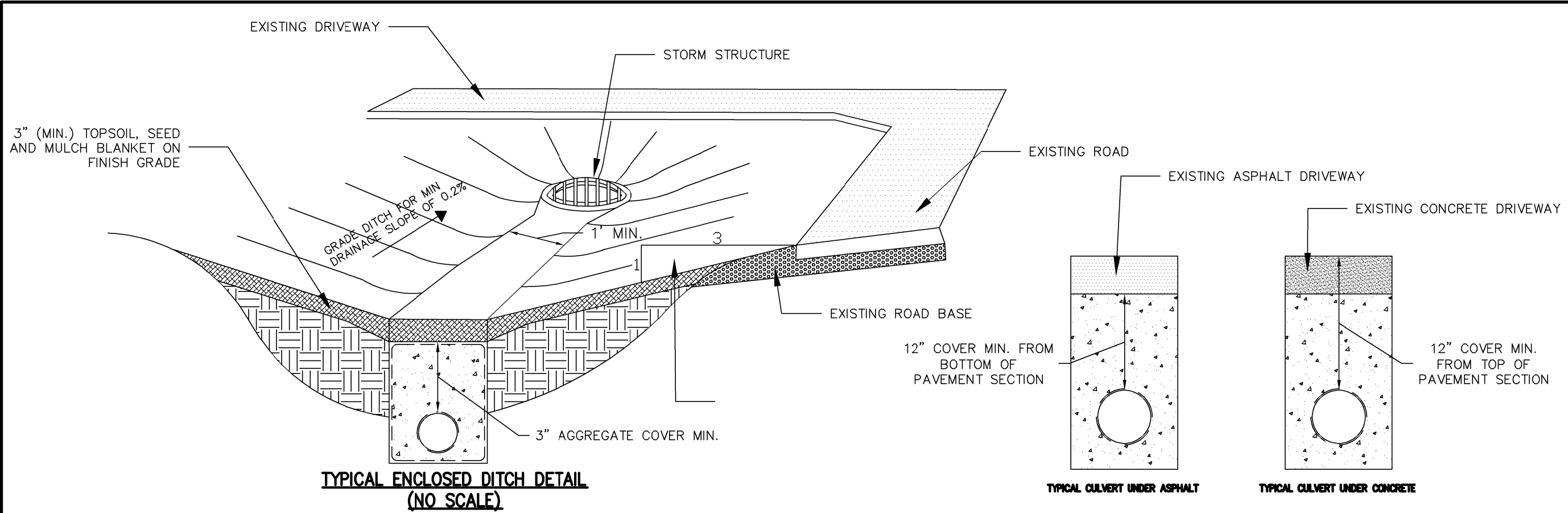
- (m) *Posting of performance bond.* The owner or contractor shall post a performance bond issued to the City for all grading work, either excavation or filling operations. The amount of the bond shall be equal to the construction cost as estimated by the City Engineer or as set by the City Engineer if the construction cost cannot be reasonably established.

(Code 2001, § 14-73; Ord. No. 252, 3-19-1987)

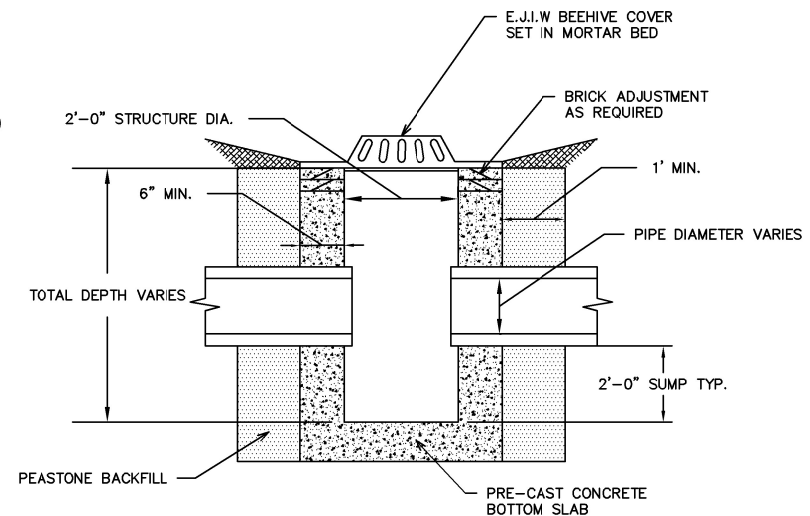
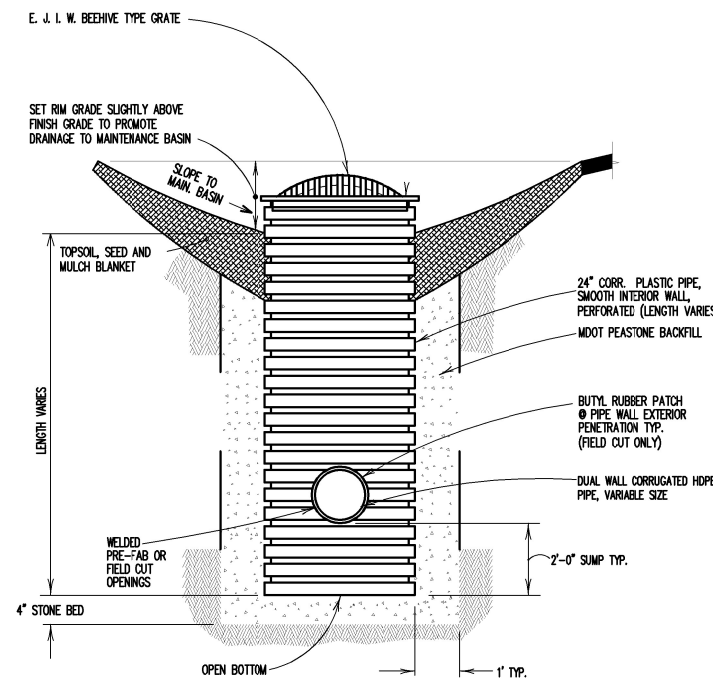
Sec. 24-59. Penalties.

Any person violating any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be punished as provided in Section 1-7.

(Code 2001, § 14-74; Ord. No. 252, 3-19-1987)



1) CONTRACTOR SHALL RE SHAPE EXISTING DITCH LINE TO MAINTAIN POSITIVE DRAINAGE



HRC
HUBBELL, ROTH & CLARK, INC
 CONSULTING ENGINEERS SINCE 1915
 555 HULET DRIVE
 BLOOMFIELD HILLS, MICH.
 P.O. BOX 824
 48303-0824

CITY OF KEEGO HARBOR
 WATER QUALITY IMPROVEMENTS
 DITCH AND DITCH ENCLOSURE DETAILS

JOB NO.
 20220262
 DATE
 7/8/2026

FIGURE NO.
 1

HEART OF THE LAKES

OFFICIAL NEWSLETTER FOR KEEGO HARBOR



ADMINISTRATIVE STAFF

Joel Ross
Mayor

Robert Kalman
Mayor Pro Tem

Joe Gacioch
Interim City Manager

Denise Hanley
City Treasurer

Stacy Goodall
Interim Clerk

Jamie Clufetos
Administrative Clerk/ Building
Department
Code Enforcement

Doug Waldon
DPW Foreman

CITY HALL
2025 Beechmont St.
Keego Harbor, Michigan
48320

Telephone: (248) 682-1930
<https://www.keegoharbor.org/>

CITY OFFICE HOURS

8:00 a.m. to 4:00 p.m.
Monday – Thursday
Closed

STORY HEADER

By:

[Insert cover story]

Fall Fertilizing

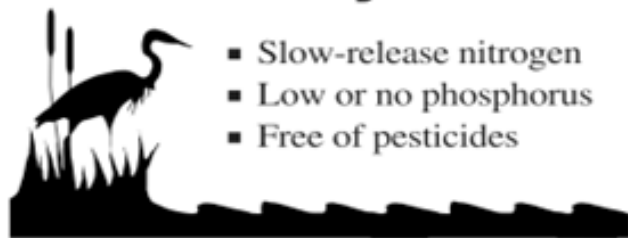
A lawn care option you may not have considered this fall is fertilizing. Fall is the best time to fertilize your lawn for quickly improving vigor and growing a healthier, greener lawn next spring.

When applying fertilizer this fall, consider:

- **Earth-friendly fertilizers.** The over-application of lawn fertilizers has been linked to water quality problems in watersheds and local lakes. Earth-friendly fertilizers can reduce the problem by building turf density and health while minimizing the risk of excess nutrients such as phosphorus and nitrogen. Try fertilizers that have 50% or more slow-release nitrogen and do not contain herbicides or weed-control.
- **How much?** The key to putting down the right amount of fertilizer is by reading the directions on the back of the bag. Twice as much is never twice as good.

If you use a lawn care service, ask the company if they have earth-friendly fertilizing options. For more information on healthy lawn care providers, contact Michigan Green Industry Association at 248-646-4992 or visit their website <http://www.landscape.org/>.

Earth-Friendly Fertilizer



- Slow-release nitrogen
- Low or no phosphorus
- Free of pesticides

Protecting Our Waterways – Illicit Discharges FAQs

While many of us think first of industries dumping chemicals as the source of water pollution, the truth is our water can also be harmed by things that we do every day at our homes. When it rains, water washes over lawns, sidewalks, and streets. In addition to litter, this water picks up chemicals found in lawn fertilizers, bacteria found in pet waste, and oil from cars. This polluted water then enters roadside ditches and the storm drains found in our streets, and large pipes connect the storm drains to the closest lake or stream.

We all live on a lake or stream. We might not be able to see it from our window, but it's there. It might be a small stream or ditch or even the storm drain in the street. All of these lead to a river or lake.

An illicit discharge is any discharge containing polluting material, such as sediment, nutrients, oil and bacteria. These discharges can drain to lakes and streams via storm drains. The communities in Southeast Michigan are required to prevent illicit discharges from entering storm water. You can do your part by notifying the appropriate agency when you spot a potential illicit discharge.

Here are some Do's and Don'ts you can take for controlling the amount of pollutants that lead into the municipal storm water system.

Don'ts

- Do not discharge or dump any polluting materials into the storm water system
- Do not construct an illicit connection of sewage or non-stormwater to the storm water system – this is an illegal discharge
- Do not leave spills on ground without cleaning up
- Do not wash cars on the driveway – these soap materials discharge to the storm water system
- Do not leave pet waste on lawns
- Do not store liquids on the ground
- Do not leave grass clippings on the driveway or sidewalk
- Do not oversalt sidewalks and driveway
- Do not hose down driveway – this sends pollutants to the storm drain
- Do not fertilize before a rain event

Continued page 4

Continued from page 3

- Do not feed wild animals – this can create unnaturally high populations and problems in parks and lakes. Waterfowl waste can pollute our water with harmful bacteria
- Do not dump household hazardous waste down storm drains, sinks, or on the ground

Do's

- Only rain in the drain – if you see a suspicious discharge or someone dumping chemicals, contact local or state authorities
- Clean up pet waste from lawns
- Fertilize in the fall and use a low or no phosphorus fertilizer
- Hire knowledgeable contractors for lawn care – Michigan Green Industry Association, <https://www.landscape.org/>, has a list of endorsed companies
- Keep a 15-foot buffer along waterfronts in your yard by not fertilizing or just letting the grass grow
- Clean up extra grass clippings, leaves, and salt from the driveway or sidewalks and sweep back onto lawn – this prevents rain from washing these materials down the drain to the storm system
- Volunteer for local watershed groups
- Carefully store liquids and household hazardous waste (HHW) materials away from the ground – store on shelves to avoid spillage to storm drains
- Wash cars on lawns or take car to commercial car wash. If washing on the lawn, use biodegradable soap
- Plant native plants on lawn
- Dispose of household hazardous materials properly – take to your local HHW collection days

For more easy steps on protecting our lakes and streams, visit www.semco.org. Remember, our water is our future – and it's ours to protect!

Clinton River Watershed Council

Social Media Updates



Pools

Splash! When the pool fun is done, follow these tips for a watershed friendly discharge method.

- Limit frequency of pool draining and refilling. Only drain and refill pool when required for water quality or winterizing reasons.
- Dechlorinate before draining. Simply stop adding treatment chemicals and let the pool sit for **2 weeks** exposed to sunlight with the pump running or use a chlorine neutralizer.
- Do not discharge pool water directly into storm drains on the street. These drains empty into local waterways and drain pool water into them is unlawful.

For more information, check out our partner, the [Clinton River Watershed Council](#).

Fall Yard Care

Time to tuck in for the fall. Follow these tips for a watershed friendly transition.

- Leave your leaves. Did you know that leaves can help enrich your lawn's soil? Those colorful leaf "bits" provide much-needed organic matter for your soil and habitat for critters including Fireflies.
- Cut Back In Spring, Not Fall. Many perennial plants and ornamental grasses provide vital fall and winter food sources and shelter for native wildlife through the winter.



For more information, check out our partner, the [Clinton River Watershed Council](#).

Shoreline Protection

Choosing to live on the shores of an inland lake brings a responsibility to protect water quality that is critical to fish, wildlife, and quality of life for lakefront property owners. Maintaining native vegetation, eliminating fertilizer use, keeping hard surfaces away from the lake, and using soft engineering erosion control techniques are just a few management practices that can help prevent erosion and protect the lake from pollutants and nutrients that cause excessive algae and weed growth.

As lakefront lots are developed, natural vegetation is also replaced by impervious (hard) surfaces such as driveways, rooftops and parking areas. These types of surfaces do not allow water to soak into the ground thus creating more stormwater runoff. The water that used to soak into the ground very slowly to the lake underground is now quickly getting to the lake. To allow stormwater to soak into the ground, slowing and filtering runoff as it moves towards the lake, allowing more water to be absorbed into the ground than runoff, and protecting the lake edge from wave and ice erosion with a good mixture of native plants both on the land and in the water will help.

For more information please visit the Michigan Natural Shoreline Partnership website at www.mishorelinepartnership.org.

Stormwater Rules and Regulations

Tips from our City Ordinances

Protecting our Waters

Stormwater runoff can carry sediment, fertilizers, pet waste, oil, and other pollutants directly into lakes, rivers, and streams. Help keep our waterways clean by managing stormwater on your property before it reaches a water body.

- Properties adjacent to a receiving water body should direct stormwater runoff through a 15-foot vegetated buffer whenever possible. Bioswales, native plantings, rain gardens, or other green infrastructure help filter out pollutants and promote infiltration.

- Larger commercial and non-residential developments may be required to install additional stormwater treatment systems to improve water quality before discharge.

By slowing down and filtering stormwater, these practices help reduce pollution, protect aquatic habitat, and improve the health of our community's waterways!

See City Ordinance Chapter 16, Section III, for more information.



City News

Stay up to date with the most important City updates

Ordinance Updates

The City of Keego Harbor had adopted new ordinances. Visit our website or City of Keego Harbor Municipal Code to review the updated guidelines for the following ordinances before any new developments:

- Chapter 16 – Environmental and Natural Resources
 - Article III – Illicit Discharge to Storm Drain Systems
 - Article III – Stormwater Management
- Chapter 21 – Land Development
 - Article III – Land Development

September

2026



| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|-----------------------|---|---|---|--------|----------|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 City Hall Closed | 8 | 9 10am to 12pm Developer Day 7pm to 9pm Parks & Rec | 10 | 11 | 12 |
| 13 | 14 | 15 6pm to 8pm Study Session Meeting | 16 | 17 7pm to 9pm City Council Meeting | 18 | 19 |
| 20 | 21 | 22 7pm Planning Commission Meeting CANCELED | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

October

2026



| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|---|--|---|--------|----------|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 5pm to 6:30pm Fire Board Meeting 7pm to 9pm Study Session | 14 7pm to 9pm Parks & Rec Meeting | 15 7pm to 9pm City Council Meeting | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 7pm Planning Commission Meeting CANCELED | 28 | 29 | 30 | 31 |

November

2026



| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|--|--|------------------------|------------------------|----------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 City Hall Closed 7pm to 9pm Parks & Rec Meeting | 12 | 13 | 14 |
| 15 | 16 | 17 6pm to 8pm Study Session Meeting | 18 7pm to 9pm City Council Meeting | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 City Hall Closed | 27 City Hall Closed | 28 |
| 29 | 30 | | | | | |



Memorandum

TO: City of Keego Harbor City Council

FROM: Dan Commer, AICP
Emily Huhman, AICP

SUBJECT: **Proposed Zoning Ordinance Text Amendments to Article 9A Village Overlay District - Appendix**

DATE: July 6, 2026

The dimensional standards within the Village Overlay District support flexibility through its minimum setbacks and dimensional standards. However, the current language regarding building height does not reflect modern commercial construction practices, which typically have story heights between 13 and 16 feet. The current maximum height of 36 feet to building eaves, averaging 12 feet per story, is more consistent with residential building heights rather than commercial.

At their December 2, 2025 meeting, the Planning Commission discussed the draft language and recommended the potential amendment be set for public hearing. A public hearing was held at the June 2, 2026 Planning Commission meeting and the proposed text amendments were recommended for approval to the City Council.

The following memorandum outlines the recommended ordinance changes that were discussed and implements previously suggested changes offered by the Planning Commission. **If adopted, the Ordinance would require a maximum building height of three stories but updates the height in feet to accommodate modern commercial development. This language also removes language measuring the height to the building eaves, which does not accommodate flat roof buildings.**

All Zoning Ordinance language proposed to be removed is shown in ~~strike through~~, all text that would be inserted is highlighted in grey.

We look forward to further discussion at your July 16, 2026 City Council meeting.

DRAFT ZONING ORDINANCE LANGUAGE

Appendix

| Zoning District | Lot Regulations | | | |
|--------------------------------|-----------------------------------|-------------------------------|----------------------------|----------------------|
| | Minimum Lot Area | Minimum Lot Width | Maximum Gross Livable Area | Maximum Lot Coverage |
| Village Overlay District (VOD) | 30,000 s.f. Max. (see footnote 1) | 246 ft. Max. (see footnote 2) | - | No requirement |



| Setbacks (Feet) | | | | |
|--|---------------------|---------------------|---------------------------|---------------------|
| Front Yard | Side Yard | | Side Yard Facing a Street | Rear Yard |
| | Least One | Total of Two | | |
| Build-to-line 30'-40' from road centerline; 0'-10' from Orchard Lake Rd R.O.W. | 0' (see footnote 3) | 0' (see footnote 4) | - | 3' (see footnote 5) |

| Structure Regulations | | | |
|-------------------------|--|--|--|
| Maximum Building Height | | Maximum Dwelling Unit Floor Area (sq.ft) | |
| Stories | Feet | | |
| 3' (see footnote 6) | 36 48' to building eaves (see footnote 6) | 350 s.f. (see footnote 7) | |

Footnotes:

1. Properties with R-T District underlying zoning shall have 15,000 s.f. max and properties with RM District underlying zoning shall have 20,000 s.f. max.
2. Properties with R-T District or RM District underlying zoning shall have 132 ft. max.
3. Properties with R-T District underlying zoning shall have a 3.5' minimum setback.
4. Properties with R-T District underlying zoning shall have a 7' minimum setback.
5. Properties with R-T District underlying zoning shall have a 3' minimum setback (clear 30' corresponding to garage doors via setback and/or easement).
6. A fourth story may be allowed within the Central Business District (CBD) Context Zone. Further, such additional story must be stepped back from the front building line by a minimum of ten feet.
7. Properties with R-T District underlying zoning shall have an 800 s.f. minimum.



Memorandum

TO: Keego Harbor City Council

FROM: Dan Commer, AICP
Emily Huhman, AICP

SUBJECT: **Sign Ordinance Recommended Language: Content Neutrality, Lighted Signs, and Temporary Signs, Window Signs, and Billboard (Off-Premises) Signs**

DATE: July 6, 2026

Dear Planning Commissioners,

At the Planning Commission meeting on February 23, 2025, the Planning Commission recommended that the draft Sign Ordinance be presented for a public hearing at an upcoming meeting. A public hearing was held at the June 2, 2026 Planning Commission meeting and the proposed text amendments were recommended for approval to the City Council.

The following memo and corresponding draft Zoning Ordinance amendment text implements feedback provided by the Planning Commission and presents this text to the City Council for consideration and adoption.

A full markup of Keego Harbor’s current Sign Ordinance, with all text recommended to be added in **red with gray highlight** and all text recommended to be removed is ~~struck through with gray highlight~~.

We look forward to discussing this information with you at your July 16, 2026 City Council Meeting.

SUMMARY OF RECOMMENDED CHANGES FOR TEMPORARY SIGNAGE

Below are all recommended changes relating to temporary signage in the Sign Ordinance:

- Section 14.01 – Definitions. Clarified definition for mural in Section 14.01 (j) to include that a mural may be temporary.
- Section 14.01 – Definitions. Clarified definition for on-premises sign in Section 14.01 (l).
- Section 14.01 – Definitions. Removed language prohibiting pole signs and roof signs from Definitions section to Section 14.06 (d) Prohibited signs to improve clarity.
- Section 14.04 – Exempt signs. Added subsection (h) which exempts temporary signs in NR, RT, R-M, and R-MH Districts from requiring a sign permit.
- Section 14.06 (d) – Prohibited signs. Added roof signs and pole signs.
- Section 14.06 (d) - Prohibited signs. Clarified that electronic and non-electronic message signs can be permitted.
- Section 14.07 – District regulations. Updated residential zoning districts referenced in subsection (a) to reflect the current residential zoning districts.
- Section 14.07 – District regulations. Added subsection (a) (1) to limit the size of temporary signs in residential districts to six (6) square feet.



- Section 14.07 – District regulations. Added rope lighting, LED, and similar lighting systems to subsection (c) (8).
- Section 14.07 – District regulations. Removed subsection (c) (8) (a) (3).
- Section 14.07 – District regulations. Replaced neon signs with outline tubing and rope lighting signs in subsection (c) (8) (a) (5).
- Section 14.07 – District regulations. Added subsection (c) (11) (g) specifying that temporary murals should meet the requirements of the mural section. There are no size limitations for permanent or temporary murals except for parts of the mural containing business logos and similar advertising.
- Sections 14.07 – District regulations. Changed size maximum of temporary signs in commercial districts from 32 square feet to 24 square feet.
- Sections 14.07 – District regulations. Clarified that temporary signs can be displayed no longer than 30 days during each 3 month quarter, and no more than 180 days total per year.
- Sections 14.07 – District regulations. Removed language requiring Planning Commission approval to erect temporary signs more than once per year.
- Sections 14.07 – District regulations. Limits the number of temporary signs in C-1, C-2, P-1, M-1, and VOD to three, or one sign per suite for multi-tenant shopping centers.
- Sections 14.07 – District regulations. Added subsection (c) (14) (b) including specific regulations for temporary banner signs.
- Sections 14.07 – District regulations. Added subsection (c) (14) (c) including specific regulations for temporary flag signs.
- Sections 14.07 – District regulations. Added subsection (c) (14) (c) clarifying that a permit is required for signs in these zoning districts.

SUMMARY OF RECOMMENDED CHANGES FOR LIGHTED WALL SIGNS

Section 14.07 (13) requires all wall signs to be externally lit. We recommend this requirement be removed. As detailed in the markup of the Sign Ordinance provided, recommended language is as follows:

(13) Wall signs. The maximum allowable wall sign size on facades shall equal one (1) square foot per one (1) linear feet of frontage, exclusive of columns and/or pilasters. Such wall sign is limited to thirty-six (36) inches in height, must be contained within fifteen (15) feet of the sidewalk (or exterior walking surface), must be located above the storefront; ~~and must be externally lit (exclusively) 2700–3000k color temperature.~~

SUMMARY OF RECOMMENDED CHANGES FOR CONTENT NEUTRALITY

In the attached markup of the current Sign Ordinance, McKenna provides all recommended changes to support content neutrality. We recommend making the edits in the accompanying markup to gain content neutrality, in compliance with Reed v. Gilbert (2015). We also recommend incorporating additional sections to reinforce the content neutrality of Keego Harbor's Sign Ordinance, as can be seen in the supplemental markup.

If you have any questions about this memo or the accompanying draft Sign Ordinance, please do not hesitate to reach out to us. We look forward to discussing this matter at your upcoming meeting.

ARTICLE XIV. SIGNS

Sec. 14.00. Purpose and intent.

It is hereby determined that regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities without difficulty and confusion, to promote traffic safety, safeguard public health and welfare and prevent wasteful use of natural resources in competition among businesses for attention.

In addition, it is the intent of this Ordinance to assure the continued attractiveness of the total community environment through the adoption of discretionary controls designed to preserve scenic, aesthetic and economic values within the City.

It is further determined that signs which may lawfully be erected and maintained under the provisions of this Ordinance are consistent with customary usage.

Sec. 14.01. Definitions.

The following words and phrases shall have the meanings set forth in this section when they are used in this Chapter:

Business. Any legal use of a building, other than for a religious institution, day care center, school, home occupation or residence, by a person, firm or corporation. Although contained in the same building as another business and owned by the same person, an activity may be treated as a separate business if it is physically separated from, uses different personnel than, and provides different products or services than such other related business.

Building frontage. The length of the portion of a building occupied by a single-business facing a street adjacent to the premises on which the business is located.

Maximum height. Shall be measured from grade or sidewalk to the highest edge of the sign surface or its projecting structure.

Minimum height. Shall be measured from grade or sidewalk to the lowest edge of the sign surface or its projecting structure.

Owner. A person, firm, partnership, association or corporation and/or its legal successors.

Premises. A "lot" in the same ownership or control which is not divided by a public street.

Sign. A name, message identification, image, description, display, light, balloon, banner or illustration which is affixed to, or painted, or otherwise located or set-upon, or in, a building, bench, structure or piece of land and which directs attention to an object, product, place, activity, person, institution, organization or business and which is visible from any public street, sidewalk, alley, park or public property. The definition includes interior and exterior signs but not signs primarily directed at persons within the premises of the sign owners. The definition does not include goods displayed in a business window.

- (a) *Accessory sign.* A sign which pertains to the principal or accessory use of the premises upon which such sign is located.

-
- (b) *Awning sign.* An awning which is cloth, canvas, or vinyl which is installed above windows or a main entrance to a building with metal frames.
 - (c) *Banner sign.* A temporary sign on paper, cloth, fabric or other flexible or combustible material of any kind, either with or without frames.
 - (d) *Billboard sign.* An off-premises non-accessory freestanding sign, upon which a display can be posted, painted or otherwise affixed in a manner which is readily changed.
 - (e) ~~Small~~ Blade sign. Durable, permanent sign (perpendicular to facade) referring to a business on a building's interior, extending up to thirty-six (36) inches from corresponding facade, with clearance to eight (8) feet above finish surface of sidewalk or other walking surface and up to five (5) square feet in area. Must be mounted with sign surface minimum four-inch clearance from facade.

Bulletin board. A temporary sign with temporary or replaceable letters or characters, used to announce dates of functions or activities.

~~(f) Commercial sign. A sign displayed for the purpose of identifying a commercial use, or advertising a service, product, business or venture that is offered for trade or sale.~~

(f) *Directional sign.* A sign, the primary purpose of which is to expedite the flow of vehicular and/or pedestrian traffic to, from and within a site.

~~(h) Garage and yard sale signs. A sign that is used for temporary use to sell household items, garage, tools, and miscellaneous items used in a residential area.~~

(g) *Ground sign.* Any freestanding sign supported by one (1) or more uprights, poles, pylons, a base, or braces located in or upon the ground or to something requiring location on the ground and not attached to any building or other structure.

~~(j) Group identification sign. A sign or entranceway structure, listing the names and addresses only of the establishments occupying a development or subdivision. The erection of such identification signs is so intended to assist the public in locating establishments within its immediate area and shall be placed upon property within the development or subdivision.~~

~~(k) Institutional sign. A sign containing a surface area upon which is displayed the name of a religious institution, school, library, community center, or similar institutions, and the announcement of its services or activities.~~

(h) *Marquee sign.* A sign attached to or hung from a marquee, wall, canopy or other covered structure projecting from and supported by the building.

(i) *Moving sign.* A sign that has motion either constantly or at intervals or that gives the impression of movement through intermittent, flashing, scintillating or varying intensities of illumination.

