

Regular City Council Meeting

January 13, 2014

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: December 9, 2013
Approval of Bills
Approval of Agenda
Public Comment

I. Old Business

1. Public Hearing for CDBG Program
 - a. Project Selection
 - b. Approval of Application
2. Discussion of Cable Contract for Commercial Cable Station
3. Contract with South Lyon Schools for 2013 Senior Center (CDBG) for \$19,103
4. Contract with MML for City Manager Search with Joyce Parker as our Consultant
5. Western Oakland Meals on Wheels Program 2013 (CDBG) Contract for Services for \$5,000
6. Proposed Amendment for the Budget Fiscal Year 2013-2014
7. Memorandum of Understanding – Opening of Existing Labor Contracts
 - a. Operating Engineers, expires June 30, 2015
 - b. AFSCME, expires June 30, 2014
8. Witch’s Hat Brewing Co. LLC – Approval of Microbrewery License

II. New Business

1. Parks and Recreation Master Plan Update for 5 Year Plan
2. Resolution to Execute Oaktac Lender Agreement and Join Oaktac
3. Acceptance Donations to the City:
 - a. Michigan Seamless Tube: \$500 for Christmas Party
 - b. Duncan Disposal: \$750 for Christmas Party
 - c. Ken & Barb Turner: \$100 to Police Department
 \$100 to Fire Department
4. ITC Temporary Access Agreement

- III. Manager’s Report**
- IV. Council Comments**
- V. Adjournment**

MEMO

To: Mayor Wallace and Council Members
From: Rodney L. Cook, City Manager
Date: January 8, 2014
Re: Communication from the City Manager

I. Old Business:

1. Public Hearing for CDBG Program:

There is \$27,290 projected for FY 2014-2015 and \$5,869.62 remaining from FY 2012. (See enclosed memorandum with recommendations.)

2. Discussion of Cable Contract for Commercial Cable Station:

This item was requested to be on the table by Councilmember Kivell at the December 9, 2013 meeting. A copy of the contract is enclosed.

3. Contract with South Lyon Schools for 2013 Senior Center (CDBG) for \$19,103:

This agreement needs to be executed in order for the City to be reimbursed for the \$19,103. Our gross contribution for the center is in excess of \$42,000 based on membership usage.

4. Contract with MML for City Manager Search with Joyce Parker as our Consultant:

(See enclosed memorandum.) A date needs to be set for a special City Council meeting regarding this agenda item.

5. Western Oakland Meals on Wheels Program 2013 (CDBG) Contract for Services for \$5,000:

We need to execute this agreement so we can be reimbursed for the annual cost.

6. Proposed Amendment for the Budget Fiscal Year 2013-2014:

(See enclosed memorandum.)

7. Memorandum of Understanding – Opening of Existing Labor Contracts:

a. Operating Engineers, expires June 30, 2015

b. AFSCME, expires June 30, 2014

The enclosed proposal is straightforward.

8. Witch's Hat Brewing Co. LLC – Approval of Microbrewery License:
(See enclosed materials.)

II. New Business:

1. Parks and Recreation Master Plan Update for 5 Year Plan:

Enclosed for your review is a joint proposal to update the current Parks and Recreation Master Plan. This proposal is from Russell Design, Marc Russell, ASLA and CIB Planning, Carmine Avantini, AICP. The previous 5 year plan expired in December 2013. I have provided an amendment for funding of this updated plan. It must be completed by March and submitted to the DNR by April.

2. Resolution to Execute Oaktac Lender Agreement and Join Oaktac:
(See enclosed materials.)

3. Acceptance of Donations to the City:

- a. Michigan Seamless Tube: \$500 for Christmas Party**
- b. Duncan Disposal: \$750 for Christmas Party**
- c. Ken & Barb Turner: \$100 to Police Department
\$100 to Fire Department**

4. ITC Temporary Access Agreement

The City is in receipt of a request to access the area east of the cemetery along the CSX R.O.W. for the purpose of replacing two poles. These poles support 120 KV transmission lines. ITC's only access is through the cemetery. Based on truck size, the most likely access once in the cemetery is to take the main road south to the end and into the area where we allow community gardens. Duration of the replacement would be 1-3 days. There are no other access points that will accommodate the large vehicles.

We are working on documents/contracts to protect the City's property.

III. General Information:

2003 WW Bond: I will have a report on the status of the 2003 WW Bond G.O. for the January 27, 2014 meeting with a recommendation.

2006 Dump Truck: The transmission is gone and needs to be replaced at a cost of \$7,800. It is currently being replaced. We do not yet have a completion date.

Meals on Wheels: It has come to my attention that we have not paid Western Oakland Meals on Wheels since July 2012. Therefore we owed them \$5,000 for FY 2012-2013, plus \$2,500 (through the CDBG program for FY 2013-2014). The \$5,000 will come from the General Fund and the \$2,500 from CDBG funds once we have a contract and the necessary supporting documentation.