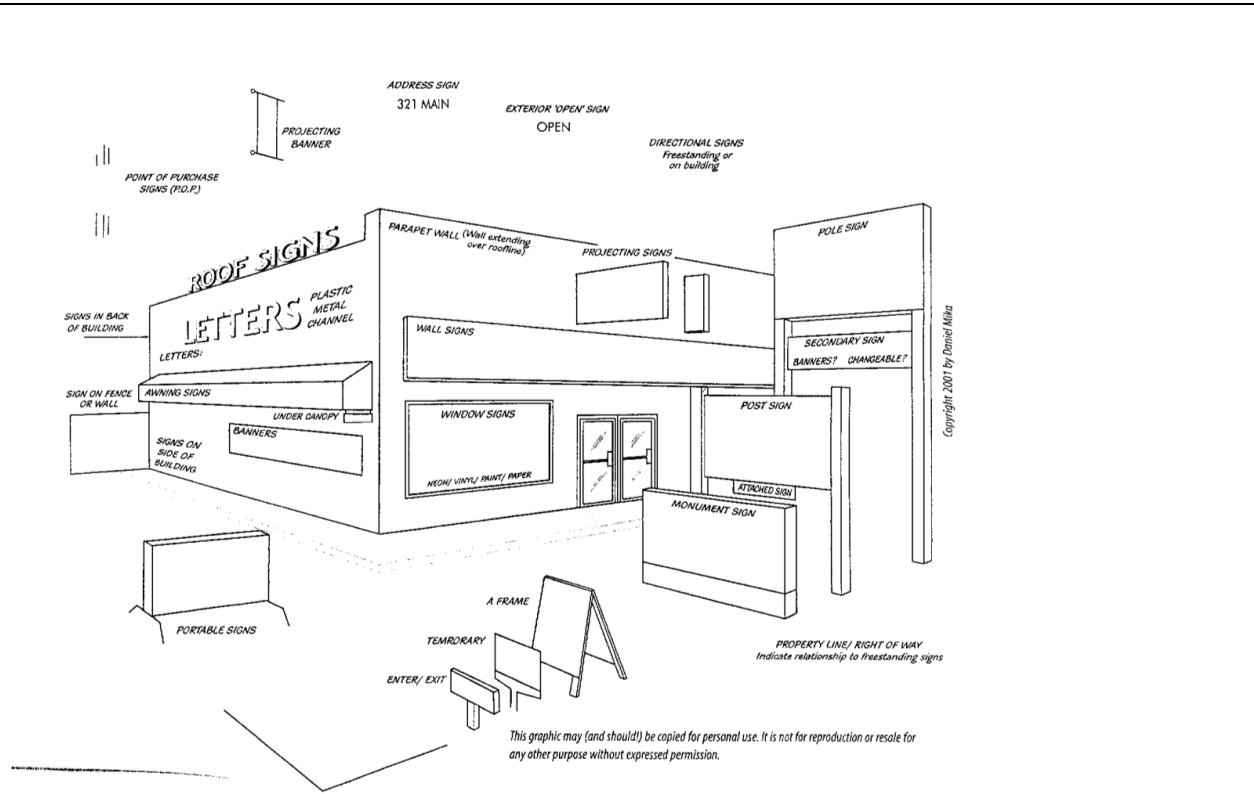
(j) *Mural.* A picture, photograph, painting, mosaic, or relief artwork applied to exterior walls, facilities, or structures, intended to serve as a cosmetic adornment for the building. A mural may be a permanent or a temporary display.

~~(e) Non-accessory advertising sign. A sign relating to a business activity, use or service not performed on the premises or to a product not fabricated, produced, handled or sold on the same premises upon which the sign is displayed.~~

~~(p) Occupational sign. A sign denoting only the name and profession of an occupant in a commercial building or public institutional building.~~

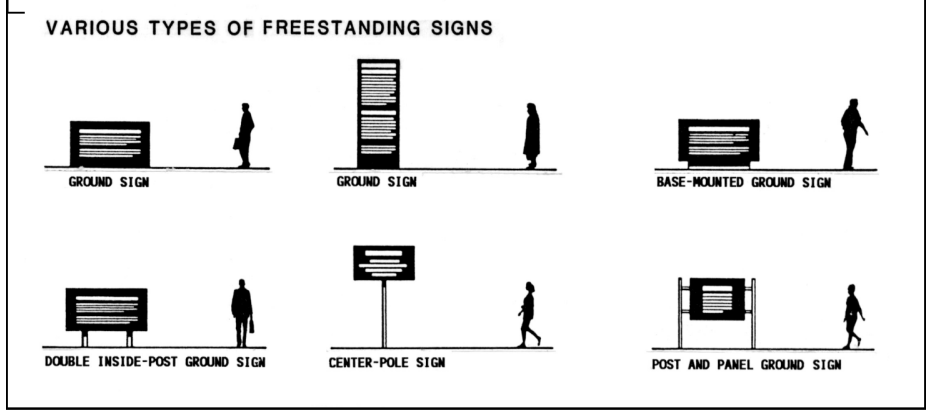
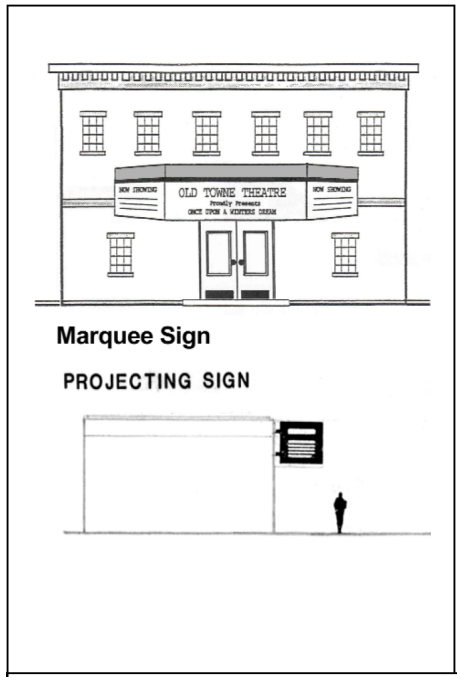
(k) *Off-premises sign.* A sign which pertains to property that is not located on the same property where the sign is displayed.

-
- (l) *On-premises sign*. A sign which pertains to the property on which the sign is located. ~~advertises only goods, services, facilities, events or attractions available on the premises where located, or identifies the owner or occupant or directs traffic on the premises. All other signs are off-premises signs.~~
- (m) *Outline tubing or rope lighting sign*. A sign arranged of exposed gaseous or lighted tubes, including LED and similar lighting systems that outline and call attention to certain features of an advertising device such as individual letters, figures, shapes or words.
- ~~(s) *Parasite signs*. A sign that is intended to draw attention to any one (1) or more of various services, items for sale, contests, etc., and is attached as an appendage to an accessory sign, sign support or any part of a principal building, accessory building or other structure located on a development site.~~
- (n) *Pole sign*. A type of ground sign that is mounted above the ground on a pole.
- ~~(u) *Political sign*. A sign relating to the election of a person to public office or relating to a political party or relating to an issue or a matter to be voted upon at an election called by a public body.~~
- (o) *Portable sign*. A temporary sign or sign board which is free standing and not permanently anchored or secured to either a building, structure or the ground; such as, but not limited to, so-called "A"-frame, "T"-shaped or inverted "T"-shaped stands, sandwich board, or any sign attached to a trailer or other vehicle not accessory to the vehicle or its use, ~~but used with the express intent of advertising.~~
- (p) *Projecting sign*. A sign erected and attached at one (1) end to a building, pole or other structure, or any part thereof, and extending beyond the attachment surface by more than twelve (12) inches.
- ~~(x) *Real estate sign*. A sign advertising that the property said sign is located upon is for sale, rent or lease.~~
- (q) *Road sign*. A type of ground sign that is typically mounted close to the ground on a three-dimensional base which is constructed of the same materials and colors as the sign face. A "monolith sign" is one (1) type of road sign which consists of a base-mounted cylindrical structure upon which a message is painted or posted.
- (r) *Roof sign*. A sign which is erected, constructed, and maintained above the roof or parapet of a building or any portion thereof.
- (s) *Small signs*. A sign which is used as a temporary use for special events.



~~Pole signs are not permitted.~~

~~Roof signs are not permitted.~~



- (t) *Temporary sign.* An information sign, **portable sign**, or banner, with or without a structural frame, intended for a limited period of display, **including decorative displays for holidays or public demonstrations**, not including accessory signs as defined under (a) above, **or signs pertaining to sale, rent, or lease of property.**
- ~~(dd) *Time and temperature sign.* A sign that displays only the current time and/or temperature.~~
- (u) *Wall sign.* A sign attached to, painted on, inscribed, or otherwise set upon the exterior wall or surface of any building, no portion of which projects more than twelve (12) inches from the wall, and which may not project above the roof or parapet line. The roofline meaning the vertical distance measured from the established grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and the average height between eaves and ridge boards for gable, hip and gambrel roofs.
- (v) *Window sign.* Signs which are affixed, painted, or otherwise inscribed on the window of a building such that they are visible from the outside of said building. For the purposes of this Ordinance, signs, which

are not affixed directly to a window but are positioned next to a window so that they are visible from the outside, shall be considered window signs.

Sign erector. Any person engaged in the business of erecting, conditions altering, or removing signs on a contractual or hourly basis.

Sign area. The entire area within a circle, triangle, rectangle or other geometric shape enclosing the extreme limits of writing, representation, emblem or any figure of similar character, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed; excluding the necessary supports or uprights on which such sign is placed.

(Ord. No. 2023-02, § 1.02(Exh. A), 3-16-2023)

Sec. 14.02. Measurement of sign area.

The total sign area is to be expressed in square feet and shall be computed as herein set forth and permitted in the "Schedule of Sign Regulations" attached to and made a part of this Code.

- (a) Single-face sign total area shall be computed as the number of square feet within lines drawn at the outer perimeter forming any single and/or combination of geometric shapes, such as a square, rectangle, triangle or circle encompassing the extreme limits of an individual letter(s), word(s), message(s), representation, emblem or any similar figure, including open space(s), together with any frame or other material forming an integral part of display used to differentiate such sign from the background against which it is placed.
- (b) Double-face signs having two (2) faces of equal size arranged and/or positioned back to back and parallel or with the faces at an included angle of not more than thirty (30) degrees in the plan or vertical view; the area of the sign shall be computed as one-half ($\frac{1}{2}$) the total area of the two (2) faces. When the faces of such a sign are not of equal area, then the area of the sign shall be computed as the total area of the largest face.

Sec. 14.03. Permits and applications.

- (a) *Permit required.* It shall be unlawful for any person to erect, re-erect, alter or relocate any sign unless a permit shall have been first obtained from the Building Official, except as provided in Section 14.04 below, and a permit fee paid in accordance with the schedule adopted by resolution of the City Council. Any sign that makes use of electricity shall, in addition to a sign permit, require an electrical permit, regardless of size.
- (b) *Undefined signs.* Any sign that is not explicitly defined in definitions of this Ordinance must be approved by the Zoning Board of Appeals before a permit shall be issued.
- (c) *Permits.* Permits for the erection of signs shall only be issued to persons qualified to carry on such work under the provisions of this article.
- (d) *Permit expiration.* A sign permit shall become null and void if the work for which the permit was issued is not completed within six (6) months of the date of issue.
- (e) *Applications.* Applications for sign permits shall be made upon forms provided by the Building Department for this purpose.
- (f) *Servicing.* No permit shall be required for ordinary servicing, repainting of existing sign message, or cleaning of a sign. No permit is required for change of message of a sign designed for periodic message change without change of structure, including a bulletin board or billboard, but not including a sign to which a new permanent face may be attached.

Sec. 14.04. Exempt signs.

No erection permit shall be required for signs enumerated below. Such exemptions, however, shall not be construed to relieve the owner of the sign from responsibility for its proper location, erection and maintenance.

- (a) *Construction signs.* Signs advertising buildings or projects under construction shall not exceed thirty-two (32) square feet where the total parcel frontage is twenty-one (21) feet or less, where parcel frontage exceeds twenty-one (21) feet, such signs shall not exceed one and one-half (1½) square feet per ten (10) lineal feet of thoroughfare frontage or fraction thereof, up to a maximum of one hundred (100) square feet. Such signs shall have a maximum height of ten (10) feet and shall be set back at least twenty-five (25) feet from any public right-of-way unless attached to a building, construction fence, or barricade. All such signs shall be removed promptly upon completion of construction. No more than one (1) construction sign shall be permitted per thoroughfare frontage.
- ~~(b) *Garage and yard sale signs.* Signs to be posted in ground only with a size no larger than eighteen (18) inches by twenty-four (24) inches. No permit required and following stipulations apply:~~
- ~~(1) For a one-day sale the sign may be erected the morning of the sale with removal at the end of the day.~~
- ~~(2) For a two- or three-day sale the sign may be erected the morning of the first day of the sale with removal at the end of the second or third day.~~
- ~~(3) Signs may not be posted for more than three (3) days.~~
- (c) *Government signs.* Signs erected on a City, county, state or federal building or land ~~which announce the name, occupancy and information of the use or admission to the premise~~ or the flag of any nation or state which is respectfully displayed.
- ~~(d) *Political signs.* Shall be solely for the purpose of providing information relating to the election of a person to public office, or to a political party, or to a matter to be voted upon at an election called by a public body, or any other public issue or expression of opinion, and shall be permitted subject to the following conditions:~~
- ~~(1) Political signs shall not be located closer than fifteen (15) feet to the edge of the traveled portion of the roadway and not in a dedicated right-of-way or attached to any utility pole. Political signs shall be ground or wall signs. No ground sign shall be higher than thirty-six (36) inches above average mean grade of the yard on which it is placed.~~
- ~~(2) All political signs shall be removed within ten (10) calendar days after the election or event.~~
- ~~(3) Such signs shall not be erected in such a manner that they will or reasonably may be expected to interfere with, obstruct, confuse or mislead traffic.~~
- ~~(e) *Real estate signs.*~~
- ~~(1) *Single and multiple family real estate.* A sign with an area not in excess of six (6) square feet advertising the sale, rent and/or lease of a single or multiple-family structure or vacant property, placed adjacent to such a structure and upon the premises is permitted. Such a sign may indicate only that the property is for sale, rent, and/or lease and the address or telephone number where the inquiry can be made. It shall have a maximum height of six (6) feet from grade and shall be set back ten (10) feet from any public right-of-way unless attached to the building. It shall be unlawful for any rental unit or dwelling, as defined in Article IX, Section 5-247, Rental registration, of the City of Keego Harbor Code of Ordinances, as amended, to advertise the rent and/or lease of a rental unit or dwelling without receiving a certificate of compliance in~~

~~accordance with Article IX, Section 5-251, Certificate of compliance, of the City of Keego Harbor Code of Ordinances, as amended.~~

~~(2) Non-residential real estate signs. One (1) sign, with a total area not in excess of thirty-two (32) square feet, shall be permitted on each parcel for the purposes of advertising the sale, rent and/or lease of non-residential real estate. Such signs shall have a maximum height of ten (10) feet and shall be set back twenty-five (25) feet from any public right-of-way unless attached to a permanent building.~~

~~(3) Residential subdivision or condominium developments. The allowable area for one (1) accessory or sign pertaining to the sale, rent and/or lease of real estate within a residential subdivision or condominium complex being developed shall be limited to an area of one hundred (100) square feet. Not more than one (1) non-accessory sign advertising the sale of lots or residential buildings in other than the subdivision or condominium complex being developed shall be permitted. The size of this non-accessory sign shall be not more than one hundred (100) square feet in area. The Board may allow additional signs if they find that due to location of the development or some other hardship, the additional exposure can be justified. Such signs shall have a maximum height of ten (10) feet and shall be set back twenty-five (25) feet from any public right-of-way.~~

~~(4) Not more than one (1) Real estate sign per thoroughfare frontage shall be placed on any premises. Real estate signs larger than six (6) square feet shall not be placed on any premises with an occupied structure.~~

~~(5) Removal. Real estate signs shall be removed within ten (10) days of the sale, lease or rental of the premises, land parcel or residential subdivision/complex.~~

~~(6) Real estate signs which indicate property is sold are prohibited.~~

- (f) *Residential address signs.* For each dwelling unit in the R-1 and R-2 Districts, one (1) sign not exceeding two (2) square feet in area indicating the address and name(s) of the occupants.
- (g) *Street signs.* Signs erected by the City, county, state or federal government for street direction or traffic control.

~~(h) Temporary signs in NR, RT, R-M, and R-MH Districts. Temporary signs in NR, RR, R-M, and R-MH Districts are not required to obtain a permit.~~

Sec. 14.05. Construction and maintenance requirements.

- (a) *Materials and design.* All signs shall be designed, constructed and maintained in conformity with the provisions for materials, loads, and stresses of the latest adopted edition of the City Building Code and requirements of this article.
- (b) *Erector's imprint.* Signs of every type which come within the purview of this article, must carry the identification and address of the sign erector, electrical voltage, when applicable, and date of erection in clearly legible letters whether for the initial erection or re-hanging of a sign.
- (c) *Fastenings.* All signs must be erected in such a manner and with such materials to remain safe and secure during the period of use and all bolts, cables, and other parts of such signs shall be kept painted and free from corrosion. Any defect due to the fault of the erector shall be repaired by the erector.
- (d) *Support location.* No pole, cable or support of any nature shall be placed on any publicly owned property, street right-of-way, or proposed street right-of-way.
- (e) *Proximity to electrical conductors.* No sign shall be erected so that any part including cables, guys, etc., will be within ten (10) feet of any electrical conductor, electric light pole, street lamp, traffic light or other public utility pole or standard.

-
- (f) *Re-hanging.* In case of re-hanging or re-erection of any sign, the new erector must place his identification, address and the date on the sign.
 - (g) *Sanitation.* Property surrounding any ground sign shall be kept clean, sanitary and free from obnoxious and offensive substances, free from weeds, rubbish, and inflammable material.
 - (h) *Illumination.* No sign shall be illuminated by other than continuing white light using approved electrical devices and shall be installed in accordance with the requirements of the provisions of this article. In no case shall any open spark or flame be used for display purposes unless specifically approved by the Building Official.
 - (i) *Shielding.* Any lighting for the illumination of signs shall be directed away from and shall be shielded from any adjacent lots and shall be so arranged as to not adversely affect driver visibility on adjacent public thoroughfares.
 - (j) *Traffic interference.* No advertising device shall be erected or maintained which simulates or imitates in size, color, lettering, or design any traffic sign or signal or other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse traffic.

Sec. 14.06. General provisions.

The following conditions shall apply to all signs erected or located in any zoning district:

- (a) *Sign location.*
 - (1) No sign, except those established and maintained by the City, county, state, or federal governments, shall be located in, project into, or overhang a public right-of-way or dedicated public easement. Projecting signs in the C-1 or C-2 area may project over a public sidewalk provided there is a minimum clearance of eight (8) feet between the sidewalk and the bottom of the sign.
 - (2) No sign shall be erected, established, or maintained on any lot which will obstruct the view of drivers in vehicles approaching an intersection of two (2) roads or the intersection of a road and driveway. Accordingly, signs located in the triangular area described below shall not be permitted to obstruct cross-visibility between a height of thirty (30) inches and six (6) feet above the lowest point of the intersecting roads or driveways. The unobstructed triangular area is described as follows:

The area formed at the corner intersection of two (2) public right-of-way lines, the two (2) sides of the triangular area being twenty-five (25) feet in length measured along the abutting right-of-way lines, and the third side being a line connecting these two (2) sides, or;

The area formed at the corner intersection of a public right-of-way and a driveway, the two (2) sides of the triangular area being ten (10) feet in length measured along the right-of-way line and edge of the driveway, and the third side being a line connecting these two (2) sides.
 - (3) Construction signs ~~advertising buildings or projects under construction may~~ be erected and maintained for a period not to exceed the term of construction, and such sign shall be erected on the site of construction. ~~Said sign shall advertise only the building or project under construction and information related thereto such as its developers, contractors, engineers, brokers and architects.~~
 - (4) No sign shall be permitted at any location which, in the sole discretion of the Building Official, creates any type of safety hazard or visual impediment to pedestrian or vehicular traffic.

-
- (b) *Sign height.* No ground sign serving a single tenant or multi-tenant building having a common entrance shall exceed a maximum height of six (6) feet, including a two-foot base as measured from the elevation at a point along the nearest right-of-way line the sign is directed to, determined by a line drawn from the closest point of the sign to the right-of-way at a ninety-degree angle. In no instance shall the sign be placed on an artificial mound or berm in such a manner to exceed the maximum height of six (6) feet.

No ground sign serving a multi-tenant building shall exceed a maximum height of eight (8) feet, including a two-foot base as measured from the elevation at a point along the nearest right-of-way line the sign is directed to, determined by a line drawn from the closest point of the sign to the right-of-way at a ninety-degree angle. In no instance shall the sign be placed on an artificial mound or berm in such a manner to exceed the maximum height of eight (8) feet.

- (c) *Liability insurance.* If the vertical distance of such sign above the street is greater than the horizontal distance from the sign to the street right-of-way line and so located as to be able to fall or be pushed onto public property, then the owner of such sign shall keep in force a public liability insurance policy in the amount of one hundred thousand dollars (\$100,000.00) for injury to one (1) person and three hundred thousand dollars (\$300,000.00) for injury to more than one (1) person and property damage insurance in the amount of twenty-five thousand dollars (\$25,000.00) for damage to property. In lieu of an insurance policy as required herein, an owner may present satisfactory proof to the City Attorney that said owner is financially capable of self-insurance in the above amounts.
- (d) *Prohibited signs.* The following signs are prohibited in all zoning districts, notwithstanding anything to the contrary in this article.
- (1) Signs which incorporate in any manner or are illuminated by any flashing or moving lights such as strobe lights or police and fire type flashers ~~other than for conveyance of noncommercial information which requires periodic change~~. This section does not prohibit barber poles which otherwise meet the provisions of this article.
 - (2) Exterior banners, pennants, spinners and streamers, other than a banner or pennant used as a permitted sign under provisions of this article.
 - (3) Exterior string lights used in connection with a commercial premise, other than holiday decorations.
 - (4) Any sign which has any visible motion other than permitted flags of governmental units or banners ~~and other than for the conveyance of noncommercial information requiring periodic change~~.
 - (5) Any sign which is structurally or electrically unsafe.
 - (6) Any sign erected on a tree or utility pole ~~except signs of any political subdivision of this state~~.
 - ~~(7) Any business sign or sign structure now or hereafter existing which no longer advertises a bona fide business conducted or a product sold.~~
 - (8) Portable signs and any freestanding exterior sign not permanently anchored or secured to either a building or the ground, ~~except real estate "open house" signs~~.
 - ~~(9) Signs displayed on licensed vehicles or trailers when the subject vehicle or trailer is parked in such a manner that the obvious intent is to attract attention to a business, service, or commodity on the premises.~~
 - (10) Any sign on a motor vehicle or trailer which projects more than six (6) inches from the surface of such a vehicle when it is parked at a location visible from a public street, ~~except political signs~~.
 - (11) Any sign structure or frame no longer supporting or containing a sign.

(12) Any roof sign which is located above the roof or parapet of a building or any portion thereof.

(13) Pole signs as defined in Section 14.01.

(14) Roof signs as defined in Section 14.01.

(15) Internally illuminated awnings shall not be translucent.

(16) The following signs are prohibited within the Village Overlay District (VOD):

a. Internally illuminated box signs and awnings.

b. Monument signs.

(e) *Fire escapes.* No signs of any kind shall be attached to or placed upon a building in such a manner as to obstruct any fire escape.

(f) *Changeable message signs.* The message change cycle of a changeable message sign shall be not less than five (5) minutes per message. Both electronic and non-electronic changeable message signs are permitted, except in a combined time and temperature sign where the change cycle shall not be less than thirty (30) seconds.

(g) *Revolving signs.* Revolving signs are not permitted.

(Ord. No. 2023-02, § 1.02(Exh. A), 3-16-2023)

Sec. 14.07. District regulations.

(a) *Signs permitted in NR, R-2-R-T, R-M, and R-MH Districts.* Signs pertaining to other than single-family residential uses may be permitted, subject to approval by the Building Official, not to exceed twenty (20) square feet in area for one (1) accessory sign or thirty-six (36) square feet in area for one (1) bulletin board sign.

(1) *Temporary signs in NR, R-T, R-M, and R-MH Districts.* Temporary signs in the NR, R-T, R-M, and R-MH Districts shall not exceed six (6) square feet.

(b) *Signs permitted in R-M District.*

(1) One (1) accessory sign identifying each subdivision, apartment or condominium complex, or mobile home park per vehicle entrance not to exceed nine (9) square feet in area for each sign and shall not be illuminated.

(2) Accessory signs identifying community facilities or special uses within said City of developments shall not exceed twenty (20) square feet for each building or use and no such sign shall be located closer than thirty (30) feet to any property line of adjacent single-family district.

(c) *Signs permitted in C-1, C-2, P-1, O-1 and Village Overlay Districts.*

(1) *Signs for single-tenant buildings or multi-tenant buildings having a common entrance.* The following sign standards shall apply to (a) buildings which contain only one (1) tenant, and (b) buildings which contain more than one (1) tenant but where all tenants share a common building entrance or entrances (for example, an office building or other type of building where access to individual tenant space is off of a common hallway or atrium):

a. Any such building shall be permitted a total of up to three (3) signs, consisting of wall or ground signs, provided that no more than one (1) ground sign shall be permitted. To improve sign visibility, wall signs may be located on the side or near the front of the building, subject to review and approval by the Planning Commission.

Where total parcel frontage is sixty-four (64) feet or less, the total area of all such signs shall not exceed forty-eight (48) square feet. Where the total parcel frontage exceeds sixty-four (64) feet, the total sign area shall not exceed two (2) feet per lineal foot of parcel frontage, up to a maximum of one hundred (100) square feet.

- b. For the purposes of enforcing these provisions, frontage shall be along the front lot line as designated on the plat, site plan review application, or request for a building permit. Although not required, use of road signs and wall signs is encouraged (rather than pole signs), in accordance with the goals and recommendations set forth in the City's master plan.
 - c. Up to eight (8) inch height address numbers permitted.
 - d. Permit required.
- (2) *Signs for shopping centers and similar multi-tenant buildings.* The following standards shall apply to shopping centers and similar multi-tenant buildings, where each tenant has building frontage and their own entrance to the outside:

- a. Any such use shall be permitted a total of up to three (3) signs, consisting of wall or ground signs, ~~for group identification or to advertise the name of the shopping center or premises~~, provided that no more than one (1) ground sign shall be permitted. To improve sign visibility, wall signs may be located on the side or near the front of the building, subject to review and approval by the Planning Commission.

Where total parcel frontage is sixty-four (64) feet or less, the total area of all such signs shall not exceed forty-eight (48) square feet. Where the total parcel frontage exceeds sixty-four (64) feet, the total sign area shall not exceed two (2) feet per lineal foot of parcel frontage, up to a maximum of one hundred (100) square feet.

- b. For the purposes of enforcing these provisions, frontage shall be along the front lot line as designated on the plat, site plan review application, or request for a building permit. Although not required, use of road signs and wall signs is encouraged (rather than pole signs), in accordance with the goals and recommendations set forth in the City's master plan.
 - c. In addition, in multi-tenant structures such as shopping centers, one (1) wall sign shall be permitted per building frontage. If an individual tenant has multiple building frontages it shall be permitted not more than one (1) additional wall sign located on a second building frontage, subject to review and approval by the Planning Commission. The maximum area for each wall sign shall not exceed two (2) square feet per lineal foot of building frontage for the building frontage on which such sign is located.
 - d. Ground signs permitted. Double inside post ground sign, base mounted ground sign, and post and panel ground sign.
 - e. Landscaping is encouraged around base or bottom of sign. Post and panel shall have decorative posts.
 - f. Ground sign to be permitted to use electronic messages and to be a minimum of five (5) minutes before changing. No rotating or flashing of messages or symbols.
 - g. Permit required.
- (3) *Ground sign standards.*
- a. Ground signs shall not be located closer than one hundred (100) feet to any residential district.

-
- b. There shall be no more than one (1) ground sign for any single premises, including shopping centers, regardless of the number of separate tenants or uses located within said shopping center.
 - c. Landscaping is encouraged around the base or bottom of any ground sign. Post and panel shall have decorative posts. Landscaping shall consist of a combination of evergreen and deciduous shrubs. Creativity in landscaping is encouraged.
 - d. Ground signs may not exceed forty-eight (48) square feet in area and no more than twenty-four (24) square feet per sign face.

~~(4) Gasoline price signs. Gasoline service stations shall be permitted one (1) gasoline price sign, except that two (2) price signs, one (1) facing each street, shall be permitted for stations located at the intersection of two (2) major thoroughfares. Such signs shall not exceed thirty (30) square feet in area.~~

~~(5) Theaters. Theaters shall be permitted two hundred (200) square feet of sign area in addition to the district provisions of this article for changeable message type marquee signs.~~

- (6) *Window signs.* Temporary and permanent window signs shall be permitted on the inside in commercial and office districts provided that the total combined area of such signs does not exceed one-third ($\frac{1}{3}$) of the total window area. The area of permanent window signs shall be counted in determining compliance with standards for total area of wall signs on the parcels. Temporary window signs that are faded, yellowed, ripped or otherwise damaged shall be removed immediately.

Window signs on glass in the Village Overlay District (VOD) is limited to the ground floor ~~and must be hand painted onto glass~~, maximum twenty-five (25) percent of glass area and twelve (12) square feet per storefront (space between each set of exterior columns and/or pilasters). Flyers taped to storefronts or storefront glass are prohibited. Maximum three (3) decals per business on exterior glass, maximum six-inch square each.

- (7) *Awning signs.* Awning signs may be externally illuminated, with gooseneck lighting direct downward to illuminate only the intended message. No more than fifty (50) percent, or twenty-four (24) square feet, whichever is less, of the awning may contain logos, symbols, or lettering intended to advertise the business. Twenty-five (25) percent of awning signage shall count toward wall signage. Logos are prohibited on awnings. Lettering on awnings is limited to flap, maximum seven (7) inches in height, and limited to center eighty-five (85) percent of flap width. Permit required.

- (8) *Outline tubing and rope lighting (including neon, LED, and similar lighting systems).*

- a. Outline tubing ~~and rope lighting~~ signs may be permitted by the Planning Commission subject to the following:

- 1. May be used to provide back lighting where the ~~lighting system neon tubing~~ is fully obscured by opaque lettering or characters;
- 2. Outline tubing ~~or rope lighting~~ may be permitted where the proposed sign is in character with the type of use;

~~3. Outline tubing may be permitted where the proposed sign has significant historical references;~~

- 4. May not be used to outline the perimeter of a window.
- 5. ~~Neon signs Outline tubing and rope lighting signs~~ are permitted behind glass on first and second floor, limited to ten (10) percent of glass on the first floor and thirty-five (35) percent of glass on the second floor.

- (9) *Marquee signs.*

-
- a. May be permitted to be used additionally to allowed signage.
 - b. Sign may be a maximum of two (2) feet by five (5) feet or one hundred five (105) square feet and can be electric.
 - c. Message to be a minimum of five (5) minutes before changing.
 - d. Sign can be attached to building flat on a wall and not to extend above first floor roofline and not allowed above first floor of multi-story building.
 - e. Permit required.

(10) *Projecting signs.*

- a. Projecting signs may be permitted on buildings containing one (1) business.
- b. The maximum size is eight (8) square feet.
- c. Buildings containing more than one (1) tenant, maximum size is sixteen (16) square feet.
- d. Support for sign must be architectural material (iron, industrial cable, or warehouse hooks).
- e. Double-sided small blade signs are allowable in the Village Overlay District.
- f. Permit required.

(11) *Murals.*

- a. Any proposed mural shall meet the intent of this section, as follows:
 - 1. Creation of a City landmark.
 - 2. Demonstration of community identity and pride.
 - 3. Enlivening the downtown area.
- b. No more than twenty-five (25) percent of the area of a mural, or twenty-four (24) square feet, whichever is less, may include text, numbers, trademarks, or logos ~~or other forms of business advertisement.~~ This area shall be counted toward the amount of wall sign permitted.
- c. Upon application for a mural, the following information will be required:
 - 1. Objectives of the mural.
 - 2. The specific location of the mural.
 - 3. Concept sketch, in color and a written description of the artwork.
 - 4. A schedule for the project.
 - 5. Dimensioned elevation plans identifying the existing structure and proposed mural.
- d. The complete mural application shall be reviewed by the Planning Commission.
- e. The following standards shall be used when formulating the design of the proposed mural:
 - 1. Integration of the windows and doors into the composition.
 - 2. Determination of a suitable building or building side for mural application.
 - 3. Consideration of mural materials and durability (painting directly on natural brick and bare concrete could require the repainting of the mural regularly).
 - 4. Completion of the mural in a reasonable amount of time.
- f. The following maintenance regulations and standards apply to all murals:

1. Where approval is given, it will be with the condition that two (2) years after installation, a review by the Building Official or City Planning Consultant, of the condition ~~and continued relevance~~ of the mural may require its removal.
2. The City shall not perform any maintenance on the mural. When a mural has either faded or been damaged and the sponsor is unable to continue to maintain it, the City may require removal at the cost of the applicant. No City agency can commit to contacting the artist or sponsor in the event that a mural needs to be removed.
3. A maintenance plan and budget for the mural is required. The plan will allocate responsibility for monitoring the condition of the mural on a regular basis, for decision making related to repair and removal.

~~g. Temporary murals. Murals that are intended to be displayed for a period of no more than one (1) year shall be required to meet the requirements of Section 15.07 (c) (11).~~

h. Permit required.

(12) *Wall signs.* The maximum allowable wall sign size on facades shall equal one (1) square foot per one (1) linear feet of frontage, exclusive of columns and/or pilasters. Such wall sign is limited to thirty-six (36) inches in height, must be contained within fifteen (15) feet of the sidewalk (or exterior walking surface), ~~and must be located above the storefront, and must be externally lit (exclusively) 2700—3000k color temperature.~~

(13) *Small signs.* Small signs shall not be more than four (4) square feet in area and the total Area of all signs on one (1) premises shall not exceed two (2) signs. Permit is for thirty (30) days at a time and only twice per year. If more time is requested, must apply to Planning Commission. Signs must be maintained in good condition.

(14) *Temporary signs.* ~~Shall not exceed thirty-two (32) square feet in area,~~ Shall be displayed for no more than thirty (30) days ~~during each three (3) month quarter, and no more than 180 days total per year. If requested for more than once per year, it must be approved by Planning Commission.~~ Exempt temporary signs are; banners, or flags when in the nature of special decorative displays used for public demonstrations or promotions of civic welfare or charitable purposes ~~on which there is no commercial advertising,~~ provided the City is held harmless and blameless for any damage or injury resulting there from. ~~No more than three (3) temporary signs shall be allowed on a site in the C-1, C-2, P-1, and M-1 and Village Overlay Districts, unless the site is a shopping center or similar multi-tenant building. For shopping centers and similar multi-tenant buildings, one (1) temporary sign shall be allowed for each building suite.~~

a. ~~Temporary signs in the C-1, C-2, P-1, M-1 and Village Overlay Districts shall not exceed twenty-four (24) square feet.~~

b. *Temporary banner signs.*

a. ~~Temporary banner signs that are attached to the principal building are permitted for a period of one (1) year.~~

b. ~~Temporary banner signs that are detached from the principal building are permitted for a maximum of thirty (30) days once per year.~~

c. ~~Single tenant buildings on a corner lot are permitted to have one (1) temporary banner sign per street frontage.~~

c. *Temporary flag signs.*

a. ~~Temporary flag signs shall be permitted for a maximum of 30 consecutive days once per year.~~

d. **Permit required.**

- (15) *Sandwich board or A-frame signs.* Portable sandwich board or A-frame signs may be placed at the public entrances to businesses, on either private property or the public sidewalk, in accordance with the following standards:
- a. No sign shall be placed within a distance of ten (10) feet from any fire hydrant, or in any location where it would imperil public safety, as determined by the Zoning Administrator, or their designee, or interfere with the function of the fire department.
 - b. The sign shall not be located any further than the sidewalk immediately adjacent to the subject property and its location shall not interfere with pedestrian or vehicular circulation as determined by the Zoning Administrator or their designee.
 - c. There shall be only one (1) portable sandwich board or A-frame sign per business. For buildings with front and rear customer entrances, one (1) additional portable sandwich board or A-frame sign may be permitted at the second entrance.
 - d. Each sign shall be placed outside only during the hours when the business is open to the general public and shall be stored indoors at all other times.
 - e. Each sign shall be placed next to the building wall or outside of the road right-of-way in a manner which is safe for and does not interfere with normal pedestrian or auto traffic. A clear path of five (5) feet must be maintained at all times.
 - f. Portable sandwich board or A-frame signs shall not have more than two (2) sign faces.
 - g. The following design requirements shall apply to all sandwich board or A-frame signs:
 1. Portable sandwich board or A-frame sign lettering, ~~excluding that which is part of the business logo~~, shall be between two (2) to four (4) inches high. Chalkboard signs may be permitted.
 2. Sandwich board or A-frame sign designs shall be uncluttered, with a minimum of text. ~~Logos and graphics are encouraged.~~
 3. The business name lettering and/or logo shall be neatly painted, raised, or routed onto the sign.
 4. The sign shall be kept in good repair at all times.
 5. ~~Portable sandwich board or A-frame signs are encouraged to relate to the nature or theme of the business advertised.~~
 - h. All sandwich board or A-frame signs must be reviewed and approved by the Zoning Administrator or their designee, prior to a sign permit being granted.
 - i. No portable sandwich board or A-frame sign shall exceed an overall height of forty-five (45) inches and an overall width of twenty-four (24) inches. The maximum height of the sign area shall be thirty-six (36) inches. Sign supports may be a maximum of nine (9) inches in height. The maximum sign area per sandwich board or A-frame sign is six (6) square feet.
 - j. Any person, firm, or corporation who violates any provisions of this section shall be subject to the penalties outlined in Article XXI of this Ordinance.
 - k. An annual permit is required. The permit shall be renewed each calendar year.
 - l. *Permit required.*

- (e) *Signs permitted in M-1 District.*

-
- (1) For premises containing only one occupant, one (1) wall or accessory ground sign, or combination thereof, the total of which shall not exceed an area of seventy-five (75) square feet.
 - (2) Where any premises has more than one (1) occupant, as in the case of multitenant complexes, there shall be permitted one (1) accessory ground sign not to exceed seventy-five (75) square feet ~~for group identification and/or to advertise the premises if the name of the complex is distinct from that of any occupant~~. In addition, multi-occupant complexes may identify individual tenants or uses with not more than one (1) wall sign not to exceed ten (10) square feet located on the face of the area occupied by the tenant or use.
 - (3) Ground signs shall not be located closer than one hundred (100) feet to any adjacent residential district and shall be limited to one (1) ground sign for any single premises regardless of the number of separate tenants or uses within the complex.
 - (4) ~~Off-premises non-accessory~~ signs and billboards. Off-premises ~~non-accessory~~ signs are permitted only in accordance with the following regulations and any other applicable provisions of this article:
 - a. No such sign shall have a total area of all faces in excess of two hundred (200) square feet or one hundred (100) square feet per sign face.
 - b. It shall have a maximum height not greater than twenty (20) feet from average grade as calculated within a sixty-foot radius from the base of the sign.
 - c. It shall not be closer than one thousand (1000) feet to any other ~~off-premises non-accessory~~ sign on the same side of the right-of-way.
 - d. The setback of the ~~off-premises non-accessory~~ sign shall be equal to the zoning yard requirements for the M-1 District.
 - e. An ~~off-premises non-accessory~~ sign shall be situated on the property so as to:
 1. Maximize motor vehicle sight distance, clear view, and traffic safety in general, in relation to other vehicles, pedestrians, and to other signage which is, or is anticipated to be, nearby; and
 2. Minimize the destruction of trees, the visibility of the billboard and illuminations thereof by and from residences, and any dangerous distraction and thus, hazard, of and to motorists, as determined in the discretion of the Planning Commission.
 - f. An ~~off-premises non-accessory~~ sign shall not be materially incompatible with surrounding improvements, as determined in the reasonable discretion of the Planning Commission.
 - g. An ~~off-premises non-accessory~~ sign may be illuminated but shall not have moving parts and/or intermittently flashing illumination. An illuminated ~~off-premises non-accessory~~ sign shall be situated at least five hundred (500) feet from any residential zoning district or residential use, and the illumination shall be directed away from all residential uses.
 - h. Permit required.

(f) *Signs permitted in R-MH District.* Refer to district provisions for sign requirements.

(Ord. 434, 5/17/2012; Ord. 462, 11/2/2017; Ord. No. 2023-02, § 1.02(Exh. A), 3-16-2023)

Sec. 14.08. Schedule of sign regulations.

Except as otherwise provided herein, signs shall be permitted in zoning districts according to this Schedule of Sign Regulations.

SCHEDULE OF SIGN REGULATIONS

| Sign Type | Permit Required | NR | R-M, R-ME, R-MH | CBD, CBD Fringe | C-1, C-2, P-1, O-1 | M-1 |
|--------------------------------------|-----------------|--------------|-----------------|-----------------|--------------------|--------------|
| Billboard (Non-Accessory) | X | | | | | X |
| Bulletin Board | X | X | X | X | X | |
| Directional | | X | X | X | X | X |
| Ground | X | X | X | | X | X |
| Group Identification | X | | X | | X | X |
| Institutional | | X | X | X | X | |
| Marquee | X | | | X | X | X |
| Occupational | | | | | X | |
| Political | X | X | X | X | X | |
| Projecting | | | | X | | |
| Real-Estate | X | X | X | X | X | |
| Temporary | X | X | X | X | X | |
| Time/Temperature | X | | | | X | |
| Wall | X | X | X | X | X | X |
| Window | | | | X | X | X |

Sec. 14.09. Nonconforming signs.

- (a) *Lawful existing signs.* Any sign lawfully existing at the time of this article which does not fully comply with all provisions shall be considered a nonconforming sign and may be permitted to remain as long as the sign is properly maintained and not detrimental to the health, safety and welfare of the community except as hereafter provided.
- (b) *Continuance.* A nonconforming sign shall not:
 - (1) Be expanded or changed to another nonconforming sign;
 - (2) Be relocated or structurally altered so as to prolong the life of the sign or so as to change the shape, size, type, placement, or design of the sign;
 - (3) Be re-established or maintained after the activity, business or usage to which it relates has been discontinued for ninety (90) days or longer;
 - (4) Be repaired or re-erected after being damaged if the repair or re-erection of the sign would cost more than fifty (50) percent of the cost of an identical new sign.
- (c) *Intent.* It is the intent of this section to encourage eventual elimination of signs that, as a result of the adoption of this article, become nonconforming, and to administer this article to realize the removal of illegal nonconforming signs and to avoid any unreasonable invasion of established private property rights, therefore;
 - (1) No person shall be required to remove a sign which was erected in compliance with previous regulations of this article if said sign becomes nonconforming due to a change occurring after adoption of this article, or in the location of buildings, streets or other signs, which change, is beyond the control of the owner of the sign and the premises on which it is located.

-
- (2) If the owner of a sign or the premises on which a sign is located changes the location of a building, property line, or sign, or changes the use of a building so that any sign on the premises is rendered nonconforming, such sign must be removed or made to conform to this article.

Sec. 14.10. Appeals.

Any person aggrieved by any decision, ruling, or order from the Building Official, may make an appeal to the Zoning Board of Appeals. The ZBA may grant a variance as provided for in this Ordinance.

Sec. 14.11. Enforcement.

This Ordinance section shall be administered and enforced by the Building Official.



MCKENNA

July 7, 2026

Joseph Gacioch, ICMA-CM
Interim City Manager
City of Keego Harbor
2025 Beechmont St.
Keego Harbor, MI, 48320

Subject: Lot Split Review for 2968 Glenbroke Street

Dear Mr. Gacioch,

We have reviewed the lot split application for 2968 Glenbroke St. (Parcel # 18-01-151-027). The property owner, Michael Nichols (the "Applicant"), is proposing to split Lot 68 (proposed Parcel "B") from the parent parcel which includes Lot 69 and Lot 70 (proposed Parcel "A"). The three parcels were combined in 2017.

This review is to ensure that the proposed lot split complies with the City of Keego Harbor's Land Division Ordinance, Zoning Ordinance, as well as sound planning practices. We provide the following comments for your review, **indicated in bold**. Items that are out of compliance or require further information are **underlined**.

STANDARDS FOR GRANTING APPROVAL

Section 24-23 of the Code of Ordinances provides the following standards for approval for division of land requests:

- (1) *Compliance with State law.* An application for division of land shall not be approved unless it is in compliance with the Land Division Act, Public Act No. 288 of 1967 (MCL 560.101 et seq). Accordingly, a parcel of land may be divided pursuant to the requirements of this article if such division creates less than five (5) parcels of land each of which is ten (10) acres or less in area, or if such division creates less than five (5) parcels of land each of which is ten (10) acres or less in area as a result of successive divisions over a period of ten (10) years.

The proposed lot split appears to be in compliance with the Land Division Act, Public Act No. 288 of 1967. The proposed lot combination application contains an adequate and accurate legal description, is not narrower than a 4:1 depth-to-width ratio, meets the minimum parcel width and size for the Neighborhood Residential (NR) District of the Zoning Ordinance, is accessible by public road, does not exceed the maximum number of divisions for the parent parcel, does not encroach on existing public utility easements, and does not result in a land locked cemetery.

- (2) *Lot dimensional requirements.* All parcels created as a result of division of land shall comply with the minimum lot dimensional requirements of the current zoning ordinance, including minimum lot size and lot width, except in the following circumstances:
 - a. Where the proposed division of land would reduce the degree of existing nonconformity with zoning ordinance standards; or
 - b. Where the nonconforming parcel created as a result of the division of land is intended to be combined with additional land for the purposes of creating a building site that conforms with the zoning ordinance requirements.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
☎ 248.596.0930
MCKA.COM

Communities for real life.



The proposed lot split of Parcel “B” is consistent with the average lot width and lot size of properties located on the same side of Moss Street between Cass Lake Road and Sylvan Glen. Complies.

- (3) *Taxes or assessment liens.* Any due or unpaid taxes or special assessments upon the property shall be paid before the division of land is given final approval.

Waterford Township Assessors, who also conducts assessing in Keego Harbor, noted 2968 Glenbroke St. (Parcel # 18-01-151-027) does not have any unpaid taxes or liens against the property.

- (4) *Division of existing nonconforming parcels.* No parcel that is smaller than currently required by the zoning ordinance shall be further divided.

The proposed lot split of Parcel “B” is consistent with the average lot width and lot size of properties located on the same side of Moss Street between Cass Lake Road and Sylvan Glen. Complies.

- (5) *Depth-to-width ratio.* Wherever possible, the depth to width ratio of a parcel created through land division shall not exceed three (3) to one (1).

The depth-to-width ratio of the parcel created by this lot combination would be 2.5 to 1, which does not exceed three (3) to one (1). Complies.

- (6) *Disruption to flow of water.* No division of land shall be approved if subsequent development would result in disruption to the existing or natural flow of water within drainage ditches, natural watercourses, or government-maintained drains unless evidence of a feasible alternate method of drainage is presented.

Based on the information provided, it is not expected that the proposed lot split will disrupt the existing or natural flow of water.

- (7) *Consideration of deed restrictions.* The effect of proposed division of land on deed restrictions shall be considered by the City Manager and the City Council in their review of the application. However, such deed restrictions shall not be binding upon the City under this article.

Not applicable. There are no deed restrictions being proposed with this lot split application.

- (8) *Consent of the title holder.* No division of land shall be approved without the consent of the title or deed holder of the subject parcel.

The Applicant is the title holder of the subject parcels being split. Complies.

- (9) *Character of surrounding development.* In reviewing an application for division of land, the City Manager and the City Council shall consider the impact of subsequent construction on the character of surrounding development. In evaluating character of surrounding development, the City Manager and the City Council shall consider the size, dimensions and proportions of existing surrounding parcels.

The proposed lot split of Parcel “B” is consistent with the average lot width and lot size of properties located on the same side of Moss Street between Cass Lake Road and Sylvan Glen.



Please note that approval of the lot split does not constitute approval of any future construction. Any proposed structure on the newly created parcel would still be required to comply with all applicable zoning and building regulations, including setbacks, lot coverage, building height, and other development standards.

- (10) *Parking requirements.* An application for division of land shall not be approved if it would result in a loss of parking such that development on any of the resulting parcels would be unable to comply with the minimum parking requirements in the zoning ordinance.

The proposed lot split will not result in a loss of parking.

- (11) *Access.* An application for division of land shall not be approved unless all parcels created as a result of such division front onto a public road, or onto a private road that complies with the requirements in [Section 24-24](#).

The lot resulting from the proposed lot split will front onto a public road. Complies.

RECOMMENDATION

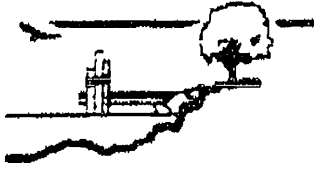
The proposed lot split appears to meet the standards of the Land Division Act and Section 24-23 of the City of Keego Harbor's Code of Ordinances. Based on the information provided and any additional information provided at the July 16, 2026 City Council meeting, the City Council could consider approval of the application.

We are happy to answer any questions you may have.

Respectfully submitted,

McKENNA

Dan Commer, AICP
Senior Planner



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Joseph Gacioch, Interim City Manager

MEETING: July 16th Regular Session

SUBJECT: BS&A Modernization

Bottom Line Up Front:

During the July Study Session, City Council reviewed opportunities to modernize the City's core business software systems through migration from the current BS&A .NET platform to BS&A Cloud. Following that discussion, staff recommend proceeding with implementation and including this project as part of a first quarter budget amendment tentatively planned for October.

The proposed migration will improve customer service, improve accounting details, expand online access to City services, support mobile field operations, enhance cybersecurity, eliminate future server replacement needs, and position the City for continued modernization of municipal services.

Background:

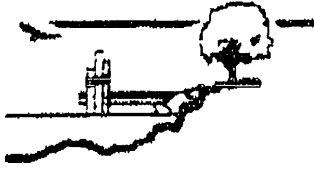
BS&A serves as the City's primary enterprise software platform supporting financial management, assessing, tax administration, permitting, inspections, and other core municipal functions.

Staff has confirmed that the City's current BS&A .NET platform is approaching end-of-life and is expected to be unsupported within approximately three years. Migration to BS&A Cloud will transition the City to BS&A's current software platform while providing expanded functionality and long-term vendor support. Approximately 65% of Oakland County communities have already completed this transition.

The project will provide residents and businesses with expanded online services while improving staff efficiency through cloud-based workflows, mobile access, and integrated records management.

Recommended Action:

MOTION: Move to authorize the Interim City Manager to execute the BS&A Cloud Migration Agreement with BS&A Software in the amount of \$22,400 in one time implementation costs and \$17,085 in recurring software service fees as submitted by the Interim City Manager.



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Joseph Gacioch, Interim City Manager

MEETING: July 14, 2026, Study Session

SUBJECT: BS&A Cloud Modernization

Introduction

As part of Gacioch Civic Advisory's organizational assessment during my first 60 days as Interim City Manager, several opportunities have emerged to modernize City operations, improve customer service, strengthen cybersecurity, and create meaningful efficiencies for staff. One of the most significant opportunities identified is migrating the City's BS&A enterprise software platform from its current on-premise .NET environment to BS&A Cloud.

Pending Council discussion and direction at the July 14 Study Session, staff anticipate bringing a recommendation forward for formal consideration at the July 16 Council meeting. BS&A estimates implementation requires six to nine months from project kickoff and has indicated Keego Harbor may be eligible for a fall implementation schedule if the project is authorized this summer.

Background

BS&A serves as the City's primary enterprise resource planning (ERP) platform and supports every core administrative function, including financial management, accounting, property assessment, tax administration, building department operations, utility billing, accounts payable, cash receipting, and other essential municipal services.

During discussions with BS&A representatives, staff confirmed that the City's current .NET platform is approaching the end of its useful life and is expected to reach end-of-support within approximately three years. At present, approximately 65 percent of Oakland County cities, villages, and townships have already migrated to BS&A Cloud, leaving Keego Harbor among a shrinking number of communities continuing to operate on the legacy platform.

Discussion

The proposed migration represents more than a software upgrade. It is an opportunity to modernize how the City delivers services to residents, businesses, contractors, and employees while improving internal operations and reducing long-term technology risks.

Customer Service Improvements

- Online permit applications and submissions.
- Online inspection scheduling.
- Expanded online payment options.
- Enhanced public access to property, tax, and assessment information.
- Greater convenience and transparency for residents, businesses, and contractors.

Operational Efficiencies

- Mobile-ready code enforcement operations allowing inspections to be completed in the field with real-time synchronization.
- Digital workflows that reduce duplicate data entry and paper processing.
- Enhanced reporting, dashboards, and operational analytics.
- Automated software updates and system maintenance.
- Improved collaboration across departments through centralized information management.

Cybersecurity and Risk Reduction

Under the City's current environment, staff remains responsible for maintaining local server infrastructure, software updates, backups, disaster recovery planning, and cybersecurity protections.

Migrating to BS&A Cloud transfers these responsibilities to BS&A's managed cloud environment, which includes automated software updates, continuous security monitoring, integrated cybersecurity protections, disaster recovery capabilities, redundant backups, and ongoing system maintenance.

The migration will also eliminate the future need to replace the City's dedicated BS&A application server. This reflects the broader technology direction within local government, where communities are increasingly investing in secure cloud-based software and managed technology services rather than maintaining aging on-premise infrastructure.

Financial Impact

BS&A has provided a preliminary proposal consisting of:

- **One-time implementation and migration:** \$22,400
- **Annual software subscription and support:** Approximately \$17,085

The implementation includes project management, data migration, workflow conversion, system configuration, report migration, security setup, payment processing integration, user training, testing, and post-implementation support.

Funding Plan:

One-Time Implementation

The City is well positioned to fund the one-time implementation expense through existing General Fund reserves. Based upon the FY 2025 Annual Audit, the General Fund maintains an unassigned fund balance of approximately 52 percent of annual expenditures, providing sufficient capacity to support strategic one-time investments that improve organizational effectiveness and long-term service delivery. I believe utilizing fund balance for this non-recurring implementation cost represents an appropriate use of reserves while avoiding unnecessary pressure on future operating budgets.

Ongoing Operating Costs

The City's current annual BS&A licensing costs are approximately **\$3,800**. Migration to BS&A Cloud will increase annual subscription and support costs to approximately **\$17,000**, representing an increase of **\$13,000 annually**.

While this represents an increase in recurring operating costs, it also replaces future investments in server hardware, software maintenance, cybersecurity protections, backups, and other technology infrastructure that would otherwise require additional local investment.

As part of the City's broader organizational assessment, I am evaluating several initiatives to sustainably absorb these recurring costs while strengthening the City's overall financial management practices. Examples are listed below:

1. Comprehensive Fee Schedule Review

The City already recovers portions of administrative overhead through various user fees. For example, finance administration costs are partially recovered through administrative fees included on property tax bills, and administrative costs are similarly incorporated into portions of the Building Department's fee structure.

I recommend developing a comprehensive City-wide fee schedule that more consistently aligns fees with the actual cost of providing services. A Master fee schedule should be updated on an annual basis as part of the City's budget process.

Future fee calculations should incorporate direct labor, administrative overhead, technology systems, records management, payment processing, and other costs necessary to deliver municipal services. Establishing a formal cost-based fee schedule will improve financial sustainability while ensuring user-supported services recover an appropriate share of their operating costs. The Fee schedule should also be benchmarked with regional peers.

2. Cost Allocation Review

Staff will also review the City's internal cost allocation methodology to ensure administrative; personnel, technology, and software costs are appropriately distributed among benefiting funds in accordance with governmental accounting best practices.

Because BS&A supports operations across the General Fund, Building Department, Water Fund, Major and Local Street Funds, and other operational activities, a more accurate allocation of shared costs will improve financial transparency while ensuring each fund bears an equitable share of the services it receives.

Collectively, these initiatives are intended not only to support the ongoing operating costs associated with BS&A Cloud but also to strengthen the City's overall financial management practices for years to come.

Recommendation

Migration to BS&A Cloud represents a strategic investment in the City's operational infrastructure that will modernize service delivery, improve cybersecurity, increase organizational efficiency, and better position the City for the future.

Staff believes the one-time implementation cost can be appropriately funded through available General Fund reserves, while the ongoing subscription costs can be responsibly incorporated into future budgets through improved cost recovery practices, a comprehensive review of the City's fee schedule, and refinement of internal cost allocation methodologies.

Should Council support moving forward, staff will return with a proposed implementation agreement and budget amendment for formal consideration at a future meeting.

Sincerely,
Joseph Gacioch, Interim City Manager
City of Keego Harbor



Proposal for:
City of Keego Harbor, Oakland County MI
June 16, 2026
Quoted by: Joel Champ

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules

| Financial Management | |
|------------------------------|--------------------|
| GL-General Ledger | \$2,290.00 |
| AP-Account Payable | \$1,895.00 |
| CR-Cash Receipting | \$2,055.00 |
| FA-Fixed Assets | \$1,765.00 |
| Total | \$8,005.00 |
| Community Development | |
| BD-Building Department | \$3,680.00 |
| Total | \$3,680.00 |
| Property | |
| ASG-Assessing | \$3,080.00 |
| TX-Tax | \$2,320.00 |
| Total | \$5,400.00 |
| Subtotal | \$17,085.00 |

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to BS&A Cloud.
- Assigned Project Coordinator works with you to create a project schedule aligned with your processes and needs.
- How-to guides and select reference videos provided for your users to become familiar with relevant Cloud processes prior to your go-live.
- Preliminary conversion and validation performed by the Upgrade Team, validating data, balances, configurations, and related settings prior to your live upgrade.
- Final data extraction, upgrade and validation for your BS&A Cloud go-live.
- Module-specific data validation performed by domain experts in the dedicated Upgrade Team.
- Testing and implementation of existing customizations prior to go-live, preserving functionality and ensuring critical components are converted.
- Migration of key custom reports, enabling continuity in reporting for your municipality from .NET to Cloud.
- Automated configuration of users and security roles based on your prior setup in the .NET applications.
- Conversion of approval workflows based on role-specific security, maintaining established processes.
- Training for all primary users on global functions of BS&A Cloud, such as navigation, searching, and reporting.
- Module-specific training for users of your municipality in their primary daily activities in BS&A Cloud.
- As applicable, configuration of existing hardware (barcode scanners, etc) for seamless integration with BS&A Cloud.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Prioritized support by the dedicated Upgrade Team for two weeks following your go-live, leveraging BS&A's best in class support system for case visibility and seamless transition to BS&A Customer Support following the hypercare period.