Ordinance No. 11-13: After our first weather advisory, I discovered that the "City Manager"

cannot declare a snow emergency. Evidently, there was no snow emergency declared for December 13 – 15, 2013. Council might want to consider adding that to the City Manager's authority under the definition and procedures for declaring a snow emergency within our ordinance.

Interim City Manager Hours Worked: The number of hours that I have worked and been paid for to date:

1 st Pay Period:	49 hours
2 nd Pay Period:	59 hours
3 rd Pay Period:	46 hours
4 th Pay Period:	46.25 hours

Average number of hours worked per pay period: 50.06

Federal Aid Project - McHattie to E. Liberty: Based on multiple discussions with various agencies, I am suggesting that we modify the actual construction area to the northbound lane and parking area. This apparently is the scope of the DWRP milling and 2" cap to the CSX crossing. If we do this amount of work, construction costs and engineering should be close to \$90,000.

Bill from Traffic Improvement Association: Within the monthly bills is an invoice from the Traffic Improvement Association of Michigan for \$2,800. TIA has always provided helpful analysis and evaluation of various streets and other project studies for the City. This represents our annual membership for 2014.

Sign Ordinance: The City Planner has requested that the revised sign ordinance be placed on the Council agenda for January 27, 2014 meeting.

Public Housing Assessment System Report: Enclosed for your review is the Public Housing Assessment System score report for the period ending June 30, 2013. This report indicates that our Housing Commission was a high performer for the period. Congratulations to the Housing Commission.

REVENUE REPORT
FINANCIAL REPORT FOR DEC 2013

City of South Lyon

For the Period: 7/1/2013 to 12/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Revenues							
Dept: 000.000							
402.000 REAL PROPERTY TAX	3,297,159.00	3,297,159.00	3,155,430.23	6,703.80	0.00	141,728.77	95.7
423.000 SOUTH LYON WOODS TAX	930.00	930.00	869.50	79.50	0.00	60.50	93.5
444.000 PAYMENT IN LIEU OF TAXES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
446.000 PENALTIES AND INTEREST	28,000.00	28,000.00	5,773.94	5,773.94	0.00	22,226.06	20.6
451.000 BUILDING PERMITS	56,000.00	56,000.00	38,446.65	601.75	0.00	17,553.35	68.7
452.000 HEATING & PLUMB. REFG. PERMIT	0.00	0.00	12,914.00	1,597.00	0.00	-12,914.00	0.0
453.000 ELECTRICAL PERMITS	0.00	0.00	8,457.00	381.00	0.00	-8,457.00	0.0
454.000 LICENSES & BUSINESS MISC.	0.00	0.00	2,787.00	60.00	0.00	-2,787.00	0.0
570.000 STATE SHARED REV.	897,000.00	897,000.00	310,893.80	0.00	0.00	586,106.20	34.7
600.000 BOARD OF APPEALS	0.00	0.00	600.00	0.00	0.00	-600.00	0.0
630.000 ADMIN FEE PROPERTY TAX	93,600.00	93,600.00	86,378.01	171.93	0.00	7,221.99	92.3
634.000 GRAVE OPENINGS & FOUNDATIONS	30,000.00	30,000.00	14,570.00	1,695.00	0.00	15,430.00	48.6
642.000 POLICE	0.00	0.00	15,949.40	706.84	0.00	-15,949.40	0.0
661.000 PARKING VIOLATION	5,600.00	5,600.00	920.00	150.00	0.00	4,680.00	16.4
662.000 LOCAL COURT FINES	19,500.00	19,500.00	3,111.13	0.00	0.00	16,388.87	16.0
664.000 INTEREST	9,500.00	9,500.00	1,331.99	0.00	0.00	8,168.01	14.0
664.200 PARK AND REC. INTEREST	0.00	0.00	138.10	0.00	0.00	-138.10	0.0
665.200 INTEREST-TRANSFER FROM C&S	0.00	0.00	1,107.30	0.00	0.00	-1,107.30	0.0
666.000 INTEREST-EQUALIZ. & CONTINGENCY	0.00	0.00	152.32	0.00	0.00	-152.32	0.0
668.200 RENTS AND ROYALTIES-CABLE	90,000.00	90,000.00	68,952.54	1,100.00	0.00	21,047.46	76.6
668.300 LEASE--ANTENNA	46,000.00	46,000.00	21,169.38	400.00	0.00	24,830.62	46.0
668.400 RENTAL PROPERTIES	9,000.00	9,000.00	4,394.64	1,464.88	0.00	4,605.36	48.8
669.209 CONTRIBUTION-PERPETUAL CARE	97,200.00	97,200.00	37,356.79	0.00	0.00	59,843.21	38.4
676.005 CONTRIBUTION TO PARKS & REC	0.00	0.00	28.00	0.00	0.00	-28.00	0.0
698.000 MISCELLANEOUS	210,000.00	210,000.00	74,735.04	21,595.09	0.00	135,264.96	35.6
698.800 GRANT MONIES-POLICE DEPT.	15,428.00	15,428.00	0.00	0.00	0.00	15,428.00	0.0
699.000 TRANSFERS IN	25,878.00	25,878.00	0.00	0.00	0.00	25,878.00	0.0
Dept: 000.000	4,933,795.00	4,933,795.00	3,866,466.76	42,480.73	0.00	1,067,328.24	78.4
Revenues	4,933,795.00	4,933,795.00	3,866,466.76	42,480.73	0.00	1,067,328.24	78.4