\$22,400.00

Cost Totals

| | | |
|------------------------------|----------|-------------|
| Upgrade Modules – Annual Fee | Subtotal | \$17,085.00 |
| Upgrade Implementation | Subtotal | \$22,400.00 |

| | |
|-----------------------|--------------------|
| Total Proposed | \$39,485.00 |
|-----------------------|--------------------|

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

- 1st Payment: **\$11,200** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$17,085** to be invoiced upon the subscription start date for upgrade modules.
- 3rd Payment: **\$11,200** to be invoiced upon completion of upgrade implementation.

SaaS: The Future of Local Government Technology



Global Platform Improvements

Always Accessible



Manage your essential functions from anywhere, anytime—in office, at home, on the go

Automatic Updates



Software updates are automatic, always have the most current version

Enhanced Collaboration



Centralized data access, easy to use messaging, and automated workflows

Predictable Costs



Subscription-based model, no costly on-premise hardware

Security and Disaster Recovery



Stringent security protocols, automated backups, data is safe and secure

Scalable and Future-Proof



Scale effortlessly to meet the needs of your growing community

SaaS

(Software as a Service)

You log in and
it just works.

• Hosting Costs

• Security & Compliance

• IT Workload

• Automatic Updates

• No Down Time

• Modern, Flexible, Scalable

SaaS Benefits

✓ **Make Life Easier**

🕒 Save Time

💰 Save Money

.NET

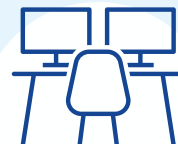
Limited VPN Access



Local Workstation Only

SaaS

Safe, Secure, Browser Access



Office



Home



On-the-go

SaaS Benefits

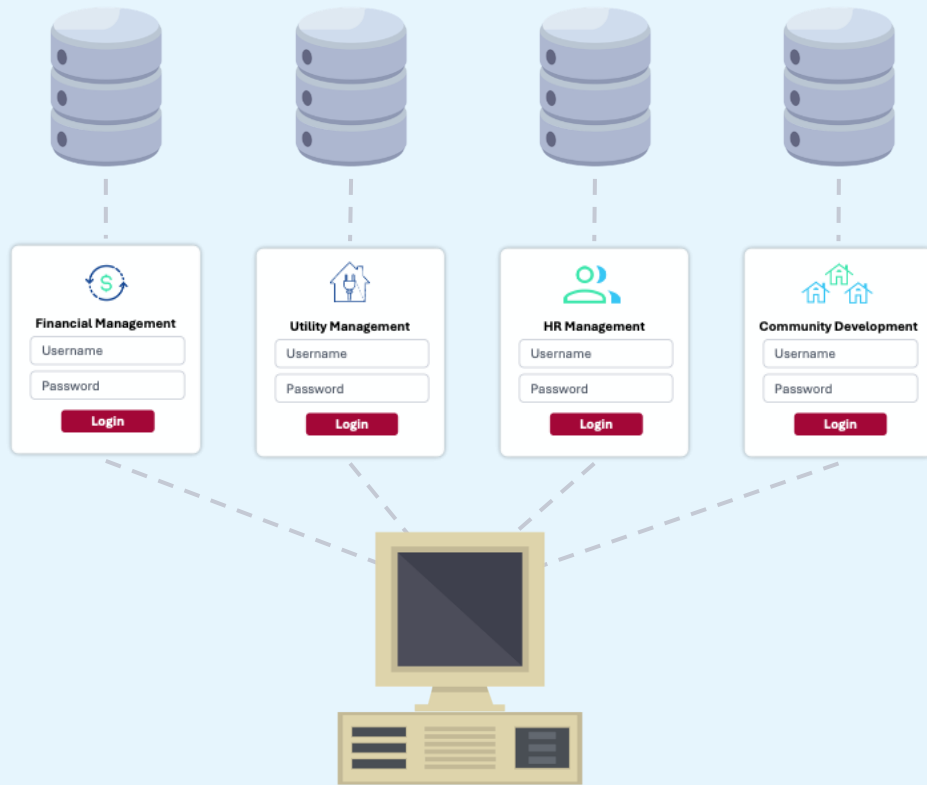
✓ **Make Life Easier**

🕒 Save Time

💰 Save Money

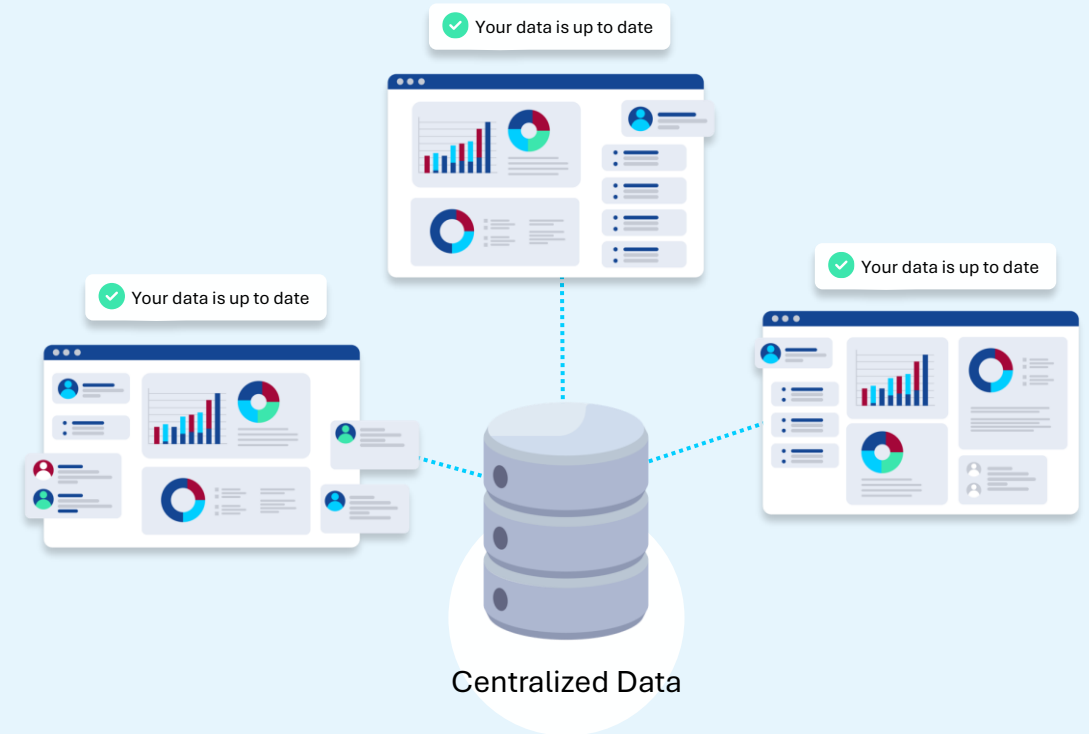
.NET

Limited Data Access



SaaS

Streamlined Access



SaaS Benefits

 **Make Life Easier**

 Save Time

 Save Money

.NET

Limited Access



Financial Management

Login



Utility Management

Login



HR Management

Login



Community Development

Login

SaaS

Enhanced Collaboration



Login

SaaS Benefits

✓ **Make Life Easier**

✓ **Save Time**

✓ **Save Money**

.NET

Manual Management



✓ Updated

! Update Required

! Update Required



SaaS

Automatic Updates

✓ Your software is up to date



SaaS Benefits

✓ **Make Life Easier**

✓ **Save Time**

Save Money

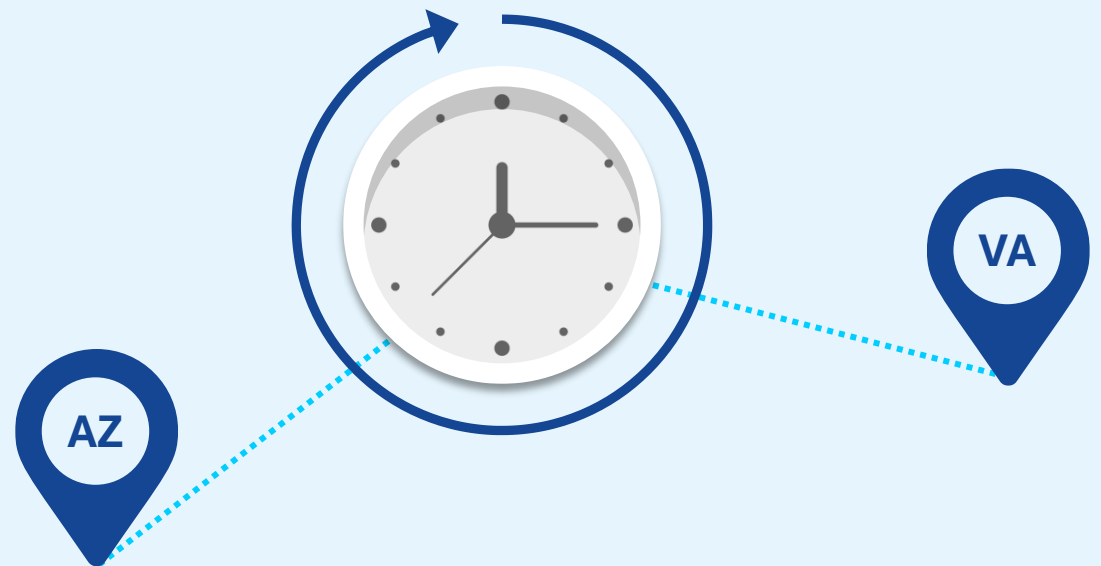
.NET

Manual Backups



SaaS

Automated Every 15 Mins.



SaaS Benefits

✓ **Make Life Easier**

✓ **Save Time**

✓ **Save Money**

.NET

On-Premise Responsibility



IT Labor



Data Loss Risk



Security



Offsite Storage



Compliance

SaaS

Built-In Protection



Data is safe, secure, and recoverable



Operational cost/burden reductions



All included in SaaS subscription



SaaS Benefits

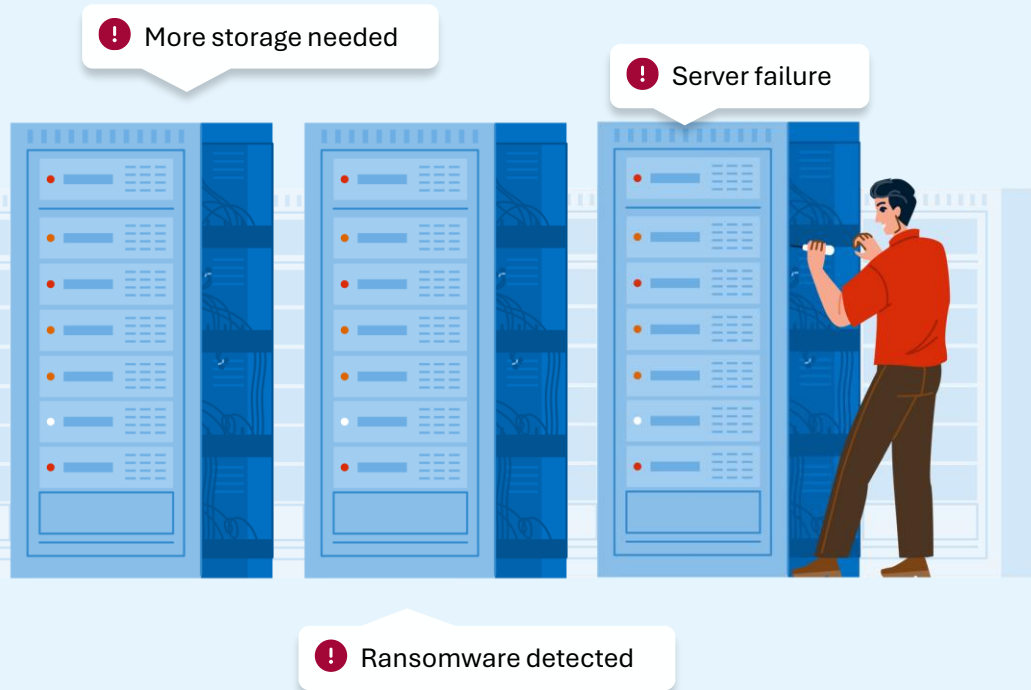
✓ Make Life Easier

✓ Save Time

✓ Save Money

.NET

Fluctuating Costs



SaaS

Predictable Costs

ERP Software Designed for Local Government

| | |
|---|---|
| Infrastructure Management | ✓ |
| Intrusion Detection & Prevention Systems (IDPS) | ✓ |
| Scalable Resources | ✓ |
| Product Enhancements / Future Proof | ✓ |
| Self-Service Portal | ✓ |
| Security Configuration | ✓ |
| Continuous Monitoring | ✓ |
| Automated Backups | ✓ |
| Unlimited Storage | ✓ |
| Disaster Recovery | ✓ |

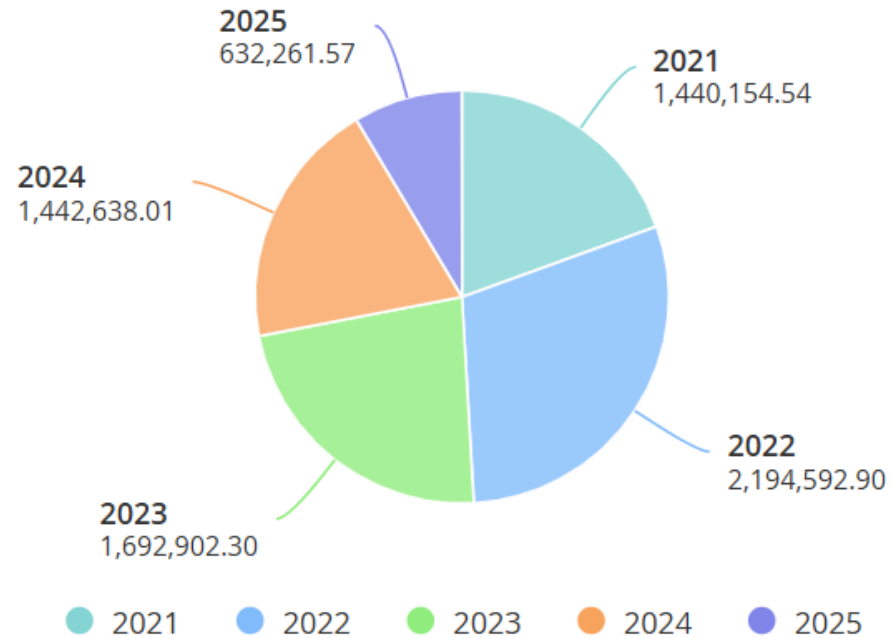
NEW

Custom Dashboards

PURCHASING 5 YEAR ANALYSIS

By Vendor

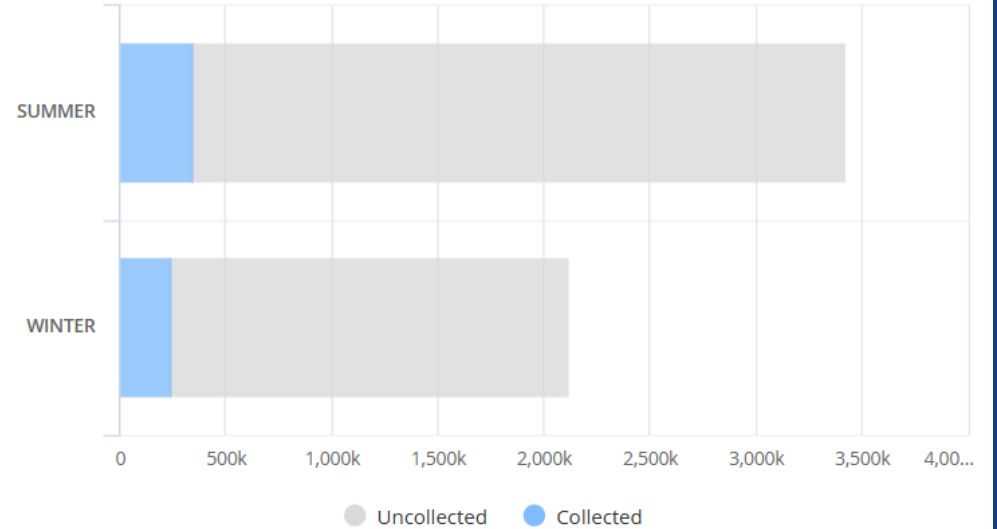
← BACK ↻ RESET



SUMMARY DETAILS 678

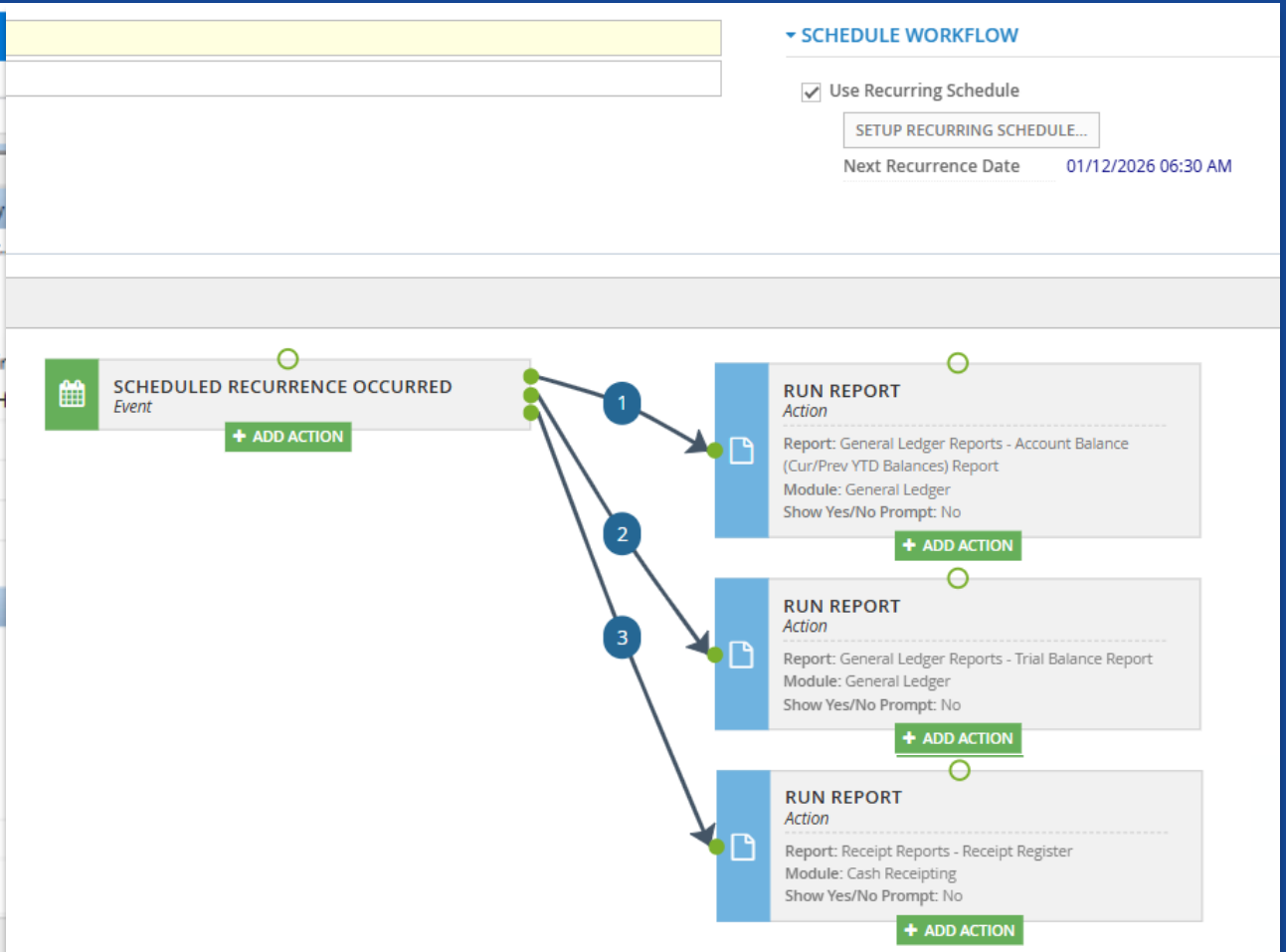
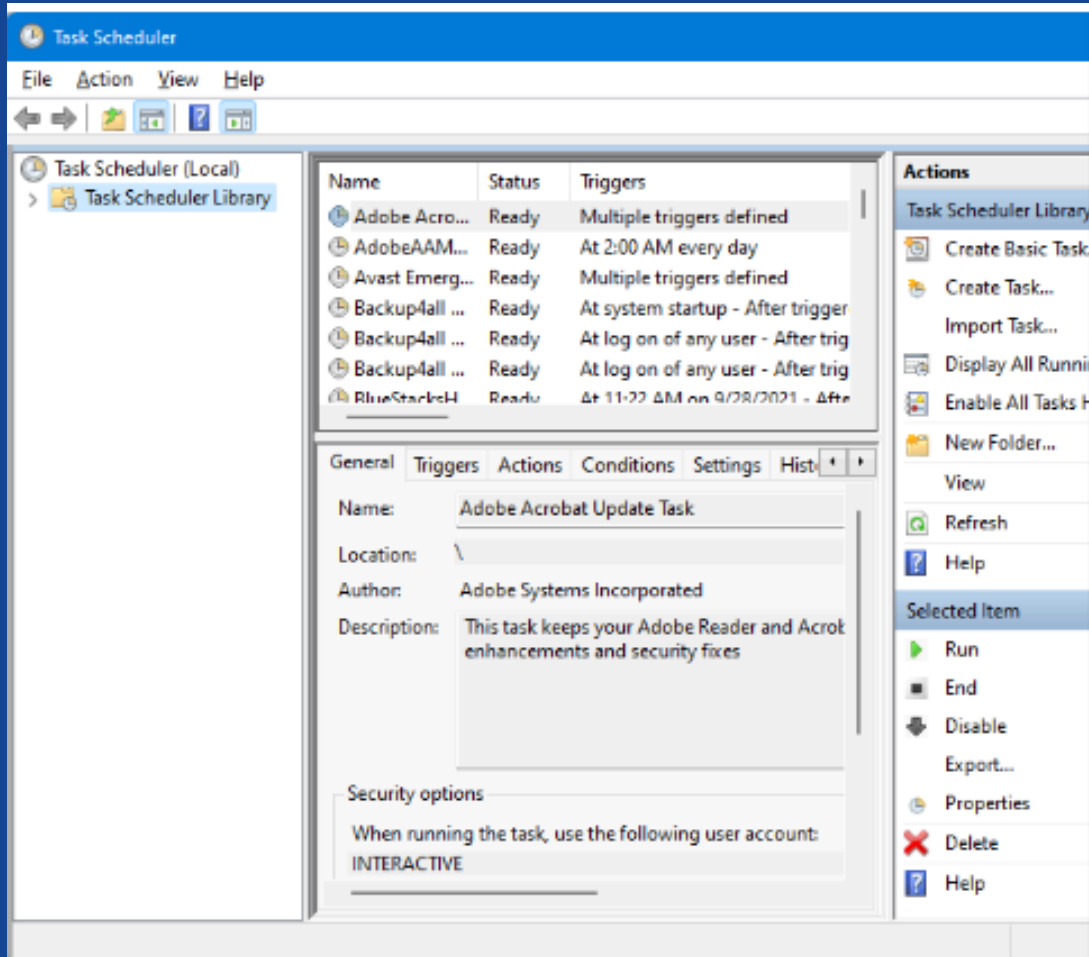
2022 TAX COLLECTION STATS

PRINT



Summer Taxes Collected 10.28%
Winter Taxes Collected 11.58%

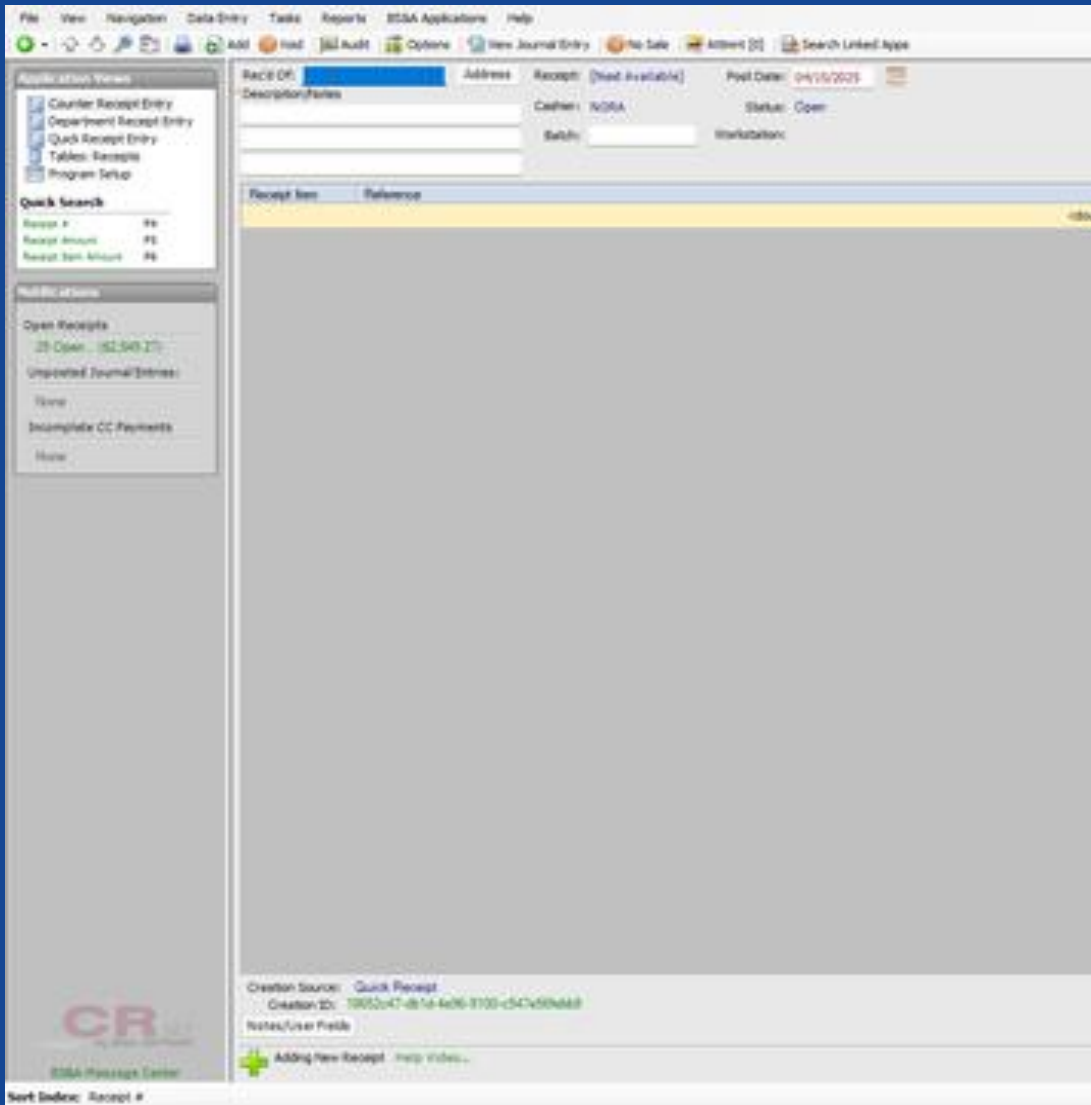
User-Defined Workflows



.NET

SaaS

Receipt Entry



PAID BY INFORMATION

Barcode Entry

Received of Name

SMITH, TOMMY

Received of Address

Not Specified

Email Receipt

Email Address

tsmith@bsasoftware.com

Email Print Option

Email and Print

DETAILS 1 1

NOTES

DETAIL INFORMATION

+ ADD NEW RECORD

+ GROUP PAYMENT

+ SEARCH MODULES

TYPE

REFERENCE

STAX

051-025-399-15

<double-click or begin typing here to add a new row>

1

.NET

SaaS

Parcel View

The screenshot shows a legacy tax system interface. The main window displays parcel information for 'GREAT LAKES ENERGY' with parcel ID 77 051 99 0114 000. A 'Tax Information' table is visible, showing a total of 6.64. The interface includes a sidebar with navigation options like 'Edit Parcel', 'Apply Payments', and 'Quick Tables'. The bottom of the screen features a 'TAX' logo and a message center.

| Category | Amount |
|--------------|-------------|
| Specials | 0.00 |
| Tax | 6.64 |
| Int/Pen | 0.00 |
| Total | 6.64 |
| Receipts | 6.64 |
| Left to Pay | 0.00 |

The screenshot shows a modern SaaS tax system interface. The main window displays parcel information for 'Bryan Allen' with parcel ID 77 051 99 0114 000. The 'TAX INFORMATION' section is expanded, showing a total of 3,677.49. The interface includes a top navigation bar with options like 'CREATE', 'DISCARD', 'SAVE', and 'ADJUST'. The bottom of the screen features a 'TAX' logo and a message center.

| Category | Amount |
|------------------|-----------------|
| Specials | 0.00 |
| Tax | 3,373.84 |
| Interest/Penalty | 303.65 |
| Total | 3,677.49 |
| Receipts | 0.00 |
| Left to Pay | 3,677.49 |

.NET

SaaS



UB Cycle Manager

Cycle Control

↑ ↓ 📅 🔍 🗑️ Add 🗑️ Delete 📄 Audit 🛠️ Tools ▾

Cycle: 1

Description: 2025 QUARTERLY BILLING

Cycle Tasks Notes

Add Edit Delete

| | Cycle Task Name | Scheduled Date | Completed Date | Completed By |
|---|-------------------------------|----------------|----------------|--------------|
| ✖ | Export Meter Reads | | | |
| ✖ | Import Meter Reads | | | |
| ✖ | Print Abnormal Usage | | | |
| ✖ | Calculate Bills | | | |
| ✖ | Print Billing Register | | | |
| ✖ | Print Bills | | | |
| ✖ | Email Bills | | | |
| ✖ | Print Estimate Report | | | |
| ✖ | Journalize Bills | | | |
| ✖ | Export ACH File | | | |
| ✖ | Calculate Penalty | | | |
| ✖ | Print Penalty Register | | | |
| ✖ | Run Past Due / Shutoff Wizard | | | |
| ✖ | Print Shutoff Notices | | | |
| ✖ | Estimate Meters | | | |
| ✖ | Print Abnormal Billing Report | | | |

View cha

+ ADD NEW RECORD

| TASK | SCHEDULED | COMPLETED | COMPLETED BY | | | |
|---|-----------|------------|--------------|-------|------------|---|
| Export Meter Reads | | 08/31/2024 | TIM | ▶ RUN | DETAILS... | ✖ |
| Import Meter Reads (Legacy) | | 09/02/2024 | TIM | ▶ RUN | DETAILS... | ✖ |
| Meter Read Manager | | 09/01/2024 | DWilliams | ▶ RUN | DETAILS... | ✖ |
| Print Abnormal Usage | | | | ▶ RUN | DETAILS... | ✖ |
| Print Consumption Report | | | | ▶ RUN | DETAILS... | ✖ |
| Calculate Bills | | | | ▶ RUN | DETAILS... | ✖ |
| Print Billing Register | | | | ▶ RUN | DETAILS... | ✖ |
| Print Bills | | | | ▶ RUN | DETAILS... | ✖ |
| Print Group Bills | | | | ▶ RUN | DETAILS... | ✖ |
| Export Bills to Printing Company | | | | ▶ RUN | DETAILS... | ✖ |
| Email Bills | | | | ▶ RUN | DETAILS... | ✖ |
| Journalize Bills | | | | ▶ RUN | DETAILS... | ✖ |
| Process Internal Payments | | | | ▶ RUN | DETAILS... | ✖ |
| Export ACH File | | | | ▶ RUN | DETAILS... | ✖ |
| Apply Penalty | | | | ▶ RUN | DETAILS... | ✖ |
| Print Penalty Register | | | | ▶ RUN | DETAILS... | ✖ |
| Past Due Notices | | | | ▶ RUN | DETAILS... | ✖ |
| Print & Email Shutoff Notices | | | | ▶ RUN | DETAILS... | ✖ |
| Generate Shut off Notice, Fees, & Work Orders | | | | ▶ RUN | DETAILS... | ✖ |

⏪ ◀ 1 ▶ ⏩

1 - 19 of 19 items

.NET

SaaS

Payroll Wizard

Payroll Procedures

| | | |
|---------|-----------------------------|--------------------------|
| Step 1: | Initialize Payroll... | <input type="checkbox"/> |
| Step 2: | Edit Payroll... | <input type="checkbox"/> |
| Step 3: | View Proof Reports... | <input type="checkbox"/> |
| Step 4: | Set Check Numbers... | <input type="checkbox"/> |
| Step 5: | Print Checks and Stubs... | <input type="checkbox"/> |
| Step 6: | Create Direct Deposit File. | <input type="checkbox"/> |
| Step 7: | Create Journal Entries... | <input type="checkbox"/> |
| Step 8: | Post Payroll to GL... | <input type="checkbox"/> |
| Step 9: | Wrap Up Payroll... | <input type="checkbox"/> |

▼ PAYROLL PROCEDURES

| | | |
|--------|----------------------------|--------------------------|
| Step 1 | INITIALIZE PAYROLL | <input type="checkbox"/> |
| Step 2 | EDIT PAYROLL | <input type="checkbox"/> |
| Step 3 | VIEW PROOF REPORTS | <input type="checkbox"/> |
| Step 4 | SET CHECK NUMBERS | <input type="checkbox"/> |
| Step 5 | PRINT CHECKS AND STUBS | <input type="checkbox"/> |
| Step 6 | CREATE DIRECT DEPOSIT FILE | <input type="checkbox"/> |
| Step 7 | CREATE JOURNAL ENTRIES | <input type="checkbox"/> |
| Step 8 | WRAP UP PAYROLL | <input type="checkbox"/> |

.NET

SaaS

AI Invoicing

Create Invoice

INVOICE VALUES

| ACCOUNT FIELD | VALUE | CONFIDENCE |
|------------------|----------------|------------|
| Amount | 4750 | 98 % |
| Due Date | 05/25/2025 | 98 % |
| Invoice Date | 05/01/2025 | 98 % |
| Invoice Number | BSA CUS050122 | 75 % |
| Vendor Address 1 | 14965 Abbey LN | 91 % |
| Vendor City | Bath | 91 % |
| Vendor Name | BSA Software | 95 % |
| Vendor State | MI | 91 % |
| Vendor Zip | 48808 | 91 % |
| Unmapped | BS&A SOFTWARE, | 94 % |

INVOICE LINE ITEM VALUES

| LINE ITEM FIELD | VALUE | CONFIDENCE |
|--------------------|---|------------|
| Line Item 1 | | |
| Amount | 2750 | 96 % |
| Description | Financials (GL, AP, CR, PO, FA, AR) | 95 % |
| Line Item 2 | | |
| Amount | 2000 | 96 % |
| Description | Budget & Reconciliation Training (2 Days) | 95 % |



Vendor Information:

BSA Software
14965 Abbey LN
Bath, MI 48808

INVOICE

Invoice Date: 05/01/2025

Description: Annual SAAS

Due Date: 05/25/2025

Invoice Number: BSA CUS050122

Notes: Municipal Customer Large City

| Description | Amount |
|---|-------------------|
| Financials (GL, AP, CR, PO, FA, AR) | \$2,750.00 |
| Budget & Reconciliation Training (2 Days) | \$2,000.00 |
| Total | \$4,750.00 |

NEW

Global Search

775

775 in Navigation

NAVIGATION RESULTS
No Items found...

Other possible record type matches for 775 below...

BUSINESS RESULTS **BL** 1 result

| DISPLAY ADDRESS | FULL NAME | BUSINESS NUMBER |
|---|---------------------|-----------------|
| 775 NORTHRIDGE DR | Allen's Barber Shop | 000000016 |
| Search More Businesses... | | |

JOURNAL ENTRY RESULTS **GL** 4 of 100 results

| JOURNAL ENTRY # | DESCRIPTION |
|--|---------------------------------|
| ★ 775 | AIRPORT - 1995 CHRYSLER KEY |
| 1775 | REPAIRS - RTN FOR CREDIT |
| 2775 | PKS & REC - SUPPLIES |
| 3775 | PD - 46-1 PATROL CAR LETTERI... |
| Search More Journal Entries... | |

INVOICE RESULTS **AP** 5 of 167 results

| INVOICE # | REFERENCE # | DESCRIPTION | VENDOR NAME |
|---|-------------|-------------------------------|--------------------------|
| 77557 | 0000078415 | FD- OFFICE SUPPLIES | 1ST CHOICE OFFICE OUTLET |
| 77564 | 0000078439 | WWT- SUPPLIES PLASTIC UTEN... | 1ST CHOICE OFFICE OUTLET |
| 002420775 | 0000080886 | PD - UNIFORMS | GALL'S INC |
| 00268775 | 0000081075 | WWT - BAGGED ICE | WITBECK'S FAMILY FOODS |
| 107755 | 0000088495 | PAPER ROLLS | 1ST CHOICE OFFICE OUTLET |
| Search More Invoices... | | | |

NEW

Workspaces

Invoices - Ready For Posting

CREATE
SEARCH
BLOCK START
QUICK BLOCK
MARK
QUICK MARK
COUNT



SORTED BY: VENDOR NAME (ASC)

Show Hidden

WORKSPACE

| VENDOR NAME | INVOICE # | DESCRIPTION | AMOUNT | POST DATE | EXPECTED CHECK RUN DATE | DUE DATE | EXPORT FOR PRINTING |
|---------------------------------|------------|------------------------------------|------------|------------|-------------------------|------------|--------------------------|
| AFLAC | REMIT | Voluntary Life Ins | 1,952.75 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| AFSCME | REMIT | Remittance Check | 350.00 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| APERS | REMIT | Remittance Check | 13,988.01 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| APERS | REMIT | Remittance Check | 31,644.31 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| AT&T CORPORATION | 43666 | Phone & Internet | 250.00 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| BLUE CROSS | REMIT | Remittance Check | 92,182.20 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| DELTA DENTAL | REMIT | Remittance Check | 25,672.50 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| EYEMED | REMIT | Remittance Check | 28,000.00 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| FEDERAL TAXES | REMIT | Remittance Check | 317,264.03 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| NEW HAMPSHIRE RETIREMENT SYSTEM | REMIT | Remittance Check | 97,269.42 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| PERF | REMIT | Remittance Check | 56,089.19 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| PRO COMM INC | PRO981134 | Letterhead paper | 50.00 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| SUNBURST GARDENS | SUN92884 | Baseball Diamond Dirt/Chalk | 475.00 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |
| SUNBURST GARDENS | 08/03/2023 | Project Street Maintenance Monthly | 10,000.00 | 11/20/2024 | 12/20/2024 | 12/17/2024 | <input type="checkbox"/> |

ACTIVE WORKSPACE

Ready For Posting

WORKSPACES

- All Invoices
- Created by Me
- Modified by Me
- Modified in Last Week
- Marked
- Awaiting Approval
- Flagged as Asset
- Pcard Purchases
- Ready For Payment
- Ready For Posting
- Remittances Ready For Payment
- Utilities This Year
- Unsaved Workspace
- + Add Workspace...

FILTERS (AND)

+ ADD FILTER...

Fully Approved

Remove 1 Filter

NEW

Workspaces

Invoices - Ready For Posting

CREATE | SEARCH | NOTIFICATIONS | PRINT | BLOCK START | QUICK BLOCK | MARK | QUICK MARK | COUNT

SORTED BY: VENDOR NAME (ASC)

| VENDOR NAME | INVOICE # | DESCRIPTION | AMOUNT | POST DATE | EXPECTED CHECK RUN DATE |
|---------------------------------|------------|------------------------------------|------------|------------|-------------------------|
| AFLAC | REMIT | Voluntary Life Ins | 1,952.75 | 11/20/2024 | 12/20/2024 |
| AFSCME | REMIT | Remittance Check | 350.00 | 11/20/2024 | 12/20/2024 |
| APERS | REMIT | Remittance Check | 13,988.01 | 11/20/2024 | 12/20/2024 |
| APERS | REMIT | Remittance Check | 31,644.31 | 11/20/2024 | 12/20/2024 |
| AT&T CORPORATION | 43666 | Phone & Internet | 250.00 | 11/20/2024 | 12/20/2024 |
| BLUE CROSS | REMIT | Remittance Check | 92,182.20 | 11/20/2024 | 12/20/2024 |
| DELTA DENTAL | REMIT | Remittance Check | 25,672.50 | 11/20/2024 | 12/20/2024 |
| EYEMED | REMIT | Remittance Check | 28,000.00 | 11/20/2024 | 12/20/2024 |
| FEDERAL TAXES | REMIT | Remittance Check | 317,264.03 | 11/20/2024 | 12/20/2024 |
| NEW HAMPSHIRE RETIREMENT SYSTEM | REMIT | Remittance Check | 97,269.42 | 11/20/2024 | 12/20/2024 |
| PERF | REMIT | Remittance Check | 56,089.19 | 11/20/2024 | 12/20/2024 |
| PRO COMM INC | PRO981134 | Letterhead paper | 50.00 | 11/20/2024 | 12/20/2024 |
| SUNBURST GARDENS | SUN92884 | Baseball Diamond Dirt/Chalk | 475.00 | 11/20/2024 | 12/20/2024 |
| SUNBURST GARDENS | 08/03/2023 | Project Street Maintenance Monthly | 10,000.00 | 11/20/2024 | 12/20/2024 |

WORKSPACE

ACTIVE WORKSPACE

Ready For Posting

WORKSPACES

- All Invoices
- Created by Me
- Modified by Me
- Modified in Last Week
- Marked
- Awaiting Approval
- Flagged as Asset
- Pcard Purchases
- Ready For Payment
- Ready For Posting
- Remittances Ready For Payment
- Utilities This Year
- Unsaved Workspace

+ Add Workspace...

FILTERS (AND)

+ ADD FILTER...

Fully Approved

Remove 1 Filter

WORKSPACE

ACTIVE WORKSPACE

Ready For Posting

WORKSPACES

- All Invoices
- Created by Me
- Modified by Me
- Modified in Last Week
- Marked
- Awaiting Approval
- Flagged as Asset
- Pcard Purchases
- Ready For Payment
- Ready For Posting
- Remittances Ready For Payment
- Utilities This Year
- Unsaved Workspace

+ Add Workspace...

FILTERS (AND)

ADD FILTER...

Fully Approved

Remove 1 Filter

NEW

Workspaces

Add Filter

Filter Field: Due Date

Filter Operator: Equals

Filter Value:

ADD CANCEL

- Value
- Field
- Relative Date**
 - Day
 - Week
 - Month**
 - Last Month
 - This Month
 - Next Month
 - Year
 - Relative Date Help
- Month to Date
- Last # months...
- Next # months...
- # months ago...
- # months from now...

| | | |
|-----|------------|--------------------------|
| 024 | 12/17/2024 | <input type="checkbox"/> |
| 024 | 12/17/2024 | <input type="checkbox"/> |
| 024 | 12/17/2024 | <input type="checkbox"/> |
| 024 | 12/17/2024 | <input type="checkbox"/> |
| 024 | 12/17/2024 | <input type="checkbox"/> |
| 024 | 12/17/2024 | <input type="checkbox"/> |

NEW

Email Receipts

Email Receipt

Email Address: knixon@bsasoftware.com

Email Print Option: **Email Only**

DETAILS NOTES



308 WEST STATE STREET
SYCAMORE, IL 60178

Received of:
Keegan Nixon

14965 ABBEY LN
BATH MI 48808

| Receipt | |
|------------|-------------|
| Date | Receipt No. |
| 01/08/2026 | 0000106728 |
| Cashier | |
| Kn | |

Description:
Copies for Work


| Item | Description | Amount |
|------|-------------|---------|
| COPY | 25 @ 0.5 | \$12.50 |

| | |
|------------------|----------------|
| SUBTOTAL: | \$12.50 |
|------------------|----------------|

| Payment Method | Check No. | Amount |
|----------------|-----------|---------|
| CASH | | \$12.50 |

NEW


Quick Tax Disbursements Integrated with AP

 **PROCESS**
Disburse Payments

▶ **STEP 1: SELECT POPULATION**

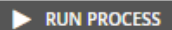
▼ **STEP 2: PREVIEW DISBURSEMENT**

| VENDOR | AMOUNT |
|---------------------------------|------------|
| CITY OF CLARE | 4,363.31 ▲ |
| CLARE COUNTY TREASURER | 730.81 |
| CLARE PUBLIC SCHOOLS | 198.10 |
| PERE MARQUETTE DISTRICT LIBRARY | 140.81 |
| STATE OF MI | 845.29 |
| Taxes/Specials | 6,228.25 |
| Interest | 224.10 |
| Penalty | 66.85 |
| Admin | 50.07 |
| Total to Disburse | 6,569.27 |
| Over Payments | 0.00 |
| Over/Under | 0.00 |
| Total Payments | 6,569.27 |

 Interest/Penalty will be spread according to your current settings.

▶ **STEP 3: SELECT OPTIONS**

▼ **STEP 4: CREATE DISBURSEMENT**

 **RUN PROCESS**

Quick Tax Disbursement: Case Study

Quickbooks + .NET



8 hours

every two weeks
(208 hours a year)

.NET



20 min.

every two weeks
(<9 hours a year)

SaaS



3-5 min.

every two weeks
(2 hours a year)

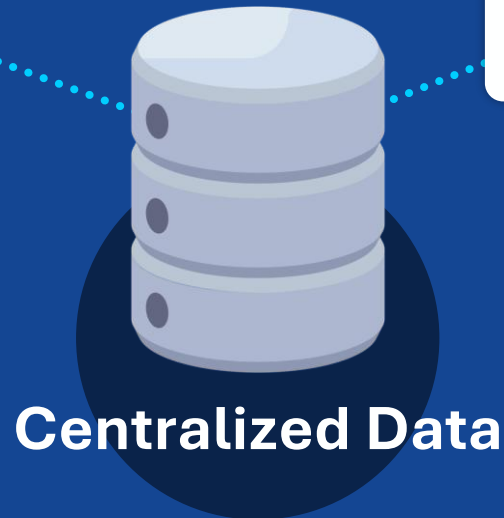
Centralized Person Record

BD Module

CARRIER FAMILY PROPERTIES
RYHAN CARRIER
5605 LAKECRESS DR. SOUTH
SAGINAW, MI 48603

UB Module

CARRIER FAMILY PROPERTIES
RYHAN CARRIER
5605 LAKECRESS DR. SOUTH
SAGINAW, MI 48603



Ensuring Your Success

Collaboration

Our team and your team work together at each stage of the process – no silos.

Ownership

We put **90%** of the migration workload on our shoulders.

Training and Support

On-site and virtual training sessions, before and after implementation.

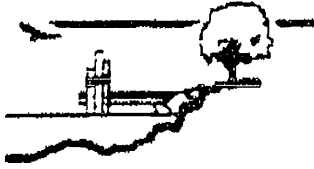


Share of Migration
Responsibility

Q&A



Joel Champ
Account Manager
BS&A Software
joel.champ@bsasoftware.com
Cell: 331.251.9840



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Joseph Gacioch, Interim City Manager

MEETING: July 14th Study Session

SUBJECT: CLEMIS Agreement

Introduction:

CLEMIS has historically operated as a service of Oakland County and has provided mission-critical public safety technology and information sharing services to law enforcement agencies throughout Southeast Michigan for several decades. In 2025, participating agencies and Oakland County established the Courts and Law Enforcement Management Information System (CLEMIS) Authority as a separate regional public authority to own, govern, and operate the CLEMIS system going forward.

The attached Participation Agreement is required for participating agencies, including the City of Keego Harbor, to continue participation in the regional CLEMIS system under the new governance structure. No action is requested at this Study Session. The purpose of this discussion is to provide Council with background regarding the transition, review the proposed agreement, and answer any questions prior to future consideration.

Background:

The CLEMIS system was originally established in approximately 1968 to address the need for timely electronic sharing of law enforcement and criminal justice information among public safety agencies. Over time, the system has expanded into a regional public safety information network serving approximately 250 governmental entities throughout Michigan.

The Participation Agreement does not substantially change the services currently utilized by the Keego Harbor Police Department. Rather, it establishes the City's continued participation within the new Authority structure and authorizes continued access to regional public safety information services.

Key provisions include:

- Continued participation in the regional CLEMIS information-sharing system.
- Access to law enforcement and public safety data services.
- Technical support, training, and related professional services.
- Representation through the Authority governance structure.
- Continued compliance with CJIS security requirements and public safety information standards.
- Annual fee schedules established by the Authority and subject to future review and modification.

The agreement does not establish a new fee structure within the participation document itself. Service fees remain subject to separate fee schedules and service agreements administered by the Authority.

Sincerely,
Joseph Gacioch, Interim City Manager
City of Keego Harbor

A handwritten signature in black ink, appearing to read "J. Gacioch", written in a cursive style.

PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemisauthority.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

| PARTICIPANT | |
|-------------------------------|---------------------------------|
| Full Legal Name: | City of Keego Harbor |
| Notice Address: | |
| Primary Contact Name: | Tammy Neeb |
| Primary Contact Email: | manager@keegoharbor.org |

| ATTACHMENTS <i>(attach)</i> | |
|---|--|
| The following attachments are included with this agreement. | |
| Authorizing Resolution or Legal Authorization | An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached. |
| CLEMIS Main Services Agreement | A copy of the CLEMIS MSA is attached. |
| CLEMIS Interlocal Agreement | A copy of the CLEMIS Interlocal Agreement is attached. |

| SIGNATURES | |
|--|--|
| Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). | |
| <p>Participant:</p> <p>[PUBLIC AGENCY NAME] City of Keego Harbor</p> <p>By: _____</p> <p>Name: Tammy Neeb</p> <p>Title: City Manager</p> <p>Date: _____</p> | <p>Authority:</p> <p>COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Executive Director</p> <p>Date: _____</p> |

MAIN SERVICES AGREEMENT

This Main Services Agreement (“**MSA**”) contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this “**Agreement**”). Capitalized terms are defined in context or in Section 1.

1 Definitions

- (a) For purposes of this Agreement, the following definitions apply:
- (1) “**Acceptable Use Policy**” means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.
 - (2) “**Agreement**” is defined in the preamble.
 - (3) “**Authority**” means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.
 - (4) “**Business Day**” means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.
 - (5) “**Confidential Information**” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as “confidential” or “proprietary”; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority’s Confidential Information includes technical or performance information about the Service, and the Public Agency’s Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 (“**FOIA**”).
 - (6) “**Documentation**” means the Authority’s usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.
 - (7) “**DPA**” is defined in Section 4(c).
 - (8) “**Effective Date**” means the effective date of the first Order Form executed by the Public Agency.
 - (9) “**Interlocal Agreement**” means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

- (10) **“Law”** means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.
- (11) **“Order Form”** means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.
- (12) **“Personal Data”** means Public Agency Data relating to an identified or identifiable natural individual.
- (13) **“Points of Contact”** means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.
- (14) **“Professional Services”** means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.
- (15) **“Public Agency”** means the legal entity that executes an Order Form.
- (16) **“Public Agency Data”** means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. “Public Agency Data” includes, but is not limited to, public safety data.
- (17) **“Public Agency Materials”** means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.
- (18) **“Security Measures”** means that term as defined in the Security Measures made available through the Authority website.
- (19) **“Service”** means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.
- (20) **“Statement of Work”** means a statement of work for Professional Services that is executed by the parties.
- (21) **“Support”** means support for the Service as described in Section 5.
- (22) **“Support Policy”** means the support policy made available through the Authority website.
- (23) **“Suspension Event”** is defined in Section 12.
- (24) **“Taxes”** is defined in Section 11(g).
- (25) **“Technology Partner”** means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency’s behalf.
- (26) **“Term”** means the term for the Public Agency’s use of the Service as identified in an Order Form.

- (27) **“Trials and Betas”** mean access to the Service (or Service features) on a free, trial, beta, or early access basis.
 - (28) **“Usage Data”** means the Authority’s technical logs, data, and learnings about a Public Agency’s use of the Service, excluding Public Agency Data.
 - (29) **“User”** means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.
 - (30) **“Virus”** means viruses, malicious code, malware, or similar harmful materials.
- (b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

- (a) **Data Sharing.** As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.
- (b) **Data Access.** Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency’s access rights include the right to permit Users within the Public Agency’s organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.
- (c) **Technology Partners.** As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency’s use of a Technology Partner product is governed by the Public Agency’s agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users’ actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

- (a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

(e.g., an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

- (b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.
- (c) The parties shall adhere to any Data Processing Addendum (“**DPA**”) identified on an Order Form.
- (d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.
- (e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.
- (f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.
- (g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.
- (h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.
- (i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the “**EAPRA**”), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a “reasonable fee” as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

5 **Support**

- (a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

- (a) Each party states the following:
 - (1) that it has the legal power and authority to enter into this Agreement;
 - (2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and
 - (3) that it is not listed on any United States government list of prohibited or restricted parties.
- (b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.
- (c) The Authority states the following:
 - (1) THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE AUTHORITY 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, TITLE, AND NON-INFRINGEMENT.
 - (2) The Authority makes no warranty that: (i) the Service will meet the Public Agency’s requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.
 - (3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency’s discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

- (a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.
- (b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:
 - (1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;
 - (2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

- (3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;
- (4) copy, modify, create derivative works of, or remove proprietary notices from the Service;
- (5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;
- (6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 **Fees; Payment**

- (a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.
- (b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.
- (c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.
- (d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.
- (e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.
- (f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 **Suspension**

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

Event is resolved, the Authority shall promptly restore the Public Agency’s access to the Service in accordance with this Agreement. For purposes of this Section 12, “**Suspension Event**” means: (a) Except during fee disputes as described in Section 11(f), the Public Agency’s account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency’s use of the Service risks material harm to the Service or others.

13 Term; Termination

- (a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.
- (b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- (c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:
 - (1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or
 - (2) ceases operation without a successor.
- (d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.
- (e) The Public Agency’s right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.
- (f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.
- (g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 U.S. Government Public Agencies

To the extent applicable, the Service is “commercial computer software” or a “commercial item” for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 Trials and Betas

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed \$1,000.

16 Subcontractors

- (a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.
- (b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.
- (c) Technology Partners are not subcontractors under this Agreement.

17 Intellectual Property

- (a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.
- (b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.
- (c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.
- (d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 Confidentiality

- (a) A party receiving Confidential Information shall:
 - (1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;
 - (2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

- (3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.
- (b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.
- (c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.
- (d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.
- (e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 Liability Limitations

- (a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.
- (b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 Mutual Compliance with Laws

- (a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.
- (b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("**CJISSECPOL**") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

(the “FBI”) during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

- (c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties’ personnel operating these solutions. These controls include:
 - (1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties’ personnel;
 - (2) AT-3 (Awareness and Training), mandating that the parties’ personnel complete annual CJIS Security Awareness Training; and
 - (3) SA-9 (External System Services), mandating that the parties’ personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

- (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party’s inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).
- (b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.
- (c) For purposes of this Section 21, the following definitions apply:
 - (1) “**Catastrophic Event**” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
 - (2) “**Reasonable Efforts**” means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 **Governmental Function; Immunity**

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 **Nonparties**

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 **Authority Name Changes**

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 **Modification; Waiver**

- (a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.
- (b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.
- (c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- (d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.
- (e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

27 Notice

- (a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.
- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 Points of Contact

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency’s primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 Severability

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

- (a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

- (c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

- (a) If this Agreement is an Electronically Signed Document, all of the following apply:
 - (1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.
- (c) For purposes of this Section 30, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

4916-4051-6262.1

In Process



INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the “**County**”), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**Bloomfield Township**”), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**White Lake Township**”), and each other “**Public Agency**” (as defined in section 1.1(a)(35)) that becomes a “**Participant**” (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the “**CLEMIS System**”) (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County’s Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Defined Terms**

- (a) For purposes of this agreement, the following definitions apply:
- (1) **“Act 7”** means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.
 - (2) **“Assumed Liabilities”** means that phrase as defined in section 6.2(a)(8).
 - (3) **“Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
 - (4) **“Authority Board”** means that phrase as defined in section 4.1.
 - (5) **“Authorizing Resolution”** means that phrase as defined in section 9.1(b).
 - (6) **“Bloomfield Township”** means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.
 - (7) **“Budget Act”** means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
 - (8) **“Business Day”** means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.
 - (9) **“Cash and Cash Equivalents”** means that phrase as defined in section 6.2(c)(1).
 - (10) **“C.J.I.S. Act”** means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.
 - (11) **“CLEMIS Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
 - (12) **“CLEMIS Main Services Agreement”** or **“CLEMIS MSA”** means the services agreement provided for in section 3.5.
 - (13) **“CLEMIS System”** means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as “CLEMIS” by the County’s Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.
 - (14) **“Contracts”** means that term as defined in section 6.2(c)(2).
 - (15) **“Copyrights”** means that term as defined in section 6.2(c)(5)(C).