EXPENDITURE REPORT
 FINANCIAL REPORT FOR DEC 2013

City of South Lyon

For the Period: 7/1/2013 to 12/31/2013

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 101 - GENERAL FUND

Expenditures

ADMINISTRATION	1,014,095.00	1,014,095.00	642,717.47	66,885.11	0.00	371,377.53	63.4
CEMETERY	97,200.00	97,200.00	42,864.86	2,119.43	0.00	54,335.14	44.1
SENIOR TRANSPORTATION	67,007.00	67,007.00	22,336.00	5,584.00	0.00	44,671.00	33.3
POLICE	2,349,242.00	2,349,242.00	1,078,855.17	180,201.88	0.00	1,270,386.83	45.9
FIRE	492,905.00	492,905.00	241,719.32	31,977.86	0.00	251,185.68	49.0
AMBULANCE	2,575.00	2,575.00	301.71	0.00	0.00	2,273.29	11.7
DEPT. OF PUBLIC WORKS	634,075.00	634,075.00	340,221.18	39,247.67	0.00	293,853.82	53.7
PARKS AND RECREATION	126,475.00	126,475.00	54,045.63	2,361.61	0.00	72,429.37	42.7
HISTORICAL DEPOT	29,800.00	29,800.00	11,216.89	807.75	0.00	18,583.11	37.6
CULTURAL ARTS	6,501.00	6,501.00	5,179.29	0.00	0.00	1,321.71	79.7

Expenditures	4,819,875.00	4,819,875.00	2,439,457.52	329,185.31	0.00	2,380,417.48	50.6
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EXPENDITURE REPORT
FINANCIAL REPORT FOR DEC 2013

City of South Lyon

For the Period: 7/1/2013 to 12/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 202 - MAJOR STREETS							
Expenditures							
ACCOUNTANT	3,200.00	3,200.00	3,500.00	0.00	0.00	-300.00	109.4
STREET-ROUTINE MAINT.	165,960.00	165,960.00	54,958.76	5,987.95	0.00	111,001.24	33.1
TRAFFIC SERVICES	14,600.00	14,600.00	4,194.34	1,354.53	0.00	10,405.66	28.7
SNOW PLOWING	78,550.00	78,550.00	17,828.01	8,448.82	0.00	60,721.99	22.7
SNOW REMOVAL	3,700.00	3,700.00	75.71	0.00	0.00	3,624.29	2.0
TRANSFER BETWEEN FUNDS	89,000.00	89,000.00	0.00	0.00	0.00	89,000.00	0.0
STORM SEWER	7,400.00	7,400.00	3,188.83	365.36	0.00	4,211.17	43.1
Expenditures	362,410.00	362,410.00	83,745.65	16,156.66	0.00	278,664.35	23.1

Fund: 203 - LOCAL STREETS							
Expenditures							
ACCOUNTANT	3,200.00	3,200.00	3,500.00	0.00	0.00	-300.00	109.4
STREET-ROUTINE MAINT.	154,770.00	154,770.00	52,023.64	5,971.94	0.00	102,746.36	33.6
TRAFFIC SERVICES	8,200.00	8,200.00	1,437.03	107.90	0.00	6,762.97	17.5
SNOW PLOWING	74,350.00	74,350.00	15,771.48	7,585.07	0.00	58,578.52	21.2
STORM SEWER	13,600.00	13,600.00	2,709.15	195.83	0.00	10,890.85	19.9
Expenditures	254,120.00	254,120.00	75,441.30	13,860.74	0.00	178,678.70	29.7

EXPENDITURE REPORT
 FINANCIAL REPORT FOR DEC 2013

City of South Lyon

For the Period: 7/1/2013 to 12/31/2013

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 592 - WATER & SEWER

Expenditures

WATER/SEWER CONSTRUCTION	1,647,000.00	1,647,000.00	933,870.31	62,909.94	0.00	713,129.69	56.7
WATER / REPAIR	148,000.00	148,000.00	58,322.39	4,591.54	0.00	89,677.61	39.4
SEWER / REPAIR	122,000.00	122,000.00	44,662.22	4,648.53	0.00	77,337.78	36.6
REFUSE COLLECTION	481,000.00	481,000.00	241,680.74	40,319.84	0.00	239,319.26	50.2
WATER	897,795.00	897,795.00	742,049.13	91,301.17	0.00	155,745.87	82.7
WASTEWATER	1,144,920.00	1,144,920.00	844,807.18	135,660.23	0.00	300,112.82	73.8

Expenditures

4,440,715.00 4,440,715.00 2,865,391.97 339,431.25 0.00 1,575,323.03 64.5

December 2013 Payroll Report								
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Administration								
Badarak, A.	17.6900	160.00		\$ 2,830.40	\$ -		\$ 2,830.40	
Cook, R.	80.0000	105.00		\$ 8,400.00			\$ 8,400.00	
Deaton, L.				\$ 4,538.48			\$ 4,538.48	
Delaney, K.	22.0000	112.50		\$ 2,475.00			\$ 2,475.00	
Lundy, P.	10.0000	72.00		\$ 720.00			\$ 720.00	
Mosier, L.				\$ 4,222.88			\$ 4,222.88	
Parzuchowski, S.	15.8100	136.00		\$ 2,150.16	\$ -		\$ 2,150.16	
Schulz, P.	17.0000	48.00		\$ 816.00			\$ 816.00	
TOTAL: Administration		633.50	0.00	\$ 26,152.92	\$ -	\$ -	\$ 26,152.92	
Police								
Baaki, D.	33.6934	168.00	19.00	\$ 5,660.49	\$ 982.19		\$ 6,642.68	
Baker, A.	30.7398	168.00	18.00	\$ 5,164.31	\$ 838.98		\$ 6,003.29	
Baker, J.	33.6934	168.00	19.50	\$ 5,660.49	\$ 1,003.23		\$ 6,663.72	
Barbour, R.	30.7398	168.00	29.50	\$ 5,164.33	\$ 1,372.93		\$ 6,537.25	
Brooks, T.	30.7398	168.00	21.00	\$ 5,164.26	\$ 978.87		\$ 6,143.13	
Collins, L.				\$ 6,717.48			\$ 6,717.48	
Dowdell, E.	10.0000	86.00		\$ 860.00			\$ 860.00	
Faught, C.	33.6934	168.00	13.50	\$ 5,660.49	\$ 692.03	\$ 1,000.00	\$ 7,352.52	
Forgacs, M.	15.8900	15.00		\$ 238.35			\$ 238.35	
Hoydic, S.	33.6934	160.00		\$ 5,390.94	\$ -		\$ 5,390.94	
Krettlin, F.	15.8900	15.00		\$ 238.35			\$ 238.35	
Laraway, P.	15.8900	15.00		\$ 238.35			\$ 238.35	
Raap, T.	30.7398	168.00	17.00	\$ 5,164.29	\$ 791.21		\$ 5,955.50	
Regentik, C.	17.6900	160.00		\$ 2,830.40			\$ 2,830.40	
Sederland, C.	30.7398	160.00	19.50	\$ 4,918.37	\$ 908.93		\$ 5,827.30	
Sovik, C.	35.8889	160.00	16.00	\$ 5,742.22	\$ 879.80		\$ 6,622.02	
Sroufe, T.	30.7398	160.00	2.50	\$ 4,918.42	\$ 116.54		\$ 5,034.95	
Stevens, T.	30.7398	160.00	31.00	\$ 4,918.44	\$ 1,438.36		\$ 6,356.80	
Tomanek, J.	30.7398	160.00	22.00	\$ 4,918.38	\$ 1,025.52		\$ 5,943.89	
Walton, T.	30.7398	168.00	9.50	\$ 5,164.31	\$ 442.15		\$ 5,606.47	
Wilcox, W.	11.3300	26.00		\$ 294.58			\$ 294.58	
Wilcox, W.	15.8900	9.00		\$ 143.01			\$ 143.01	
Witrock, M.	30.7398	168.00	28.00	\$ 5,164.37	\$ 1,299.14		\$ 6,463.51	
Total: Police		2798.00	266.00	\$ 90,334.61	\$ 12,769.87	\$ 1,000.00	\$ 104,104.50	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Fire								
Achatz, R.	13.0000	14.75		\$ 191.75			\$ 191.75	
Armstrong, C.	16.0000	53.50		\$ 856.00			\$ 856.00	
Bromley, E.	10.0000	16.00		\$ 160.00			\$ 160.00	
Carlington, R.	14.0000	28.00		\$ 392.00			\$ 392.00	
Demeniuk, C.	15.0000	10.75		\$ 161.25			\$ 161.25	
Esper, T.	10.0000	11.00		\$ 110.00			\$ 110.00	
Gearns-Hazlett, J.	15.0000	13.00		\$ 195.00			\$ 195.00	