- (16) **“County”** means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.
- (17) **“County I.T. Services Agreement”** means that phrase as defined in section 6.7(a).
- (18) **“Criminal Justice Agency”** means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.
- (19) **“Effective Date”** means the effective date of this agreement as provided under section 10.1.
- (20) **“Executive Committee”** means the executive committee of the Authority Board created under section 4.5.
- (21) **“Executive Director”** means the executive director of the Authority provided for under section 4.12.
- (22) **“Initial Participants”** includes the County, Bloomfield Township, and White Lake Township.
- (23) **“Intellectual Property”** means that phrase as defined in section 6.2(c)(3).
- (24) **“Intellectual Property Agreements”** means that phrase as defined in section 6.2(c)(4).
- (25) **“Intellectual Property Assets”** means that phrase as defined in section 6.2(c)(5).
- (26) **“Nonparty Claim”** means that phrase as defined in section 11.2(f)(1).
- (27) **“OMA”** means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.
- (28) **“Operations”** means that term as defined in section 6.2(a)(7).
- (29) **“Participant”** means a party to this agreement other than the Initial Participants.
- (30) **“Participation Agreement”** means an agreement with a Participant in the form provided at exhibit A.
- (31) **“Participation Form”** means that phrase as defined in section 9.1(a).
- (32) **“Patents”** means that term as defined in section 6.2(c)(5)(A).
- (33) **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

- (34) **“Proceeding”** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (35) **“Public Agency”** means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.
- (36) **“Representative”** means that term as defined in section 11.2(f)(2).
- (37) **“Tangible Personal Property”** means that phrase as defined in section 6.2(a)(6).
- (38) **“Trademarks”** means that term as defined in section 6.2(c)(5)(B).
- (39) **“Trade Secrets”** means that phrase as defined in section 6.2(c)(5)(G).
- (40) **“Transfer Agreement”** means that phrase as defined in section 6.2(a).
- (41) **“Transfer Date”** means that phrase as defined in section 6.2(a).
- (42) **“Transferred Assets”** means that phrase as defined in section 6.2(a)(7).
- (43) **“White Lake Township”** means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

ARTICLE 2
PURPOSE

2.1 Purpose of Agreement

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 Method for Exercise of Power

The Authority will exercise power under this agreement as provided in this agreement.

2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3 CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name "CLEMIS Authority".

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

3.4 **Tax-Exempt Status**

- (a) The Authority must not be operated for profit.
- (b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.
- (c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.
- (d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:
 - (1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;
 - (2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;
 - (3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

- (4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and
- (5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement (“**CLEMIS MSA**”) between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

- (a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.
- (b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.
- (c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

ARTICLE 4
GOVERNANCE

4.1 **Authority Board**

- (a) A board is created for the Authority (the “**Authority Board**”) as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:
 - (1) one member appointed by the governing body of the County;
 - (2) one member appointed by the governing body of Bloomfield Township;
 - (3) one member appointed by the governing body of White Lake Township;
 - (4) one member appointed by the governing body of each Participant;
 - (5) one member appointed by the county executive of the County (the “**County Executive**”) who is an employee or officer of the County;
 - (6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and
 - (7) 15 other members appointed by the County Executive.
- (b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

- (1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;
 - (2) a member may be removed from the Authority Board at the will of the appointing authority for the member;
 - (3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and
 - (4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.
- (d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "OMA"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

- (a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

- (b) The Executive Committee consists of the following nine members of the Authority Board:
 - (1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and
 - (2) eight members appointed by the County Executive, including all of the following:
 - (A) two members of the Authority Board representing cities, townships, or villages;
 - (B) one member of the Authority Board representing counties; and
 - (C) five members of the Authority Board representing other Public Agencies.
- (c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:
 - (1) two members appointed for a term of four years;
 - (2) two members appointed for a term of three years;
 - (3) two members appointed for a term of two years; and
 - (4) two members appointed for a term of one year.
- (d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.
- (e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.
- (g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 **Executive Committee Powers**

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 Executive Committee Meetings

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 Executive Committee Quorum and Voting

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 Bylaws

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 Committees

- (a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.
- (b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

4.11 Advisory Groups

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 Executive Director

The Executive Committee shall appoint the chief executive officer of the Authority (the “**Executive Director**”). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director’s employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 Fiduciary Duty

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 Compensation

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 Ethics and Conflicts of Interest

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 Fees and Charges

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

**ARTICLE 5
POWERS OF AUTHORITY**

5.1 General Powers

(a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

- (b) Among other things, the Authority may do all of the following:
 - (1) make or enter into contracts;
 - (2) employ agencies or employees;
 - (3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;
 - (4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;
 - (5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;
 - (6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;
 - (7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
 - (8) form other entities necessary to further the purposes of this agreement; and
 - (9) sue and be sued in the name of the Authority.
- (c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.
- (d) The Authority may not levy a tax.

5.2 Additional Powers

- (a) The Authority also may do all of the following:
 - (1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;
 - (2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
 - (3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;
 - (4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;
 - (5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;
 - (6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

- (7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
 - (8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;
 - (9) engage auditors to perform independent audits of the financial statements of the Authority;
 - (10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
 - (11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
 - (12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and
 - (13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.
- (b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.
- (c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.
- (d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

- (a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebted a party except as expressly authorized by that party.
- (b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7.

- (c) Bonds or notes issued by the Authority are the debt of the Authority and not of the parties.
- (d) Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, MCL 124.507(7), bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes.
- (e) Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.2821.

5.4 Criminal Justice Agency

- (a) The Authority may exercise the powers, privileges, and authorities of a Criminal Justice Agency. The Authority is hereby designated to perform criminal justice functions and authorized to perform the administration of criminal justice.
- (b) The Authority shall comply with applicable state and federal laws relating to criminal justice information, including the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215 (the “**C.J.I.S. Act**”), and applicable provisions of the state administrative rules promulgated pursuant to the C.J.I.S. Act.
- (c) To the extent permitted by applicable law, the Authority may obtain an originating agency identifier (ORI) assignment from the Criminal Justice Information Services Division of the Federal Bureau of Investigation.

5.5 Limitation on Political Activity

The Authority shall not spend any public funds on political activities. This section 5.5 is not intended to prohibit the Authority from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.6 Name of Authority and System

The Executive Committee may change the name of the Authority and the name used for the CLEMIS System. The Executive Committee shall notify each party to this agreement of a name change under this section 5.6. A name change under this section 5.6 is effective upon a date provided by the Executive Committee after notice required by this section is provided.

**ARTICLE 6
CONTRIBUTIONS BY COUNTY**

6.1 Startup Advance

Not less than 10 Business Days after the Effective Date, the County shall transfer to the Authority \$250,000.00 for the initial startup costs of the Authority.

6.2 Transfer of CLEMIS System Assets to Authority

- (a) Subject to section 6.2(b), effective February 1, 2026 (the “**Transfer Date**”), the County shall transfer to the Authority all of the following both owned by the County and relating to the CLEMIS System, as provided in a transfer agreement between the County and the Authority entered into before the Transfer Date (the “**Transfer Agreement**”):
- (1) Cash and Cash Equivalents, including money relating to the CLEMIS System in County internal fund numbers FND53500 (CLEMIS) and FND53100 (Fire Records Management);
 - (2) accounts or notes receivable owned by the County, and any security, claim, remedy, or other right related to each such account or note receivable;
 - (3) inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (including consumables);
 - (4) Contracts;
 - (5) Intellectual Property Assets;
 - (6) furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the “**Tangible Personal Property**”);
 - (7) any permits or licenses issued by a governmental authority held by the County and required for the conduct of the operations of the CLEMIS System (the “**Operations**”) or for the ownership and use of the assets transferred under the Transfer Agreement (“**Transferred Assets**”);
 - (8) any rights to any actions of any nature available to or being pursued by the County to the extent related to the Operations, the Transferred Assets, or liabilities assumed by the Authority under the Transfer Agreement (the “**Assumed Liabilities**”), whether arising by way of counterclaim or otherwise;
 - (9) any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and fees;
 - (10) any of the County’s rights under warranties, indemnities, and all similar rights against other Persons to the extent related to any assets transferred under the Transfer Agreement;
 - (11) any insurance benefits, including rights and proceeds, arising from or relating to the Operations, the Transferred Assets, or the Assumed Liabilities;
 - (12) copies of any records, including books of account, ledgers, and general, financial, and accounting records, CLEMIS System user lists, user purchase

histories, user agreements, supplier lists, quality control records and procedures, user complaints and inquiry files, research and development files, records and data, strategic plans, internal financial statements, marketing and promotional surveys, material and research, and files relating to the Intellectual Property Assets and the Intellectual Property Agreements; and

- (13) the goodwill and the going concern value of the Operations.
- (b) The Transfer Agreement may designate assets retained by the County and not transferred to the Authority.
- (c) For purposes of this section 6.2, the following definitions apply:
 - (1) **“Cash and Cash Equivalents”** means any cash and cash equivalents (including commercial paper, certificates of deposit, and other bank deposits, treasury bills, short-term investments, and all other marketable securities), investment accounts, and other similar cash items, less uncleared checks, wires, automated clearinghouse (ACH) settlements, and drafts.
 - (2) **“Contracts”** means any contracts, licenses, instruments, notes, commitments, undertakings, joint ventures, donation agreements, and any other agreements, commitments, and legally binding arrangements, whether written or oral, including any legally binding amendments to the preceding.
 - (3) **“Intellectual Property”** means Intellectual Property both owned by the County and used or held for use in the conduct of the operations of the CLEMIS System as currently conducted or proposed to be conducted, and all (A) royalties, fees, income, payments, and other proceeds now or later due or payable to the County relating to the Intellectual Property, and (B) claims and causes of action relating to the Intellectual Property, whether accruing before, on, or after the Transfer Date, including any rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of applicable law.
 - (4) **“Intellectual Property Agreements”** means any license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, permission, or other agreement, written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Operations as currently conducted or proposed to be conducted to which the County is a party, beneficiary, or otherwise bound.
 - (5) **“Intellectual Property Assets”** means any rights in, arising out of, or associated with any of the following in any jurisdiction:

- (A) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the preceding and other government issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”);
- (B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, and the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”);
- (C) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the preceding (“**Copyrights**”);
- (D) internet domain names (including “clemis.org”) and social media accounts or user names (including handles), whether or not Trademarks, any associated web addresses, URLs, websites and web pages, social media sites, and pages, and any content and data on or relating to the websites and web pages, social media sites, and pages, whether or not Copyrights;
- (E) mask works, and any registrations, applications for registration, and renewals of the registrations or applications for registration;
- (F) industrial designs, and all Patents, registrations, applications for registration, and renewals;
- (G) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, Technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and any related rights (“**Trade Secrets**”);
- (H) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other related documentation;
- (I) rights of publicity; and
- (J) any other intellectual or industrial property and proprietary rights.

6.3 **Other Assets**

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County shall transfer \$9,750,000.00 to the Authority.

6.4 Liabilities and Contingencies

On the Transfer Date, the County shall transfer to the Authority and the Authority shall assume the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

6.5 County Property and Facilities

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease agreement. The Authority may enter into agreements with the County for the use of County property and facilities effective after September 30, 2027.

6.6 County Telecommunications and Network Equipment and Services

Beginning on the Transfer Date and continuing through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services as provided in the Transfer Agreement. The Authority may enter into agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

6.7 County I.T. Services Agreements

- (a) By October 3, 2025, the County shall notify each Public Agency that is a party to an agreement for information technology services with the County providing the Public Agency with access to the CLEMIS System (each a “**County I.T. Services Agreement**”) of the cancellation of the County I.T. Services Agreement by the County effective February 1, 2026.
- (b) When providing notice to a Public Agency under section 6.7(a), the County shall provide the Public Agency with information provided by the Authority regarding the transfers provided under this agreement and instructions on how the Public Agency may enter into an agreement with the CLEMIS Authority for continued access to the CLEMIS System after January 31, 2026.
- (c) If the County enters into a County I.T. Services Agreement after the Effective Date, the County I.T. Services Agreement must provide for the termination of the County I.T. Services Agreement effective February 1, 2026.
- (d) The County and the Authority may enter into agreements and execute other documents necessary to effectuate this section 6.7.

6.8 Other Revenue

After January 31, 2026, the County shall transfer to the Authority money paid to the County and attributable to the CLEMIS System. A transfer under this section 6.8 must be paid to the Authority within 15 Business Days after the end of the month in which money is paid to the County.

6.9 **Nonparty Consents**

To the extent that the County's rights under any agreement or permit that is a Transferred Asset under the Transfer Agreement, or any other Transferred Asset under the Transfer Agreement, may not be assigned to the Authority without the consent of another Person, and the consent has not been obtained as of the Transfer Date, it is the intent of the parties that this Agreement not be construed to assign the Transferred Asset to the Authority if the attempted assignment would constitute a breach of the agreement or permit or be unlawful, and the County shall use reasonable efforts to obtain any required consent as promptly as possible. If any consent is not obtained or if any attempted assignment would be ineffective or would impair the Authority's rights under the Transferred Asset in question, so that the Authority would not effectively acquire the benefit of the rights relating to the Transferred Asset, the County, to the extent permitted by applicable law and the Transferred Asset, shall act after the Transfer Date as the Authority's agent to obtain for the Authority the benefits under the Transferred Asset and shall cooperate to the extent permitted by applicable law and the Transferred Asset in any other reasonable arrangement designed to provide the benefits to the Authority.

ARTICLE 7 EMPLOYEES

7.1 **Employer of Personnel**

- (a) The Authority must function as the employer of any employees of the Authority and has the responsibility, authority, and right to manage and direct the employees of the Authority.
- (b) No employment relationship exists between the Authority and an employee of an Initial Participant or a Participant.

7.2 **Transfer of County Employees**

- (a) On the Transfer Date, the County shall transfer to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Upon transfer to the Authority, the employees transferred under this section 7.2(a) will each be an employee of the Authority and not employees of the County.
- (b) On the Transfer Date, the County shall detail (as provided in this section 7.2(b)) to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Employees of the County detailed to the Authority under this section 7.2(b) are not employees of the Authority and remain employees of the County. Employees described in this section 7.2(b) will continue within the County's merit system (as applicable to any County merit system employee), and the County's compensation and benefit system, including wages, retirement benefits, seniority, medical leave, vacation, healthcare, and other benefits, with those costs paid by the Authority while the employee is detailed to the Authority. Employees detailed under this section 7.2(b) are subject to direction and

supervision in the performance of tasks by the Authority, but the County will function as the employer of the employees detailed under this section 7.2(b) and will otherwise have the responsibility, authority, and right to manage and direct the employees. The Authority and the County may enter into agreements relating to the detail of employees under this section 7.2(b).

**ARTICLE 8
RECORDS AND FINANCES**

8.1 Authority Records

- (a) The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority.
- (b) The records of the Authority must include a copy of this agreement, each Participation Agreement, any amendments to this agreement, and any amended and restated agreement.
- (c) The Authority shall make the records of the Authority available to the parties.
- (d) The records and documents of the Authority must be maintained until termination of this agreement. Upon termination of this agreement, the records and documents of the Authority must be transmitted to the County.

8.2 Freedom of Information Act

The Authority shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

8.3 Uniform Budgeting and Accounting Act

- (a) The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
- (b) Unless otherwise designated by the Executive Committee, the Executive Director shall serve as the chief administrative officer of the Authority for purposes of the Budget Act.
- (c) The Executive Committee shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each fiscal year of the Authority.

8.4 Financial Statements and Reports

- (a) The Authority shall prepare, or cause to be prepared, at the Authority's expense, audited financial statements (balance sheet, statement of revenue and expenses, statement of cash flows, and changes in fund balance) on an annual basis.
- (b) The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

- (c) A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Authority shall make a copy available to the Authority Board, the Executive Committee, and each of the parties.

8.5 **Deposits and Investments**

The Authority shall deposit and invest money of the Authority not otherwise employed in carrying out the purposes of the Authority in accordance with an investment policy adopted by the Executive Committee that is consistent with applicable law.

8.6 **Disbursements**

Disbursements of money of the Authority must be in accordance with the budget for the Authority adopted by the Executive Committee, consistent with any guidelines or disbursement policies established by the Executive Committee, and in accordance with applicable law.

8.7 **Audits**

- (a) The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Authority and audits of its financial statements and making recommendations to the Authority Board on approval of the annual audit.
- (b) If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee.
- (c) The Executive Committee may require at least one member of an audit committee to be specifically knowledgeable about financial reports.

ARTICLE 9 ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

- (a) After the Effective Date, a Public Agency may become a Participant by submitting to the Authority a participation agreement signed by the Public Agency in the form included at exhibit A (a "**Participation Form**") in a manner consistent with this section 9.1 and any procedures adopted by the Executive Committee.
- (b) A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided at exhibit B (the "**Authorizing Resolution**").
- (c) A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.
- (d) The Executive Director may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form and the CLEMIS

MSA submitted by the Public Agency and transmit a signed copy of the Participation Form and the CLEMIS MSA to the Public Agency.

- (e) A Public Agency approved under section 9.1(d) shall do both of the following:
 - (1) File a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the county clerk of each county in which the Public Agency is located; and
 - (2) Notify the Authority of the Public Agency's compliance with section 9.1(e)(1).
- (f) After notification under section 9.1(e)(2), the Authority shall file a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the clerk of the County.
- (g) If the Executive Director does not approve a request from a Public Agency under this section 9.1, the Public Agency is not a Participant.

9.2 Admission Date

The effective date of admission of a Participant is the day on which sections 9.1(e) and 9.1(f) are complied with for the Participant.

9.3 Admission not an Amendment

The admission of an additional Participant is not otherwise an amendment to this agreement.

**ARTICLE 10
TERM, DURATION, WITHDRAWAL, AND TERMINATION**

10.1 Effective Date

- (a) This agreement is effective beginning on the day (the "**Effective Date**") that all of the following are satisfied:
 - (1) this agreement is approved by the township board of Bloomfield Township;
 - (2) this agreement is approved by the township board of White Lake Township;
 - (3) this agreement is approved by the board of commissioners of the County;
 - (4) this agreement is signed by the supervisor of Bloomfield Township;
 - (5) this agreement is signed by the supervisor of White Lake Township;
 - (6) this agreement is signed by the County Executive;
 - (7) a copy of this agreement is filed with the clerk of the County; and
 - (8) a copy of this agreement is filed with the Secretary of State.

10.2 Term

- (a) This agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the “**Initial Term**”).
- (b) After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties.
- (c) The term of this agreement also ends upon one or more of the following:
 - (1) withdrawal by all parties under sections 10.3 and 10.4;
 - (2) withdrawal by the County under section 10.3;
 - (3) withdrawal by all Initial Participants and Participants under section 10.4; or
 - (4) the Transfer Agreement is not approved and effective before February 1, 2026.

10.3 Withdrawal by County

The County may withdraw as a party to this agreement upon 18 months’ notice of its withdrawal to the Authority. The Authority by the vote of at least three-fourths of the serving members of the Executive Committee may waive the notice period under this section 10.3.

10.4 Withdrawal by Others

Initial Participants and Participants other than the County may withdraw from this agreement upon six months’ notice to the Authority. The withdrawal of an Initial Participant or Participant other than the County will not terminate or otherwise affect this agreement as to the remaining parties if the County and at least one additional Initial Participant or Participant remains a party to this agreement.

10.5 Termination or Expiration of CLEMIS MSA

After January 31, 2026, if an Initial Participant or a Participant terminates the CLEMIS MSA between the Initial Participant or Participant and the Authority or the CLEMIS MSA between the Initial Participant or Participant and the Authority expires, the Initial Participant or the Participant’s status as a party to this agreement expires upon the termination or expiration of the CLEMIS MSA.

10.6 Disposition upon Termination

- (a) As soon as possible after termination of this agreement, the Authority shall wind up its affairs as follows:
 - (1) all of the Authority’s debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets must be paid first; and
 - (2) title to all property and assets owned by the Authority must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to the County.

ARTICLE 11
ADDITIONAL PROVISIONS

11.1 **Legal Compliance**

Each party shall comply with the laws and regulations applicable to its activities under this agreement.

11.2 **Relationship and Responsibilities of Parties**

- (a) No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties are only bound and obligated under this agreement as expressly agreed by each party under this agreement and no party may otherwise obligate any other party because of this agreement.
- (b) Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this agreement.
- (c) Except as otherwise provided in this agreement, for any dispute arising out of this agreement, each party shall seek its own legal representation and bear the costs of that representation.
- (d) The parties hereby acknowledge that no party is legally authorized to indemnify any other party or the Authority. The parties hereby acknowledge that the Authority is not legally authorized to indemnify any party.
- (e) A party will not be liable to another party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this agreement regardless of whether the party was informed of the possibility of those damages.
- (f) For purposes of this section 11.2, the following definitions apply:
 - (1) **“Nonparty Claim”** means any Proceeding brought by someone other than a party against one or more parties that arises out of this agreement.
 - (2) **“Representative”** means, with respect to a party, any of that party’s officers, employees, agents, consultants, advisors, or other representatives.

11.3 **Nonparties**

Except as expressly provided in this agreement, this agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party’s rights in this agreement, or any other right.

11.4 **Governmental Function**

The parties acknowledge that the performance of this agreement is the governmental function of providing criminal justice and public safety services to serve and to provide aid for persons and property.

- (2) each Participant states that the intention of the individual signing on behalf of the Participant on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this agreement or a Participation Agreement for a Participant. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this agreement or a Participation Agreement for a Participant.
- (c) For purposes of this section 11.10, the following definitions apply:
- (1) **“Electronic Signature”** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **“Electronically Signed Document”** means any document received by a party in connection with this agreement or a Participation Agreement for a Participant, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

11.11 Counterparts

If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

11.12 Governing Law

Michigan law governs any adversarial Proceeding arising out of this agreement.

11.13 Jurisdiction and Venue

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial Proceeding to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring the Proceeding in the Southern Division of the

United States District Court for the Eastern District of Michigan, the 6th Circuit Court of the State of Michigan, or the 50th District Court of the State of Michigan.

11.14 Scope of Agreement; Entire Agreement

This agreement (including for each Participant the Participation Agreement for that Participant) is the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether oral or written, between the parties.

11.15 Date of Agreement

The date of this agreement will be the date this agreement is signed by the last of the Initial Participants to sign it (as indicated by the date associated with each Initial Participant's signature). If an Initial Participant signs this agreement but fails to date its signature, the date the County receives that Initial Participant's signature will be deemed to be the date that Initial Participant signed this agreement.


Each Initial Participant is signing this agreement on the date stated opposite the Initial Participant's signature.

[signature pages follow]

In Process

OAKLAND COUNTY

Date: 10/8/25, 2025

By: 
David T. Woodward
Chairperson of the County Board of
Commissioners

Date: 10/7/25, 2025

By: 
David Coulter
County Executive

In Process

CLEMIS INTERLOCAL AGREEMENT
CLEMIS AUTHORITY

CHARTER TOWNSHIP OF BLOOMFIELD

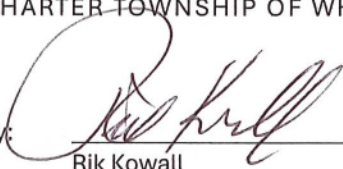
Date: SEPTEMBER 9, 2025

By: Mike McCready
Mike McCready
Township Supervisor

In Process

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: 
Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

In Process

EXHIBIT A
FORM FOR PARTICIPATION IN COURTS AND LAW ENFORCEMENT MANAGEMENT
INFORMATION SYSTEM (CLEMIS) INTERLOCAL AGREEMENT



PARTICIPATION AGREEMENT
Courts and Law Enforcement Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the interlocal agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemis.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This agreement also includes the contents of this cover page. Capitalized terms used but not defined in this agreement are as defined in the CLEMIS Interlocal Agreement.

| PARTICIPANT | |
|---|---|
| Full Legal Name: Notice Address: (choose Delivery Address or both Delivery Address and Email) | <input type="checkbox"/> Delivery Address: <input type="checkbox"/> Email: |

| ATTACHMENTS <i>(attach)</i> | |
|---|--|
| The following attachments are included with this agreement. | |
| Authorizing Resolution | <input type="checkbox"/> An authorizing resolution in substantially the form as provided in exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. |
| CLEMIS Main Services Agreement | <input type="checkbox"/> An executed copy of the Cover Page for the CLEMIS MSA between the Participant and the CLEMIS Authority is attached. |

| SIGNATURES | |
|--|---|
| Each party is signing this participation agreement on the date stated below that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). | |
| Participant: [PUBLIC AGENCY NAME] By: _____ Name: _____ Title: _____ Date: _____ | Authority: COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY By: _____ Name: _____ Executive Director Date: _____ |

EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

[NAME OF PARTICIPANT]
[Name of Governing Body of Participant]

RESOLUTION
Participation in CLEMIS Authority Interlocal Agreement

[Name of Participant] (the "Public Agency"), is a "public agency" as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

Under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("Act 7"), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately.

The Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

The Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "CLEMIS Interlocal Agreement") and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

The Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "Authority") by entering into a services agreement with the Authority.

The [name of governing body] of the Public Agency therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the "CLEMIS MSA") between the Public Agency and the Authority;
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, [Public Agency governing body clerk/secretary name], [secretary/clerk] of the [governing body of Public Agency] (the "Board") of the [Public Agency Name] (the "Public Agency"), hereby certify all of the following:

- (1) that this resolution of the Board was adopted at a meeting of the Board held on [date];
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____

By: _____

Name: _____
[Secretary/Clerk]



September 18, 2025

RESOLUTION #2025-5723 _ 25-32

Sponsored By: Gwen Markham

Executive's Office - Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority

Chair and Members of the Board:

WHEREAS the Courts & Law Enforcement Management Information System (CLEMIS) is a multifaceted, regional public safety information system, which provides mission critical technology and vital information to governmental entities at an affordable cost and is operated, maintained, and subsidized by the Oakland County Department of Information Technology; and

WHEREAS CLEMIS was created in approximately 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely/real time manner; and

WHEREAS CLEMIS is used by approximately 250 governmental entities across ten counties in Michigan; and

WHEREAS the State of Michigan encourages governmental entities to share services with each other for efficiency and cost savings; and

WHEREAS CLEMIS must be modernized to become an independent, self-sustaining operation that continues to provide affordable and accessible solutions to governmental entities; and

WHEREAS to accomplish these objectives a separate legal entity must be formed pursuant to State law; and

WHEREAS pursuant to the Urban Cooperation Act, Public Act 7 of 1967, MCL 124.501, et seq., and the Interlocal Agreement, attached as Schedule A, Bloomfield Township, Oakland County, and White Lake Township will form a separate legal entity; and

WHEREAS the County Executive recommends that the Oakland County Board of Commissioners approve and execute the attached Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached Interlocal Agreement and directs its Chairperson and requests the County Executive to each execute the attached Interlocal Agreement on behalf of Oakland County and file the executed Interlocal Agreement with the Oakland County Clerk and the Oakland County Clerk shall file the Agreement with the Office of the Great Seal of the Michigan Secretary of State.

BE IT FURTHER RESOLVED that the Oakland County employees identified in the attached Schedule B, shall be assigned/detailed to the new separate legal entity and retain full benefits and rights as an Oakland County employee, as long as they remain an Oakland County employee; the full cost of such assignment/detail of personnel to be reimbursed to Oakland County.

BE IT FURTHER RESOLVED that the Oakland County employees identified in attached Schedule C

will be transferred to the divisions set forth therein.

BE IT FURTHER RESOLVED that those Oakland County positions assigned/detailed to the new separate legal entity, identified in Schedule B, shall be deleted if the position becomes vacant.

BE IT FURTHER RESOLVED that Oakland County shall account for the new separate legal entity and any financial transfers to the new separate legal entity in a manner consistent with the accounting and financial reporting standards for state and local governments established by the Government Accounting Standards Board.

BE IT FURTHER RESOLVED that ten million dollars (\$10,000,000.00) be transferred from the Strategic Investment Plan Fund Balance (383554) to the new separate legal entity, and the transfer shall be executed pursuant to the attached Interlocal Agreement as approved by this resolution.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham**.



David Woodward, Commissioner

Date: September 18, 2025



David Coulter, Oakland County Executive

Date: September 19, 2025



Lisa Brown, County Clerk / Register of Deeds

Date: September 30, 2025

COMMITTEE TRACKING

2025-09-10 Finance - Recommend to Board

2025-09-18 Full Board - Adopt

Motioned by Commissioner Gwen Markham seconded by Commissioner Robert Hoffman to adopt the attached Resolution: Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority.