Glenn, J.	14.0000	24.00		\$ 336.00			\$ 336.00	
Glenn, R.	15.0000	49.25		\$ 738.75			\$ 738.75	
Hammon, D.	20.0000	46.25		\$ 925.00			\$ 925.00	
Hitchcock, S.	13.0000	9.75		\$ 126.75			\$ 126.75	
Johnston, D.	16.0000	95.75		\$ 1,532.00			\$ 1,532.00	
Kennedy, M.				\$ 2,076.92			\$ 2,076.92	
Kernohan, D.	10.0000	10.25		\$ 102.50			\$ 102.50	
LaCroix, L.	10.0000	93.25		\$ 932.50			\$ 932.50	
Lynn, C.	14.0000	8.25		\$ 115.50			\$ 115.50	
McGillen, T.	15.0000	15.25		\$ 228.75			\$ 228.75	
Moynihan, B.	16.0000	24.75		\$ 396.00			\$ 396.00	
Noechel, J.	18.0000	82.50		\$ 1,485.00			\$ 1,485.00	
Shekell, J.	18.0000	30.00		\$ 540.00			\$ 540.00	
Shippe, S.	14.0000	8.25		\$ 115.50			\$ 115.50	
Stanisz, D.	13.0000	5.75		\$ 74.75			\$ 74.75	
Ulrich, C.	15.0000	11.25		\$ 168.75			\$ 168.75	
Weir, M.	19.0000	52.75		\$ 1,002.25			\$ 1,002.25	
Wilson, T.	16.0000	28.75		\$ 460.00			\$ 460.00	
Total: Fire		743.00		\$ 13,422.92		\$ -	\$ 13,422.92	
D.P.W.								
Abramowicz, J.	14.9600	80.00	33.50	\$ 1,196.80	\$ 751.74		\$ 1,948.54	
Archey, Je.	22.3700	160.00	55.50	\$ 3,579.20	\$ 1,883.12	\$ 210.00	\$ 5,672.32	
Brock, R.	24.2800	160.00	25.50	\$ 3,884.80	\$ 943.50	\$ 60.00	\$ 4,888.30	
Buers, D.	22.7500	160.00		\$ 3,640.00	\$ -		\$ 3,640.00	
Cavitt, R.	20.7700	160.00		\$ 3,323.20	\$ -		\$ 3,323.20	
Dentai, F.	14.9600	136.00	60.00	\$ 2,034.56	\$ 1,346.40	\$ 210.00	\$ 3,590.96	
Jamison, M.	17.6900	160.00	2.00	\$ 2,830.40	\$ 53.82		\$ 2,884.22	
Kaska, C.	20.7700	160.00		\$ 3,323.20	\$ -		\$ 3,323.20	
Moritz, M.	20.7700	160.00	3.50	\$ 3,323.20	\$ 110.32	\$ 210.00	\$ 3,643.52	
Paver, V.	20.7700	160.00		\$ 3,323.20	\$ -		\$ 3,323.20	
Piasecki, T.	17.2600	160.00	37.50	\$ 2,761.60	\$ 970.88	\$ 150.00	\$ 3,882.48	
Total: D.P.W.		1656.00	217.50	\$ 33,220.16	\$ 6,059.77	\$ 840.00	\$ 40,119.93	
W.& W.W.								
Archey, Ju.	17.6900	160		\$ 2,830.40			\$ 2,830.40	
Beason, R.	24.2200	160	11.00	\$ 3,875.20	\$ 406.78	\$ 1,240.00	\$ 5,521.98	
Bridson, D.	24.6200	160	8.00	\$ 3,939.20	\$ 301.20	\$ 10.00	\$ 4,250.40	
Ciaramitaro, J.	23.8200	160	16.00	\$ 3,811.20	\$ 577.44	\$ 220.00	\$ 4,608.64	
Gehringer, D.	24.2200	160	9.00	\$ 3,875.20	\$ 324.99	\$ 260.00	\$ 4,460.19	
Kelly, M.	20.7700	160		\$ 3,323.20			\$ 3,323.20	
Martin, R.				\$ 6,278.60			\$ 6,278.60	
Miller, D.	27.7300	160	3.00	\$ 4,436.80	\$ 126.96		\$ 4,563.76	
Popravsky, P.	19.6200	160		\$ 3,139.20	\$ -		\$ 3,139.20	
Randall, A.	25.3200	160		\$ 4,051.20	\$ -	\$ 210.00	\$ 4,261.20	
Total: W.& W.W.		1440.00	47.00	\$ 39,560.20	\$ 1,737.37	\$ 1,940.00	\$ 43,237.57	
Grand Total		7,270.50	530.50	\$ 202,690.81	\$ 20,567.01	\$ 3,780.00	\$ 227,037.84	

Check Register Report

CHECKS WRITTEN SINCE 12/09/201

Date: 01/09/2014

Time: 10:51 am

Page: 1

The City of South Lyon

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
62752	12/12/2013	Printed		0561	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION	556.50
62753	12/12/2013	Printed		0364	DOUGLAS BAAKI	UNIFORM ALLOWANCE	250.00
62754	12/12/2013	Printed		0708	AUDRA BAKER	UNIFORM ALLOWANCE	250.00
62755	12/12/2013	Printed		1110	JARED BAKER	UNIFORM ALLOWANCE	250.00
62756	12/12/2013	Printed		3219	RONALD BARBOUR	UNIFORM ALLOWANCE	250.00
62757	12/12/2013	Printed		0465	TRACY BROOKS	UNIFORM ALLOWANCE	250.00
62758	12/12/2013	Printed		5264	BUSCH'S	SUPPLIES	20.88
62759	12/12/2013	Printed		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION	432.65
62760	12/12/2013	Printed		3935	CIB PLANNING	PLANNING CONSULTANT FEES	2,575.00
62761	12/12/2013	Printed		0059	CITY OF NOVI TREASURER	DISPATCH FEES	27,393.00
62762	12/12/2013	Printed		0859	LLOYD COLLINS	UNIFORM ALLOWANCE	250.00
62763	12/12/2013	Printed		3755	BEVERLY DIXSON	DECEMBER COUNCIL PAY	180.00
62764	12/12/2013	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	309.48
62765	12/12/2013	Printed		0317	DTE ENERGY	ELECTRIC SERVICE	22,910.92
62766	12/12/2013	Printed		1633	CHRISTOPHER FAUGHT	UNIFORM ALLOWANCE	250.00
62767	12/12/2013	Printed		2545	SEAN S. HOYDIC	UNIFORM ALLOWANCE	250.00
62768	12/12/2013	Printed		2586	GLENN KIVELL	DECEMBER COUNCIL PAY	180.00
62769	12/12/2013	Printed		1756	ERIN KOPKOWSKI	DECEMBER COUNCIL PAY	180.00
62770	12/12/2013	Printed		3398	MICHAEL KRAMER	DECEMBER COUNCIL PAY	180.00
62771	12/12/2013	Printed		9778	LEXISNEXIS	DECEMBER CONTRACT FEES	30.00
62772	12/12/2013	Printed		1509	MARTIN'S DO IT BEST	SUPPLIES FOR PD	43.08
62773	12/12/2013	Printed		4963	MICHIGAN ASSOC. OF PLANNING	MEMBERSHIP FOR PLANNING COMM	313.00
62774	12/12/2013	Printed		9978	NATIONAL ASSOCIATION OF SCHOOL	MEMBERSHIP DUES	40.00
62775	12/12/2013	Printed		1357	PITNEY BOWES	POSTAGE METER	248.40
62776	12/12/2013	Printed		5141	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTION	582.80
62777	12/12/2013	Printed		0559	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION	232.50
62778	12/12/2013	Printed		1634	TIMOTHY RAAP	UNIFORM ALLOWANCE	250.00
62779	12/12/2013	Printed		3756	JOSEPH RZYZI	DECEMBER COUNCIL PAY	180.00
62780	12/12/2013	Printed		0236	CHRISTOPHER SEDERLUND	UNIFORM ALLOWANCE	250.00
62781	12/12/2013	Printed		2405	CHRISTOPHER SOVIK	UNIFORM ALLOWANCE	250.00
62782	12/12/2013	Printed		0831	TONY SROUFE	UNIFORM ALLOWANCE	250.00
62783	12/12/2013	Printed		9800	TRAVIS STEVENS	UNIFORM ALLOWANCE	250.00
62784	12/12/2013	Printed		3975	SUNTEL SERVICES	EMERGENCY PHONE REPAIRS ETC	784.50
62785	12/12/2013	Printed		0768	JOHN TOMANEK	UNIFORM ALLOWANCE	250.00
62786	12/12/2013	Printed		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTION	2,925.00
62787	12/12/2013	Printed		1552	TEDD WALLACE	DECEMBER MAYOR PAY	220.00
62788	12/12/2013	Printed		1211	TIMOTHY WALTON	UNIFORM ALLOWANCE	250.00
62789	12/12/2013	Printed		3822	LINDSEY WEBSTER	12/9/13 COUNCIL RECORDING	50.00
62790	12/12/2013	Printed		1378	HARVEY WEDELL	DECEMBER COUNCIL PAY	180.00
62791	12/12/2013	Printed		8996	MICHAEL WITTRICK	UNIFORM ALLOWANCE	250.00
62792	12/19/2013	Printed		5291	ADVANCE URGENT CARE &	DOT PHYSICAL & DRUG SCREEN	117.00
62793	12/19/2013	Printed		5807	LANA ANDERSON	REFUND OPEN/CLOSE FEES	800.00
62794	12/19/2013	Printed		5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	17.25
62795	12/19/2013	Printed		4234	AVAYA*, INC.	WTR DEPT PHONE SYSTEM	226.26
62796	12/19/2013	Printed		1747	ANNE BADARAK	MILEAGE & PARTY SUPPLIES	131.84
62797	12/19/2013	Printed		3602	BLUE CROSS BLUE SHIELD OF MICH	BCBS PREMIUM	42,904.50
62798	12/19/2013	Printed		5264	BUSCH'S	CLEANING SUPPLIES FOR WWTP	14.37
62799	12/19/2013	Printed		0059	CITY OF NOVI TREASURER	NOVEMBER BLDG INSPECTIONS	3,469.94
62800	12/19/2013	Printed		0283	CORRIGAN OIL CO.	UNLEADED & DIESEL FUEL	5,628.97
62801	12/19/2013	Printed		3276	CUMMINS BRIDGEWAY, LLC	GENERATOR MAINTENANCE	1,059.66
62802	12/19/2013	Printed		1334	LISA DEATON	PETTY CASH REIMBURSEMENT	57.71
62803	12/19/2013	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	253.90
62804	12/19/2013	Printed		3760	FIRE SERVICE BOOKSTORE	EMT BOOK	214.00
62805	12/19/2013	Printed		3436	JOSEPH GURSKI	DECEMBER BOR PAY	50.00
62806	12/19/2013	Printed		5414	RAMONA HARRIS	DECEMBER BOR PAY	50.00
62807	12/19/2013	Printed		5184	IAFC MEMBERSHIP	MEMBERSHIP DUES	234.00