Yes: Ann Erickson Gault, Michael Gingell, Marcia Gershenson, Robert Hoffman, Brendan Johnson, Christine Long, Penny Luebs, Gwen Markham, William Miller III, Angela Powell, Robert Smiley, Yolanda Smith Charles, Michael Spisz, Linnie Taylor, Philip Weipert, David Woodward (16)

No: Charles Cavell, Kristen Nelson (2)

Abstain: None (0)

Absent: Karen Joliat (1)

Passed

ATTACHMENTS

- 1. CLEMIS Authority Position Schedule B and C

2. Resolution 25-014 CLEMIS Interlocal Agreement
 3. CLEMIS Participation Agreement
 4. 4897-1642-7050.10 - CLEMIS Authority Interlocal Agreement
-

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on September 18, 2025, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, September 18, 2025.



Lisa Brown, Oakland County Clerk / Register of Deeds

In Process

Charter Township of Bloomfield
Board of Trustees

September 8, 2025
Page 1

PRESENT:

| | |
|----------------------------|------------------------------|
| Supervisor Mike McCreedy | Trustee Mark Antaki |
| Clerk Martin Brook | Trustee Neal Barnett |
| Treasurer Michael Schostak | Trustee Christopher Kolinski |
| | Trustee Valerie Murray |

ABSENT:

ITEM 3. Consider Approval of the CLEMIS Authority Formation Interlocal Agreement

Police Chief James Gallagher presented on the proposed formation of the CLEMIS Authority. Chief Gallagher was accompanied by Bo Chang, Interim Director of CLEMIS.

CLEMIS (Courts and Law Enforcement Management Information System) was originally established in 1968 by Oakland County in collaboration with several local police departments. Bloomfield Township is one of the founding members. CLEMIS serves as a data-sharing platform among law enforcement agencies to support crime-solving efforts and public safety services. The system, however, has not been modernized since its creation.

The agreement was reviewed by our Township attorney. Chief Gallagher requested that Bloomfield Township continue its leadership role in CLEMIS and approve the Interlocal Agreement to move forward in creating the CLEMIS Authority.

MOTION by Barnett and SUPPORT by Murray to APPROVE the CLEMIS Authority Formation Interlocal Agreement with an Amendment to Mail all Notices Pursuant to the Agreement to the Township Police Department and Township Supervisor ([Exhibit 1](#)).

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

I, MARTIN C. BROOK, TOWNSHIP CLERK of the Charter Township of Bloomfield, County of Oakland, Michigan, do hereby certify the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 8th day of September 2025.



**MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK**

**CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN**

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

At the regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, Michigan, held in Township Annex Hall, 7527 Highland Road, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 19th day of August, 2025, at 6:30 p.m., with those present and absent being:

Present: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles,
Andrea C. Voorheis, and Liz Smith.

Absent: Steve Anderson.

The following preamble and resolution were offered by Clerk Noble and seconded by Supervisor Kowall.

WHEREAS, the Township Board has considered the Oakland County CLEMIS Interlocal (the "Agreement"), attached as Exhibit A.

WHEREAS, the Township has the authority to enter into Interlocal agreements under the Urban Cooperation act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512. The Township may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately. The Township possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems ("CLEMIS").

WHEREAS, the Township wants to exercise powers, privileges, and authorities jointly with Oakland County and the Charter Township of Bloomfield under the Agreement creating the CLEMIS Authority as an Initial Participant. The Agreement parties will be expanded at a later date to include other Participants who agree to the terms of the Agreement;

WHEREAS, the Authority will be a separate legal entity that will have the authority to enter into contracts, hire employees, accept grants, borrow money and exercise other authority outlined in the Agreement. The Authority is not authorized to levy a tax.

WHEREAS, the Agreement transfers the functions of the CLEMIS System from Oakland County to the CLEMIS Authority, with the Township designated as an Authority Board member.

WHEREAS, the day to day responsibilities of the CLEMIS System will be overseen by an Executive Board and an Executive Director. The Executive Committee will be comprised of 9 members from the Authority Board who are appointed by the County Executive. The Executive

Committee is required to establish fees and other charges sufficient to pay for the expenses of the CLEMIS System and Authority among other responsibilities outlined in the Agreement;

WHEREAS, as part of the transfer of the assets and liabilities of CLEMIS from the County, the Authority shall receive \$250,000 from the County for the initial startup costs of the Authority and the County will transfer \$9,750,000.00 to the Authority on February 1, 2026, as well as the CLEMIS System. The County will also transfer certain employees, which will be outlined in a Transfer Agreement;

WHEREAS, the County shall provide the Authority with the use of County facilities, property, and the County telecommunications and network, needed to operate the CLEMIS system through September 30, 2027. The Authority may enter into agreements with the County for use of County property and facilities and network after September 20, 2027;

WHEREAS, the Agreement will not be effective until it is approved by both White Lake and Bloomfield Townships, the County Board of Commissioners, is signed by the Township Supervisors and the County Executive and is filed with the County and the Secretary of State.

WHEREAS, the Agreement is for an initial term of 15 years, which may be extended in 5 year increments. The Township may withdraw from the Authority upon providing 6 months advance notice. The County may withdraw from the Agreement upon providing 18 months advance notice. If the County withdraws from the Agreement, the Agreement terminates.

WHEREAS, the Township Board has determined that it will benefit the Township to enter into the Agreement.

NOW, THEREFORE, the Township Board of the Charter Township of White Lake, Oakland County resolves as follows:

1. The Township Board resolves to approve the Agreement, attached as Exhibit A to this Resolution, in substantially the same form as presented.
2. The Township Board authorizes the Township Supervisor to execute the Agreement on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

| | |
|---------|---|
| AYES: | 6 |
| NAYS: | 0 |
| ABSENT: | 1 |

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.


CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

I, Anthony L. Noble, duly qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Township Board held on the 19^h day of August 2025, the original of which resolution is on file in my office

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 22nd day of September, 2025.

In Progress

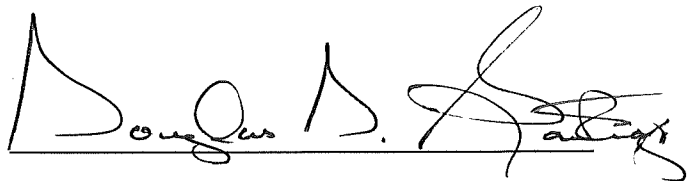


Anthony L. Noble, Clerk MiPMC
Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

The foregoing Certified Record was acknowledged before me by Anthony L. Noble, the duly authorized Clerk of White Lake Township, Michigan, on September 22, 2025.



DOUGLAS D. SANTIAGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 18, 2028
ACTING IN COUNTY OF

Exhibit A

(Agreement Attached)

In Process

CLEMIS Authority

Quote: Keego Harbor Police

Keego Harbor Police

2025 Beechmont St
Keego Harbor, MI 48320

Reference: 20260521-172632729

Department/Organization: Keego Harbor Police

Public Agency: City of Keego Harbor

Robert Barnes

barnes@khpd.org

Effective Date: October 1, 2026

Quote created: May 21, 2026

Quote expires: July 31, 2026

Quote created by: Lisa Werner

CLEMIS Authority Support

wernerl@clemisauthority.org

+19478136903

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

Products & Services

| Item & Description | Quantity | Unit Price | Total |
|--|----------|-------------------|-------------------|
| <p>CLEMIS Membership Tier 1 1-5 FTEs [FY27] Provides membership for government agencies and they share their data. Pricing is per Agency and based on MCOLES FTE (Sworn Officer). License includes RMS, Crash, Citations, Impounds, Electronic Activity Logs, Evidence & Property, Search, and Talon/LEIN</p> <p>Payment starts: October 1, 2026</p> | 1 | \$1,870.00 / year | \$1,870.00 / year |
| <p>MDC Wireless with Card [FY27]</p> <p>Payment starts: October 1, 2026</p> | 4 | \$1,149.00 / year | \$4,596.00 / year |
| <p>LEADS Online Subscription (1-9 FTEs) [FY27]</p> <p>Payment starts: October 1, 2026</p> | 1 | \$1,900.00 / year | \$1,900.00 / year |
| <p>Dataworks Mugshot Investigator The Dataworks Plus Mugshot PhotoManager software for use by investigators to search mugshots.</p> <p>Payment starts: October 1, 2026</p> | 1 | \$1,000.00 / year | \$1,000.00 / year |
| Due now | | | \$0.00 |

Future Payments Summary

| Item | Payment |
|---|---|
| CLEMIS Membership Tier 1 1-5 FTEs [FY27] | \$1,870.00 / year starting on October 1, 2026 |
| MDC Wireless with Card [FY27] | \$4,596.00 / year starting on October 1, 2026 |
| LEADS Online Subscription (1-9 FTEs) [FY27] | \$1,900.00 / year starting on October 1, 2026 |
| Dataworks Mugshot Investigator | \$1,000.00 / year starting on October 1, 2026 |

Terms and Conditions

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the “[MSA](#)”). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

1.2 Subscription Term. The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

2.1 Product Subscription. Public Agency is subscribing to the products listed in this Order Form, which products will constitute the “Service” (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute “Professional Services” (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

Questions? Contact me



Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

Certificate Of Completion

Envelope Id: B5A47B78-C537-83B4-8073-87B0AC344D92
 Subject: CLEMIS Authority: Your Participation Agreement is Enclosed
 Source Envelope:
 Document Pages: 59
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

 Envelope Originator:
 Majd Soueid
 1200 North Telegraph Road
 Pontiac, MI 48341
 soueidm@clemisauthority.org
 IP Address: 54.174.62.157

Record Tracking

Status: Original
 5/25/2026 3:42:58 PM
 Holder: Majd Soueid
 soueidm@clemisauthority.org
 Location: DocuSign

Signer Events

Tammy Neeb
 manager@keegoharbor.org
 tn

Signature

Timestamp

Sent: 5/28/2026 12:53:43 PM
 Viewed: 6/24/2026 1:18:52 PM

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/24/2026 1:18:52 PM
 ID: f75231cd-1693-4f39-ae2f-55d3391e4b59

In Process

Bo Cheng
 chengb@clemisauthority.org
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Robert Barnes
 barnes@khp.org
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 5/28/2026 12:53:44 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted 5/28/2026 12:53:44 PM
 Envelope Updated Security Checked 5/29/2026 11:09:01 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CLEMIS Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CLEMIS Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: membership@clemisauthority.org

To advise CLEMIS Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at membership@clemisauthority.org and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CLEMIS Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to membership@clemisauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CLEMIS Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to membership@clemisauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

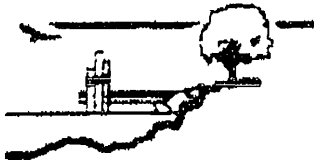
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CLEMIS Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CLEMIS Authority during the course of your relationship with CLEMIS Authority.



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Stacy Goodall, Interim City Clerk

MEETING: July 14th Study Session

SUBJECT: Election Inspector Wages

Introduction:

Election inspectors are trained and paid to assist with running local elections in compliance with Michigan Election Law. We have 2 staff members and 6 individuals that will work a variety of shifts throughout the day. Polls are open from 7am-8pm, for a total of 13 hours. We will also maintain an Absentee Voter Counting Board. The state minimum wage is \$13.73 per hour, this is what Orchard Lake pays their election inspectors. Sylvan Lake currently pays \$15.00 per hour. City of Keego Harbor pays \$12.00 per hour.

| | | |
|-------------------|--------------------------|-----------|
| Stacy Goodall | 6:15am -9:00pm | |
| Denise Hanley | 6:15am -9:00pm | |
| Sherry Roache | 6:15am -9:00pm | 14.75 hrs |
| Dale Hakim-Waldon | 6:15am-7:45pm | 13.5 hrs |
| Bobbie Leblanc | 8am -10am | 2 hrs |
| Linda Cassavoy | 3pm -9:00pm (AVCB/Close) | 6 hrs |
| Leslie Clark | 11am-1pm; 3pm-8pm | 7hrs |
| Deanna Moody | 3pm-8pm | 5 hrs |

The volunteers endure a long, stressful day. We would like to recognize their efforts with fair pay. The total estimated election inspector hours for this election are approximately 48.25 hours, resulting in the following estimated wage costs:

| Hourly Rate | Estimated Total Cost | Increase from Current |
|-------------------|----------------------|-----------------------|
| \$12.00 (Current) | \$579.00 | — |
| \$14.00 | \$675.50 | +\$96.50 |
| \$15.00 | \$723.75 | +\$144.75 |

Background:

Trained poll workers/election inspectors verify voter eligibility, protect the integrity of the voting process, count ballots accurately, reduce fraud and errors, and maintain public confidence in election results. Election inspectors assist with a multitude of duties including:

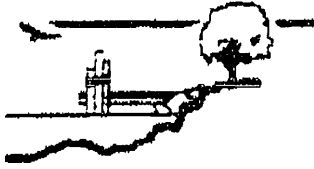
- Set up voting equipment before polls open.

- Check in voters and verify their registration.
- Issue ballots.
- Explain voting procedures.
- Assist voters with disabilities or language needs.
- Monitor the polling place to ensure election laws are followed.
- Close the polls and help reconcile and count ballots.
- Complete required documentation and securely return election materials.

Today, election inspectors are a key part of election administration in many states. Because election inspectors work directly with voters and ballots, they are often considered one of the most important safeguards in the election process. Their work is governed by state election laws, local procedures, and bipartisan oversight designed to promote transparency and public trust.

Sincerely,
Stacy Goodall, Interim City Clerk
City of Keego Harbor

Stacy Goodall



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Joseph Gacioch, Interim City Manager

MEETING: July 14th Study Session

SUBJECT: City Council Rules of Procedure

Introduction:

The City Council Rules of Procedure serve as the operating framework for conducting public meetings in a manner that is transparent, organized, consistent, and compliant with Michigan law. While Keego Harbor has historically operated with a practical meeting style that reflects the City's tight knit community character, the proposed draft Rules of Procedure provide a more comprehensive framework to support effective governance, improve consistency, clarify meeting processes and expectations for all participants or guests interested in the meeting.

No action is requested at this Study Session. The purpose of this discussion is to review the draft document, receive Council feedback, and identify any desired revisions prior to preparation of a final version for formal consideration.

Background:

Strong procedural rules support compliance with the Michigan Open Meetings Act and help establish clear expectations regarding meeting notices, agendas, voting procedures, public participation, closed sessions, and the conduct of Council business.

The attached draft was developed following a review of the City's existing meeting guidelines and a comparison with procedural rules utilized by other Michigan communities operating under a Council-Manager form of government. The draft incorporates common best practices while recognizing the scale, culture, and operational needs of a small community such as Keego Harbor.

The proposed draft is intended to provide structure without sacrificing flexibility. Small communities often rely on collaboration, accessibility, and informal working relationships, all of which are important strengths. At the same time, a clear procedural framework can help reduce uncertainty, improve efficiency, and provide consistency when difficult issues arise or when leadership transitions occur. Several key areas addressed in the draft include:

- Meeting scheduling, notices, and agenda procedures.
- Public participation and public hearing processes.
- Voting procedures and conflict-of-interest guidance.
- Closed session requirements under the Open Meetings Act.
- Agenda preparation and distribution standards.
- Board and commission appointment procedures.
- Clarification of Council, Mayor, and administrative responsibilities.

Meeting Cadence Considerations

During preparation of the draft Rules of Procedure, staff identified an opportunity to evaluate the City's current meeting schedule and administrative workflow. At present, the Study Session and Regular Meeting seem to occur during the same week, which requires preparation, publication, and administration of multiple meeting packets within a compressed timeframe.

As part of this update, I would encourage Council to evaluate whether moving the Study Session to the second week of the month and retaining the Regular Meeting during the third week could improve administrative efficiency, provide additional time for agenda preparation and review, and allow Council members more time to evaluate information between meetings.

Any such change should be considered only after reviewing the schedules of other City boards and commissions to ensure meeting dates remain coordinated and do not create conflicts for Council members, staff, or residents who participate in multiple public meetings.

Before recommending a change, I'd want to map:

- Planning Commission meeting dates.
- TIFA meeting dates.
- Parks & Recreation meeting dates.
- Oakland County and Tri-City Fire reporting schedules.
- Typical budget and audit calendar activities.

Sincerely,

Sincerely,

Joseph Gacioch, Interim City Manager

City of Keego Harbor



CITY OF KEEGO HARBOR

City Council Rules of Procedure

DRAFT — Proposed Amendments

Prepared by: Gacioch Civic Advisory (GCA) | June 2026
DRAFT — Not for Adoption Without Council Review

Table of

Part I: GCA Review Memorandum

Summary Finding

GCA reviewed two documents for the City of Keego Harbor: (1) a document titled "Meeting Guidelines and Rules" and (2) the City of Ferndale's adopted Council Rules of Procedure (Rev. 10, last revised April 2018), provided as the comparison standard.

The Ferndale Rules of Procedure provide a comprehensive, well-structured, and OMA-compliant framework appropriate as a peer-model for Keego Harbor. Keego Harbor's existing guidelines cover approximately 13 basic procedural points. Ferndale's rules cover 8 formal sections with approximately 35 specific provisions.

Part II: Draft Rules of Procedure

RULES OF PROCEDURE CITY OF KEEGO HARBOR CITY COUNCIL DRAFT — June 2026 | Prepared by GCA for Council Review

I. Regular and Special Meetings

1. Regular Meetings

GCA NOTE: Keego Harbor's existing rules do not specify meeting day, time, or location. This is a foundational gap. Fill in the confirmed meeting schedule before adoption.

- **[CONFIRM: Day and frequency of regular meetings — e.g.,**
- **[CONFIRM: Meeting time — This is an opportunity for the Council to reaffirm 7:00 or modify the current time with the rules of procedure update.**

All regular meetings of the Council shall be held on the [DAY] of each month in the Council Chambers at Keego Harbor City Hall, [ADDRESS], at [TIME] p.m., Eastern Time. If the meeting day falls on a legal holiday, the Council shall meet on the next regular business day or as otherwise directed by the Mayor.

All study sessions of the Council shall be held on the [DAY] of each month in the Council Chambers at Keego Harbor City Hall, [ADDRESS], at [TIME] p.m., Eastern Time. If the meeting day falls on a legal holiday, the Council shall meet on the next regular business day or as otherwise directed by the Mayor.

2. Special Meetings:

The Mayor, any two (2) members of the Council, or the City Manager may call special meetings of the Council upon at least eighteen (18) hours' written notice to each member, served personally or left at their usual place of residence or delivered electronically if the member has consented to electronic notice.

- a. No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting.

3. Regular and Special Meeting Notice (Posting) Requirements

For regular meetings of the Council, the Clerk shall post at City Hall, within ten (10) days after the first meeting of the Council in each calendar year, a public notice stating the dates, times, and places of its regular meetings for the year. The notice shall also be posted on the City's official website.

For a rescheduled regular meeting or a special meeting, a public notice stating the date, time, and place of the meeting shall be posted at least eighteen (18) hours before the meeting at City Hall and on the City's official website.

4. Minutes of Regular and Special Meetings

Minutes of the proceedings of each regular and special meeting will be kept in the English language by the Clerk.

Proposed minutes of regular or special meetings will be available for public inspection not more than eight (10) business days after such meeting.

Approved minutes will be available for public inspection not later than five (5) business days after the meeting at which the minutes were approved.

II. Meeting Procedure

1. Meetings to be Public

All regular and special meetings of the Council shall be open to the public, and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Council may prescribe, consistent with the Michigan Open Meetings Act (MCL 15.261 et seq.).

2. Order of Business

An agenda for each regular Council meeting shall be prepared by the City Manager and Clerk in the following order of business:

1. Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Presentations
5. Public Comment
6. Public Hearings
7. Consent Agenda
 - Approval of Minutes
 - Petitions to be Referred
 - Setting of Public Hearing Dates
 - Routine Requests and Information
 - Requests to Take Bids
 - Submission of Bids
 - Reports and Bonds
 - Bills, Payrolls, and City Attorney Expense Statements
8. Regular Agenda
9. City Council Comments
10. Call to Council – Staff and Community Reports
11. Motion to go into Closed Session (if necessary)
12. Adjournment

All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless a Council member requests removal; in that event, the item will be removed and considered at the end of the Regular Agenda. Audience members may comment on any Consent Agenda item at this time (3-minute limit per speaker).

3. Quorum

A majority of all the members elected to the Council shall constitute a quorum. The affirmative votes of a majority of the Council shall be required for the passage of any ordinance or resolution, unless a greater number is required by the City Charter or state law.

4. Presiding Officer

The Mayor shall be the presiding officer (Chair) of the Council. The Council shall, at its first regular meeting, elect a member of the Council as Mayor Pro Tem who, during the absence or disability of the Mayor, shall perform those duties and exercise all powers of the Mayor. In the absence or disability of the Mayor Pro Tem, the Council may temporarily appoint one of its members to that office.

The Mayor, as a member of the Council, shall have the right to vote on all matters before the Council and shall possess all other rights and powers of Council members. The Mayor shall not have the right of veto.

5. Presentations by Community Organizations

Community or school groups wishing to present before the Council must first obtain approval from the City Manager. A written summary stating the purpose of the presentation shall be submitted to the City Manager's office. The presentation will be placed on the next available agenda and the group will be notified by the Clerk's Office of the date. Presentations are limited to five (5) minutes unless additional time is approved in advance.

6. Meeting Closure Time

A mandatory closure time of 10:00 p.m. is set for all Council meetings. Any business not completed by 10:00 p.m. will be rescheduled to the next regular meeting, unless there is a matter of urgency. In that case, Council may suspend the Rules of Procedure by majority vote to extend the closure time for that meeting, or may schedule a special session to address the item(s).

7. Time Limitations — Meeting Procedure

| Speaker / Action | Time Limit |
|----------------------------------|-----------------------------|
| Presentations (community groups) | 5 minutes |
| Council Comments | 5 minutes per member |

8. Public Hearings for Special Land Uses

Upon completion of any report and recommendation by the Planning Commission for a special land use, the City Council shall hold a public hearing at the next regularly scheduled Council meeting which permits sufficient time for public notice in compliance with Michigan Public Act 110 of 2006 (Michigan Zoning Enabling Act), as amended.

III. Closed Sessions

1. Purpose

The Council may only meet in closed session for purposes expressly authorized by the Michigan Open Meetings Act (MCL 15.268).

2. Calling Closed Sessions

A two-thirds (2/3) roll call vote of the Council members elected and serving shall be required to call a closed session, except as otherwise permitted under the Michigan Open Meetings Act. The roll call vote shall be taken at an open meeting, and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

3. Minutes of Closed Sessions

A separate set of minutes shall be kept at each closed session by the Clerk or, in the absence of the Clerk, by a recording secretary designated by Council. These minutes shall be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action.

Closed session minutes shall be distributed to Council for approval at a subsequent closed meeting and returned to the Clerk at the same meeting.

4. Confidentiality

A person shall not divulge to any unauthorized person confidential information discussed in a closed session in advance of the time prescribed for its authorized release by the Council. Council members shall honor the confidentiality of debate and discussion held in closed session.

5. Placement on Agenda

Closed sessions, when necessary, shall be held at the end of the regular agenda, consistent with the Order of Business in Section II.

IV. Voting and Discussion

On all parliamentary questions, Robert's Rules of Order, 12th edition (2020), and as subsequently amended, shall govern insofar as applicable and except as they conflict with these Rules or the City Charter.

1. Roll Call Voting

In putting questions to a vote, a roll call shall be taken and the Clerk shall record the "ayes" and "nays" from each Council member voting. The Chair, or the Clerk at the Chair's request, shall declare the result.

Roll call votes shall be taken in alphabetical order for all Council members upon the first vote of a meeting. For each subsequent vote, the voting order shall rotate in a consistent manner with the member previously called first moved to the last position. The Mayor shall always vote last in the roll call order.

2. Changing a Vote

Any Council member shall have the right to change his or her vote on any question before the result is announced.

3. Explanation of Vote

Any member of the Council shall have the right to briefly explain his or her vote on any question.

4. Motion to Reconsider

A motion to reconsider a vote on any question may be made by any member of the prevailing side at the next regular meeting following the meeting at which the vote was taken, provided that member has filed with the Clerk, within seventy-two (72) hours after the motion to be reconsidered was passed, written notice of intent to seek reconsideration.

In the absence of the member who filed such notice, any other member of the prevailing side may move for reconsideration. No motion to indefinitely postpone a motion to reconsider shall be entertained at the same meeting at which the action proposed to be reconsidered was taken.

5. Duty to Vote / Conflict of Interest

It is the duty of every Council member to vote. However, no Council member shall be required to vote if that member identifies a potential conflict of interest as defined by the Michigan Conflict of Interest Act (MCL 15.321 et seq.) or other applicable law. A member precluded from voting pursuant to a conflict of interest shall refrain from participating in discussion on that issue and shall so state on the record.

6. Time Limitations Guidelines — Voting and Discussion

| Speaker / Action | Time Limit |
|--------------------------------|------------------|
| Making a motion | 3 minutes |
| Discussion / debate per member | 5 minutes |
| Explanation of vote | 2 minutes |

V. Citizen Participation

1. Public Comment (Call to Audience)

Each Council meeting agenda shall provide time for audience participation, to be known as the Call to Audience. Call to Audience is intended for comments on non-agenda items. Comment on specific agenda items is addressed in Rule 3 below.

2. Time Limitations for Public Comments

| Speaker / Action | Time Limit |
|---|--|
| Public Comment (non-agenda items) | 3 minutes per speaker; once per meeting |
| Public Hearings | 3 minutes per speaker |
| Regular Agenda items | 3 minutes per speaker; once per agenda item |
| Presentations (appeals from boards/commissions) | 10 minutes |

Large groups are encouraged to designate two or three representatives to present the group's position, except during Special Assessment District (SAD) proceedings.

The Chair or designee shall use a timer to ensure adherence to time restrictions.

3. Persons Addressing the Council

Every speaker, after being recognized by the Chair, shall approach the public microphone, state his or her name, and indicate whether they are a resident or non-resident. Speakers may omit their address when speaking but must provide their address on the sign-in sheet.

The public comment portion of the meeting is not a question-and-answer session.

4. Agenda Items — Public Comment

Members of the public may speak on agenda items during the applicable portion of the meeting, subject to the time limits in Rule 2. Speakers may address a given agenda item once. Board members shall not speak during the public comment portion of a public hearing; questions and comments from Council shall occur after the Chair closes public comment.

5. Disorderly Conduct

Persons addressing the Council shall make responsible comments and shall refrain from making personal, impertinent, slanderous, or profane remarks. The Chair may call to order any person who is being disorderly, including by speaking when not recognized, failing to be germane, speaking beyond the allotted time, or using vulgarities. Such persons shall be seated pending the Chair's ruling.

If a person continues to be disorderly and disrupt the meeting, the Chair may choose to order a temporary recess and adjourn the meeting until order is restored, or order the removal of that person from the meeting.

6. Interruptions

No Council member or member of the public should interrupt another individual while that individual is speaking.

7. Complaints Against City Employees

Council members receiving complaints against City employees shall utilize the City's established Citizens Complaint Policy involving City employees and/or coordinate for processing said complaints through the City Manager's office. Such complaints shall not be adjudicated during a Council meeting.

VI. Agenda

1. Preparation

The City Manager and Clerk shall prepare an agenda for each regular or special meeting of the Council.

Items of business may be placed on the agenda through the City Manager. The deadline to submit items to the Manager's Office, for a regular Council agenda is 12:00 noon on the Wednesday preceding the Council meeting. All items shall be submitted on the standard agenda template and shall contain a suggested motion for Council's consideration.

Requests from governmental entities, authorities, or City boards and commissions shall be made through the Manager's Office by 12:00 noon at least one (1) week prior to the Council meeting.

Requests shall be submitted on the standard template. The Manager shall review the materials and may suggest additional information or changes, and shall prepare a recommendation to Council as part of the standard template.

2. Agenda Material

The deadline for submitting all supporting data for an agenda item is 12:00 noon on the Thursday preceding the Council meeting. Any agenda item not submitted in its entirety by Thursday at noon will be pulled from the agenda and postponed to the next regular meeting. The Clerk or Manager may make exceptions in cases of emergency.

3. Distribution

Agenda packets will be delivered or made available to Council members at least forty-eight (48) hours before the scheduled regular meeting, or at least twelve (12) hours before a scheduled special meeting. Agenda packets shall also be made available on the City's official website by the same deadline.

VII. Board and Commission Appointments

1. Council Member Appointments

The Council shall, at its first regular meeting each year, confirm appointments of its members to City boards and commissions.

2. Citizen Appointments

The Clerk's Office shall receive and forward citizen applications to the appointing authority (Mayor, Council, or Manager) and to the board or commission secretary as information only. The board or commission secretary shall provide the appointing authority with a written recommendation regarding appointments when vacancies occur.

The appointing authority, or the secretary at the direction of the appointing authority, shall submit a nomination to the Clerk's Office to be placed on a Council meeting agenda. Normal agenda deadlines apply. The Clerk shall maintain a copy of all applications to be used as a resource for future nominations.