Check Register Report

CHECKS WRITTEN SINCE 12/09/201

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BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
62808	12/19/2013	Printed		3955	JOHNSON, ROSATI, SCHULTZ &	ATTORNEY FEES	9,471.00
62809	12/19/2013	Printed		3702	MICHAEL KENNEDY	REIMBURSE FOR REC. AWARDS	56.14
62810	12/19/2013	Printed		5808	KEYSTONE EVENTS MANAGEMENT	CONFERENCE-NOECHEL	170.00
62811	12/19/2013	Printed		3375	LOWE'S	XMAS LIGHTS-BAKER PARK	433.61
62812	12/19/2013	Printed		4226	BRUCE NUSSBAUM	DECEMBER BOR PAY	50.00
62813	12/19/2013	Printed		1034	OAKLAND COUNTY TREASURER	TRAILER PARK TAX	397.50
62814	12/19/2013	Printed		5364	PEOPLE'S EXPRESS	TRANSPORTATION SERVICES	5,584.00
62815	12/19/2013	Printed		0462	PETER'S TRUE VALUE HARDWARE	MISC SUPPLIES-ALL DEPTS.	775.35
62816	12/19/2013	Printed		0943	PLUMBERS SERVICE	SEWER CLEANING	684.50
62817	12/19/2013	Printed		5554	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT	1,278.69
62818	12/19/2013	Printed		0461	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT	12,079.82
62819	12/19/2013	Printed		3596	THE UPS STORE	RETURN SHIPPING FEES	319.65
62820	12/19/2013	Printed		3600	BOB TREMITIERE	REIMBURSE FOR MAINT SUPPLIES	184.26
62821	12/19/2013	Printed		1552	TEDD WALLACE	MILEAGE & PARTY GIFTS	286.28
62822	12/19/2013	Printed		3974	WFCA FIRE SERVICE BOOKSTORE	EMT-B BOOKS	87.84
62823	12/19/2013	Printed		5731	WINDSTREAM	PHONE SERVICE	1,965.08
62824	12/19/2013	Printed		3984	WOW! BUSINESS	CABLE & INTERNET SVC	112.18
62825	12/26/2013	Printed		7936	ERIC BROMLEY	REIMBURSE EMT LICENSE	110.00
62826	12/26/2013	Printed		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION	432.65
62827	12/26/2013	Printed		0058	CITY OF SOUTH LYON	WATER BILL	671.82
62828	12/26/2013	Printed		0859	LLOYD COLLINS	REIMBURSE PETTY CASH	32.90
62829	12/26/2013	Printed		3455	EMPLOYEE HEALTH INSURANCE MGMT	RX AND AGENT FEES	4,139.23
62830	12/26/2013	Printed		0557	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTION	227.25
62831	12/26/2013	Printed		3618	IPT BY BIDNET	AUCTION FEES	16.65
62832	12/26/2013	Printed		3520	METLIFE - GROUP BENEFITS	DENTAL INSURANCE	4,673.52
62833	12/26/2013	Printed		2562	POSTMASTER	WATER BILL MAILING	1,087.68
62834	12/26/2013	Printed		2084	STANDARD INSURANCE	LIFE & DISABILTY INSURANCE	3,503.48
62835	12/26/2013	Printed		0376	TRAFFIC IMPROVEMENT ASSOC.	ANNUAL MEMBERSHIP DUES	2,800.00
62836	12/26/2013	Printed		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTION	2,925.00
62837	12/26/2013	Printed		2676	WESTERN OAKLAND MUTUAL AID	ANNUAL MEMBERSHIP DUES	50.00
62838	12/26/2013	Printed		3984	WOW! BUSINESS	CABLE BOX-FIRE DEPT.	9.95
62839	12/27/2013	Printed		2440	RONALD BEASON	PAYROLL CORRECTION	50.00
62840	12/27/2013	Printed		1633	CHRISTOPHER FAUGHT	PAYROLL CORRECTION	100.00
62841	01/09/2014	Printed		5812	A.J. DESMOND & SONS	DISINTERNMENT/REINTERMENT FEE	560.00
62842	01/09/2014	Printed		5817	JEFFREY ABRAMOWICZ	REIMB CDL ROAD TEST & LICENSE	190.00
62843	01/09/2014	Printed		5384	ACCUNET WEB SERVICES	WEBSITE HOSTING	346.50
62844	01/09/2014	Printed		5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	11.50
62845	01/09/2014	Printed		5374	AT&T MOBILITY	WIRELESS PHONE SERVICE	529.93
62846	01/09/2014	Printed		4234	AVAYA*, INC.	DPW PHONE SYSTEM	17.12
62847	01/09/2014	Printed		5815	SCOTT BAKER	TAX REFUND 80.21.19.402.004	5.39
62848	01/09/2014	Printed		0035	BOOTH PATTERSON	LEGAL SERVICES	38.00
62849	01/09/2014	Printed		3835	BRICCO EXCAVATING CO.,LLC	DWRF PAY #11	42,880.86
62850	01/09/2014	Printed		5264	BUSCH'S	LAB SUPPLIES	118.86
62851	01/09/2014	Printed		3935	CIB PLANNING	PLANNING CONSULTANT FEES	2,925.00
62852	01/09/2014	Printed		0859	LLOYD COLLINS	FBINAA MEMBERSHIP ANNUAL DUES	35.00
62853	01/09/2014	Printed		0998	CONSUMERS ENERGY	GAS SERVICE	12,529.10
62854	01/09/2014	Printed		0061	RODNEY L. COOK	MILEAGE REIMBURSEMENT	252.10
62855	01/09/2014	Printed		10052	DFCU FINANCIAL	TAX REFUND 80.21.29.427.005	71.11
62856	01/09/2014	Printed		5334	DOVENMUEHLE MORTGAGE INC.	TAX REFUND 80-21-30-377-015	93.06
62857	01/09/2014	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	2,146.61