3. Reappointments

Board and commission members whose terms are due to expire and who wish to be reappointed shall file with the board or commission secretary an updated application. The secretary shall provide the appointing authority with a written recommendation regarding reappointments. Normal agenda deadlines apply.

4. Resignations

Resignations from board and commission members shall be forwarded to the Mayor and Council in their meeting packets by the Clerk's Office as Information Only items. The staff liaison shall then submit a recommendation to the Mayor and Council for filling the vacancy.

VIII. Miscellaneous

1. Cell Phones and Electronic Devices

Cellular phones and other electronic devices must be turned off or silenced during Council meetings. Council members should refrain from using personal devices for non-meeting purposes while the Council is in session.

2. Travel

Council members are required to obtain advance approval prior to incurring expenses for official out-of-town travel.

3. Amendment of Rules

These Rules may be amended by a majority vote of the Council, provided that notice of the proposed amendment has been given at the regular Council meeting immediately preceding the meeting at which the amendment is voted upon. These Rules may be suspended for a single session by a majority vote of the Council.

4. Accessibility Accommodations

The City of Keego Harbor will provide necessary, reasonable auxiliary aids and services, as required by the Americans with Disabilities Act and Michigan law, upon proper notification to the City Clerk. Requests for accommodations should be directed to:

City Clerk, City of Keego Harbor

2025 Beechmont St. Keego Harbor, MI 48320

248-682-1930

Clerk@keegoharbor.org

Services include:

- Hearing-impaired sound system and receivers — requires one (3) day advance notice
- Sign language interpreters — requires two (2) weeks advance notice

Adoption

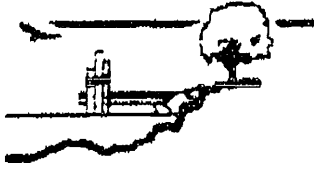
These Rules of Procedure for the City of Keego Harbor City Council were adopted by the City Council at a duly noticed public meeting.

Adopted: _____

Revised:

Mayor, City of Keego Harbor

City Clerk, City of Keego Harbor



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Joseph Gacioch, Interim City Manager

MEETING: July 16 Regular Session

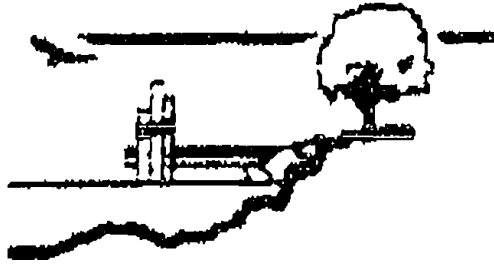
SUBJECT: City Council Rules of Procedure

Introduction:

The City Council Rules of Procedure serve as the operating framework for conducting public meetings in a manner that is transparent, organized, consistent, and compliant with Michigan law. While Keego Harbor has historically operated with a practical meeting style that reflects the City's tight knit community character, the proposed draft Rules of Procedure provide a more comprehensive framework to support effective governance, improve consistency, clarify meeting processes and expectations for all participants or guests interested in the meeting.

The City Council reviewed the Rules of Procedure during their study July 14th study session. If adopted, the Rules of Procedure will be shared with all city-appointed board and commissions as a guide for administering public meetings fairly and consistently.

Motion: Move to approve the 2026 City Council Rules of Procedure as submitted by the Interim City Manager.



CITY OF KEEGO HARBOR
CITY COUNCIL

RULES OF PROCEDURE

Approved by the Keego Harbor City Council

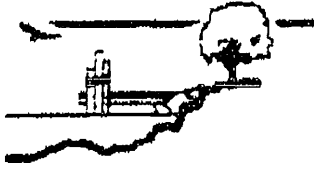
July 2026

2025 Beechmont Street, Keego Harbor, Michigan 48320

www.keegoharbor.org

TABLE OF CONTENTS

| | |
|--|----|
| I. Regular and Special Meetings | 3 |
| II. Meeting Procedure | 4 |
| III. Closed Sessions | 7 |
| IV. Voting and Discussion | 8 |
| V. Citizen Participation..... | 9 |
| VI. Agenda | 11 |
| VII. Board and Commission Appointments | 12 |
| VIII. Miscellaneous | 13 |
| Adoption | 14 |



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

RULES OF PROCEDURE

CITY OF KEEGO HARBOR CITY COUNCIL

I. Regular and Special Meetings

1. Regular Meetings

All study sessions of the Council shall be held on the second Tuesday of each month in the Council Chambers at Keego Harbor City Hall, 2025 Beechmont Street, at 7:00 p.m., Eastern Time. If the meeting day falls on a legal holiday, the Council shall meet on the next regular business day or as otherwise directed by the Mayor.

All regular meetings of the Council shall be held on the third Thursday of each month in the Council Chambers at Keego Harbor City Hall, 2025 Beechmont Street, at 7:00 p.m., Eastern Time. If the meeting day falls on a legal holiday, the Council shall meet on the next regular business day or as otherwise directed by the Mayor.

2. Special Meetings:

The Mayor, any two (2) members of the Council, or the City Manager may call special meetings of the Council upon at least eighteen (18) hours' written notice to each member, served personally or left at their usual place of residence or delivered electronically if the member has consented to electronic notice.

- a. No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting.

3. Minutes of Regular and Special Meetings

Minutes of the proceedings of each regular and special meeting will be kept in the English language by the Clerk.

Proposed minutes of regular or special meetings will be available for public inspection not more than eight (8) business days after such meeting.

Approved minutes will be available for public inspection not later than five (5) business days after the meeting at which the minutes were approved.

4. Regular and Special Meeting Notice (Posting) Requirements

For regular meetings of the Council, the Clerk shall post at City Hall, within ten (10) days after the first meeting of the Council in each calendar year, a public notice stating the dates, times, and places of its regular meetings for the year. The notice shall also be posted on the City's official website.

For a rescheduled regular meeting or a special meeting, a public notice stating the date, time, and place of the meeting shall be posted at least eighteen (18) hours before the meeting at City Hall and on the City's official website.

II. Meeting Procedure

1. Meetings to be Public

All regular and special meetings of the Council shall be open to the public, and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Council may prescribe, consistent with the Michigan Open Meetings Act (MCL 15.261 et seq.).

2. Order of Business

An agenda for each regular Council meeting shall be prepared by the City Manager and Clerk in the following order of business:

1. Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Presentations
5. Public Comment
6. Public Hearings
7. Consent Agenda
 - Approval of Minutes
 - Petitions to be Referred
 - Setting of Public Hearing Dates
 - Routine Requests and Information
 - Requests to Take Bids
 - Submission of Bids
 - Reports and Bonds

- Bills, Payrolls, and City Attorney Expense Statements
- 8. Regular Agenda
- 9. City Council Comments
- 10. Call to Council – Staff and Community Reports
- 11. Motion to go into Closed Session (if necessary)
- 12. Adjournment

All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless a Council member requests removal; in that event, the item will be removed and considered at the end of the Regular Agenda. Audience members may comment on any Consent Agenda item at this time (3-minute limit per speaker).

3. Quorum

A majority of all the members elected to the Council shall constitute a quorum. The affirmative votes of a majority of the Council shall be required for the passage of any ordinance or resolution, unless a greater number is required by the City Charter or state law.

4. Presiding Officer

The Mayor shall be the presiding officer (Chair) of the Council. The Council shall, at its first regular meeting, elect a member of the Council as Mayor Pro Tem who, during the absence or disability of the Mayor, shall perform those duties and exercise all powers of the Mayor. In the absence or disability of the Mayor Pro Tem, the Council may temporarily appoint one of its members to that office.

The Mayor, as a member of the Council, shall have the right to vote on all matters before the Council and shall possess all other rights and powers of Council members. The Mayor shall not have the right of veto.

5. Presentations by Community Organizations

Community or school groups wishing to present before the Council must first obtain approval from the City Manager. A written summary stating the purpose of the presentation shall be submitted to the City Manager's office. The presentation will be placed on the next available agenda and the group will be notified by the Clerk's Office of the date. Presentations are limited to five (5) minutes unless additional time is approved in advance.

6. Meeting Closure Time

A mandatory closure time of 10:00 p.m. is set for all Council meetings. Any business not completed by 10:00 p.m. will be rescheduled to the next regular meeting, unless there is a matter of urgency. In that case, Council may suspend the Rules of Procedure by majority vote to extend the closure time for that meeting, or may schedule a special session to address the item(s).

7. Time Limitations — Meeting Procedure

| Speaker / Action | Time Limit |
|----------------------------------|----------------------|
| Presentations (community groups) | 5 minutes |
| Council Comments | 5 minutes per member |

8. Public Hearings for Special Land Uses

Upon completion of any report and recommendation by the Planning Commission for a special land use, the City Council shall hold a public hearing at the next regularly scheduled Council meeting which permits sufficient time for public notice in compliance with Michigan Public Act 110 of 2006 (Michigan Zoning Enabling Act), as amended.

III. Closed Sessions

1. Purpose

The Council may only meet in closed session for purposes expressly authorized by the Michigan Open Meetings Act (MCL 15.268).

2. Calling Closed Sessions

A two-thirds (2/3) roll call vote of the Council members elected and serving shall be required to call a closed session, except as otherwise permitted under the Michigan Open Meetings Act. The roll call vote shall be taken at an open meeting, and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

3. Minutes of Closed Sessions

A separate set of minutes shall be kept at each closed session by the Clerk or, in the absence of the Clerk, by a recording secretary designated by Council. These minutes shall be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action.

Closed session minutes shall be distributed to Council for approval at a subsequent closed meeting and returned to the Clerk at the same meeting.

4. Confidentiality

No person may disclose confidential information discussed in a closed session to any unauthorized person before the Council authorizes its release. Council members shall maintain the confidentiality of all debate and discussion held in closed session.

5. Placement on Agenda

Closed sessions, when necessary, shall be held at the end of the regular agenda, consistent with the Order of Business in Section II.

IV. Voting and Discussion

On all parliamentary questions, Robert's Rules of Order, 12th edition (2020), and as subsequently amended, shall govern insofar as applicable and except as they conflict with these Rules or the City Charter.

1. Roll Call Voting

In putting questions to a vote, a roll call shall be taken, and the Clerk shall record the "ayes" and "nays" from each Council member voting. The Chair, or the Clerk at the Chair's request, shall declare the result.

Roll call votes shall be taken in alphabetical order for all Council members upon the first vote of a meeting. For each subsequent vote, the voting order shall rotate in a consistent manner with the member previously called first moved to the last position. The mayor shall always vote last in the roll call order.

2. Changing a Vote

Any Council member shall have the right to change his or her vote on any question before the result is announced.

3. Explanation of Vote

Any member of the Council shall have the right to briefly explain his or her vote on any question.

4. Motion to Reconsider

A motion to reconsider a vote on any question may be made by any member of the prevailing side at the next regular meeting following the meeting at which the vote was taken, provided that member has filed with the Clerk, within seventy-two (72) hours after the motion to be reconsidered was passed, written notice of intent to seek reconsideration.

In the absence of the member who filed such notice, any other member of the prevailing side may move for reconsideration. No motion to indefinitely postpone a motion to reconsider shall be entertained at the same meeting at which the action proposed to be reconsidered was taken.

5. Duty to Vote / Conflict of Interest

It is the duty of every Council member to vote. However, no Council member shall be required to vote if that member identifies a potential conflict of interest as defined by the Michigan Conflict of Interest Act (MCL 15.321 et seq.) or other applicable law. A member precluded from voting pursuant to a conflict of interest shall refrain from participating in discussion on that issue and shall so state on the record.

6. Time Limitations Guidelines — Voting and Discussion

| Speaker / Action | Time Limit |
|--------------------------------|------------------|
| Making a motion | 3 minutes |
| Discussion / debate per member | 5 minutes |
| Explanation of vote | 2 minutes |

V. Citizen Participation

1. Public Comment (Call to Audience)

Each Council meeting agenda shall provide time for audience participation, to be known as the Call to Audience. Call to Audience is intended for comments on non-agenda items. Comment on specific agenda items is addressed in Rule 3 below.

2. Time Limitations for Public Comments

| Speaker / Action | Time Limit |
|---|--|
| Public Comment (non-agenda items) | 3 minutes per speaker; once per meeting |
| Public Hearings | 3 minutes per speaker |
| Regular Agenda items | 3 minutes per speaker; once per agenda item |
| Presentations (appeals from boards/commissions) | 10 minutes |

Large groups are encouraged to designate two or three representatives to present the group's position, except during Special Assessment District (SAD) proceedings.

The Chair or designee shall use a timer to ensure adherence to time restrictions.

3. People Addressing the Council

Every speaker, after being recognized by the Chair, shall approach the public microphone, state his or her name, and indicate whether they are a resident or non-resident. Speakers may omit their address when speaking but must provide their address on the sign-in sheet.

The public comment portion of the meeting is not a question-and-answer session.

4. Agenda Items — Public Comment

Members of the public may speak on agenda items during the applicable portion of the meeting, subject to the time limits in Rule 2. Speakers may address a given agenda item once. Board members shall not speak during the public comment portion of a public hearing; questions and comments from Council shall occur after the Chair closes public comment.

5. Disorderly Conduct

Persons addressing the Council shall make responsible comments and shall refrain from making personal, impertinent, slanderous, or profane remarks. The Chair may call to order any person who is being disorderly, including by speaking when not recognized, failing to be germane, speaking beyond the allotted time, or using vulgarities. Such persons shall be seated pending the Chair's ruling.

If a person continues to be disorderly and disrupt the meeting, the Chair may choose to order a temporary recess and adjourn the meeting until order is restored, or order the removal of that person from the meeting.

6. Interruptions

No Council member or member of the public should interrupt another individual while that individual is speaking.

7. Complaints Against City Employees

Council members receiving complaints against City employees shall utilize the City's established Citizens Complaint Policy involving City employees and/or coordinate for processing said complaints through the City Manager's office. Such complaints shall not be adjudicated during a Council meeting.

VI. Agenda

1. Preparation

The City Manager and Clerk shall prepare an agenda for each regular or special meeting of the Council.

Items of business may be placed on the agenda through the City Manager. The deadline to submit items to the Manager's Office, for a regular Council agenda is 12:00 noon on the Wednesday preceding the Council meeting. All items shall be submitted on the standard agenda template and shall contain a suggested motion for Council's consideration.

Requests from governmental entities, authorities, or City boards and commissions shall be made through the Manager's Office by 12:00 noon at least one (1) week prior to the Council meeting.

Requests shall be submitted on the standard template. The Manager shall review the materials and may suggest additional information or changes, and shall prepare a recommendation to Council as part of the standard template.

2. Agenda Material

The deadline for submitting all supporting data for an agenda item is 12:00 noon on the Thursday preceding the Council meeting. Any agenda item not submitted in its entirety by Thursday at noon will be pulled from the agenda and postponed to the next regular meeting. The Clerk or Manager may make exceptions in cases of emergency.



3. Distribution

Agenda packets will be delivered or made available to Council members at least forty-eight (48) hours before the scheduled regular meeting, or at least twelve (12) hours before a scheduled special meeting. Agenda packets shall also be made available on the City's official website by the same deadline.

VII. Board and Commission Appointments

1. Council Member Appointments

The Council shall, at its first regular meeting each year, confirm appointments of its members to City boards and commissions.

2. Citizen Appointments

The Clerk's Office shall receive and forward citizen applications to the appointing authority (Mayor, Council, or Manager) and to the board or commission secretary as information only. The board or commission secretary shall provide the appointing authority with a written recommendation regarding appointments when vacancies occur.

The appointing authority, or the secretary at the direction of the appointing authority, shall submit a nomination to the Clerk's Office to be placed on a Council meeting agenda. Normal agenda deadlines apply. The Clerk shall maintain a copy of all applications to be used as a resource for future nominations.

3. Reappointments

Board and commission members whose terms are due to expire and who wish to be reappointed shall file with the board or commission secretary an updated application. The secretary shall provide the appointing authority with a written recommendation regarding reappointments. Normal agenda deadlines apply.

4. Resignations

Resignations from board and commission members shall be forwarded to the Mayor and Council in their meeting packets by the Clerk's Office as Information Only items. The staff liaison shall then submit a recommendation to the Mayor and Council for filling the vacancy.

VIII. Miscellaneous

1. Cell Phones and Electronic Devices

Cellular phones and other electronic devices must be turned off or silenced during Council meetings. Council members should refrain from using personal devices for non-meeting purposes while the Council is in session.

2. Travel

Council members are required to obtain advance approval prior to incurring expenses for official out-of-town travel.

3. Amendment of Rules

These Rules may be amended by a majority vote of the Council, provided that notice of the proposed amendment has been given at the regular Council meeting immediately preceding the meeting at which the amendment is voted upon. These Rules may be suspended for a single session by a majority vote of the Council.

4. Accessibility Accommodations

The City of Keego Harbor will provide necessary, reasonable auxiliary aids and services, as required by the Americans with Disabilities Act and Michigan law, upon proper notification to the City Clerk. Requests for accommodations should be directed to:

City Clerk, City of Keego Harbor

2025 Beechmont St. Keego Harbor, MI 48320

248-682-1930

Clerk@keegoharbor.org

Services include:

- Hearing-impaired sound system and receivers — requires three (3) day advance notice
- Sign language interpreters — requires two (2) weeks advance notice

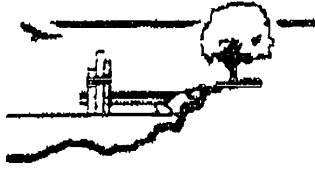
Adoption

These Rules of Procedure for the City of Keego Harbor City Council were adopted by the City Council at a duly noticed public meeting.

Adopted: _____

Mayor, City of Keego Harbor

City Clerk, City of Keego Harbor



"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

FROM: Joseph Gacioch, Interim City Manager

MEETING: July 14, 2026, Study Session

SUBJECT: Agenda & Minutes Management Modernization

Introduction:

As part of the GCA organizational assessment, I am exploring emergent opportunities to improve staffing efficiency, records management, and government transparency at minimal additional cost to the City. One opportunity under review is implementation of an online agenda and meeting management system.

Pending Council discussion, I anticipate bringing forward a recommendation to move ahead with the CivicPlus Agenda and Meeting Management solution. This platform would help staff automate the agenda packet organization process in the cloud and replace the current manual process, which relies heavily on Microsoft Word, Adobe Acrobat, email, shared files, and repeated staff handling of the same documents.

- This same solution has been implemented by Oakland County and the City of Beverly Hills.

Background

Online agenda management systems are now common in local governments, school districts, boards, commissions, and other public bodies. These systems are designed to centralize the preparation, review, publication, and preservation of public meeting materials.

Instead of building agenda items in separate Word documents, converting them to PDF, manually assembling packets, organizing attachments, and creating paper tabs, staff can build agenda items directly in the platform. Supporting documents are uploaded to each item, internal comments and edits can occur within the system, and the final agenda packet is generated through a standardized template.

- City Councils and Boards may be given permissions to access agenda materials in the cloud, making paper agenda optional.
- This would be a significant modernization step for Keego Harbor.

The current agenda and minutes process is highly manual. Agenda materials are drafted in Word, shared between staff, revised multiple times, converted to PDF, and then assembled with

attachments into the final packet. The Interim Clerk must then organize agenda items into the correct order, prepare the packet, and manage the posting process. For minutes, the Clerk's office currently relies on meeting recordings, plays back discussion, and drafts summaries manually. We must prepare agenda and minutes for multiple boards per month.

When this work cannot be completed during regular business hours, it can spill into evenings or weekends to meet legal timelines or to accommodate the limited available staff capacity for the work week.

The CivicPlus system would automate much of this workflow. Staff would be able to build agenda items in the cloud, attach supporting materials directly to each item, communicate internally within the platform, and generate agendas and packets using a consistent format aligned with the Council Rules of Procedure. The system also includes tools to support live meeting minutes, searchable public records, and potential video streaming to the City's website or YouTube page.

Estimated Efficiency and Service Benefits

Based on the organizational assessment and review of the current process, the primary operational benefit would be returning meaningful staff time to the Clerk's office.

The expected benefits include:

- Reducing repeated handling of the same agenda documents by multiple staff members.
- Eliminating much of the manual PDF packet-building process.
- Creating a more consistent and searchable online archive of agendas, packets, minutes, resolutions, and ordinances.
- Improving public access to official meeting materials.
- Reducing reliance on paper packets and manual tab organization.
- Supporting more timely and consistent preparation of minutes.
- Improving the City's ability to respond to public records requests involving official legislative documents.
- Freeing staff time for Clerk training, FOIA coordination, policy development, accounts payable improvements, and standard operating procedure development.

In short, this is not simply a software purchase. It is a governance and transparency improvement that also supports staff capacity.

Contract Negotiation Status: CivicPlus approved of several concessions from their original agreement as requested by the City manager's office, including:

- Reducing annual service fees from 5% to 3%
- Adjusting the requirement for the city to pay 100% upfront for the project to a 50% deposit and 50% at completion of the project – this balances the risk between the city and the vendor.
- Increasing their liability from the cost of the contract to \$1 million
- Other substantial adjustments to their Master Service Agreement (MSA) terms

Fiscal Consideration

The year-one implementation proposal is approximately \$12,800. Recurring annual licensing and support costs are expected to be approximately \$9,500.

As part of the broader modernization strategy, I am reviewing whether the City should shift its existing social media archiving subscription spending, which costs approximately \$9,500 annually, and reallocate those funds toward agenda and meeting management software. The City can create a social media policy that utilizes the backup and reporting tools available in the META business platform to manage record retention needs.

Discussion

For the July 14 study session, I am seeking Council feedback on whether there is support to move this recommendation forward for formal consideration.

Key discussion questions include:

- Does Council support modernizing the agenda and meeting management process?
- Does Council support reallocating existing software spending toward a higher-value transparency and records management tool?
- Are there specific features Council would like staff to prioritize during implementation?
- Does Council support bringing a formal recommendation forward at an upcoming regular meeting?

If there is general support, I have prepared a motion to be considered for the July 16th City Council meeting:

Motion: Moved by _____ supported by _____ to approve of the agreement between the City of Keego Harbor and Civic Plus for their Agenda and Minutes Management System in the amount of \$22,300 in FYE 27 to be paid for from account 101-228-818 as submitted by the City Manager

Sincerely,

Joseph Gacioch

Interim City Manager





CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-129574-1
7/1/2026 9:51 AM

7/24/2026

Client:
City of Keego Harbor, MI

Bill To:
KEEGO HARBOR CITY, MICHIGAN

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------|---------------------------|-----------------|----------------|
| Megan Poole | | megan.poole@civicplus.com | | Net 30 |

Discount(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|------|---------------------------------|----------------------------|
| 1.00 | AMM: Year 1 Annual Fee Discount | Year 1 Annual Fee Discount |

One-time(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|------|--|---|
| 1.00 | AMM Select: Pro Premium Implementation | Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design |
| 1.00 | CivicPlus Media: Implementation Fee | CivicPlus Media: Implementation Fee |
| 1.00 | AMM Select: Historical Import Fee without Videos (up to 500) | Historical import of up to 500 meetings; Volume is calculated based on number of meetings being imported; Import does not include any video files |

Recurring Service(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|------|----------------------------|----------------------------|
| 1.00 | AMM Select: Pro Annual Fee | AMM Select: Pro Annual Fee |

| QTY | PRODUCT NAME | DESCRIPTION |
|------|----------------------------------|--|
| 1.00 | AMM Select: AI Editing Assistant | AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes. |
| 1.00 | CivicPlus Media: Annual Fee | CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams |
| 1.00 | AMM Select: AI Editing Assistant | AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes. |

| | |
|---|---------------|
| List Price - Initial Term Total | USD 14,650.00 |
| Total Investment - Initial Term | USD 12,725.00 |
| Annual Recurring Services (Subject to Uplift) | USD 9,150.00 |

| | |
|-------------------------------|--|
| Initial Term | 24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement. |
| Initial Term Invoice Schedule | 100% Invoiced upon Signature Date |

| | |
|-------------------|---|
| Renewal Procedure | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift | 5% to be applied in year 2 |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions attached to this SOW (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-129574-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to suspend Customer’s access to the Services for any breach, including, without limitation, Customer’s non-payment, upon at least thirty (30) days’ prior written notice. Upon termination for Customer’s breach, Customer’s right to use the Services for any purpose ceases and CivicPlus shall have no further obligation to maintain or forward such Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services..

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus will further defend, indemnify, and hold harmless Customer from and against any third-party claim, demand, loss, liability, or reasonable expense (including reasonable attorneys’ fees) arising out of or relating to unauthorized access to, or disclosure of, Customer Data to the extent caused by CivicPlus’s negligence, willful misconduct, or failure to comply with the Security Policy or applicable data protection law, except to the extent such claim arises from Customer’s own acts or omissions. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or

allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and

corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability, except that, with respect to claims arising from (a) a breach of the security of the Services caused by CivicPlus's negligence or willful misconduct, (b) CivicPlus's breach of confidentiality obligations, or (c) CivicPlus's indemnification obligations under Section 15, CivicPlus's liability will not exceed the greater of (i) two (2) times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim, or (ii) One Million Dollars (\$1,000,000).

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.**

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees

and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, and any dispute, claim, or controversy arising out of or relating to this Agreement or any SOW, will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. The Parties consent to the exclusive personal jurisdiction and venue of the state courts located in Oakland County, Michigan, and the United States District Court for the Eastern District of Michigan, for any action arising out of or relating to this Agreement or any SOW, and each Party waives any objection to such jurisdiction or venue, including on the basis of forum non conveniens.
48. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.

Agenda Meetings and Management (CivicClerk and Municode Meetings) Terms

The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. The Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

1. infringes or violates any third party's Intellectual Property rights, rights of publicity, or rights of privacy,
2. contains any defamatory material, or
3. violates any federal, state, local, or foreign laws, regulations, or statutes.

The scope of the initial implementation services to be delivered by CivicPlus at the time of signing a Statement of Work ("SOW") are as listed in the applicable SOW. The Customer is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline. Upon the making of the Customer's instance of the Services live and accessible on the internet to the intended audience ("Go-live"), any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the Services in a timely manner. CivicPlus will make reasonable efforts to confirm Go Live status with the Customer, but reserves the right to deem the Customer's use of the Services in the intended course of business as Go Live.

CivicPlus Media

Close Captioning, Transcription, and Translation services may be selected in the Services at the applicable and published rates displayed in the Services.

The Customer is responsible for requesting and initiating the Close Captioning Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 4 business days of Customer initiation, with regard to Transcriptionist-Based Closed Captioning, and within 24 hours of Customer initiation, with regard to Machine-Based Closed Captioning. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards. The Customer is responsible for requesting and initiating the Translation Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 5 business days of Customer initiation, with regard to Human Translation service, and within 24 hours of Customer initiation, with regard to Machine Translation service. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards.

By initiating the Services on the production site, the Customer is agreeing to all associated costs for its use of the Services. The Fees for the Services used by the Customer shall be invoiced by CivicPlus on a monthly basis, in arrears. Such invoice to include: the Category of the Services used; the duration, in minutes (rounded to the nearest minute), each category of Services was used in the prior month; and the total amount owed to CivicPlus by the Customer for the Services used in the month prior. If, at any time, the Customer's account is past due, CivicPlus may refuse to provide the Services until the Customer's account is brought up to date and all unpaid amounts owed are paid.

All human-based translation services shall have a 3.5 minute minimum requirement for review.

Upon full and total payment, the Customer shall own the certain transcription and captioning work product produced by the Services (the "Work Product"). The Customer understands and agrees that the audio characteristics may increase transcription pricing, the Rates for the Services provided above assumes the audio is reasonably clear and good, good audio is any media that is clearly recorded in a controlled environment with one person talking at a time with minimal background noise and no media defects. The format must be recorded in the



specific formats required and communicated to the Customer by CivicPlus. CivicPlus does endeavor to provide an accurate Work Product; however, The Customer should be aware that any audio that does not meet the criteria above may impact the quality of the Work Product and cause it to drop in accuracy. Accuracy is defined as:

1. words are spelled correctly;
2. phrases and sentences make sense in a standalone document; and
3. text is near exact replication of spoken words. The Work Product will not include unintended speech such as “ums” and “uhs”, stuttered speech, or difficult proper nouns.

The Services and Work Product are provided on an “as is” basis, and the Customer’s use of the Services is at its own risk. CivicPlus does not warrant that the Services or the Work Product will be uninterrupted or error-free or unaffected by force majeure events.

Boards and Committees Applications

The Boards and Committees Application is solely intended for the display of board positions, applications thereto, and approval workflow for applicants to such boards (the "Intended Use"). Customer shall not create additional forms, workflows, workflow events, or boards, nor allow users to utilize the Board and Committees Application for any purposes not related to the Intended Use.

Customer will not solicit for sensitive PII to be stored in the Boards and Committees Application. Customer shall remain responsible for the type and treatment of data stored in the Boards and Committees Application in compliance with applicable law.