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000.000-035.000	ENGINEERIN	HUBBELL, ROTH, & CLARK, INC. SITE PLANS 12/26/13 STATEMENTS	0		01/13/2014	2,906.05
				Total		2,906.05
Dept: ADMINISTRATION						
101-200.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT ADMIN FEE-MEDICAL WRAP	0		01/13/2014	62.00
101-200.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT MEDICAL CLAIMS FUNDING	0		01/13/2014	124.90
101-200.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		01/13/2014	166.20
101-200.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		01/13/2014	157.01
101-200.000-802.000	ONGOING RE	TECH RESOURCES, INC. INTERNET REMOTE BACKUP SERVICE	0		01/13/2014	69.95
101-200.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS & RECYCLING JAN 2014	0		01/13/2014	56.86
101-200.000-820.000	COMPUTER	TECH RESOURCES, INC. NEW BACK UP DRIVE	0		01/13/2014	203.20
101-200.000-900.100	PUBLISHING	OBSERVER & ECCENTRIC NEWSPAPER LEGAL ADVERTISING	0		01/13/2014	1,238.00
101-200.000-971.100	LAND/ BEAU	BRONNER'S COMMERCIAL DISPLAY CHRISTMAS LIGHTS	0		01/13/2014	109.69
				Total ADMINISTRATION		2,187.81
Dept: CEMETERY						
101-276.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS & RECYCLING JAN 2014	0		01/13/2014	74.33
101-276.000-802.000	ONGOING RE	JOHN'S SANITATION PORTA JOHN CEMETERY	0		01/13/2014	75.00
				Total CEMETERY		149.33
Dept: POLICE						
101-300.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT ADMIN FEE-MEDICAL WRAP	0		01/13/2014	201.50
101-300.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT MEDICAL CLAIMS FUNDING	0		01/13/2014	892.31
101-300.000-740.000	OPERATING	HAWORTH INC CHAIRS FOR SQUAD ROOM	0		01/13/2014	1,434.05
101-300.000-740.000	OPERATING	MED-TECH RESOURCE INC AED PADS	0		01/13/2014	147.31
101-300.000-745.000	AMMUNITION	MICHIGAN POLICE EQUIPMENT AMMO	0		01/13/2014	1,256.00
101-300.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS & RECYCLING JAN 2014	0		01/13/2014	37.17
101-300.000-820.000	COMPUTER	TECH RESOURCES, INC. SERVER REPAIRS @ PD	0		01/13/2014	405.60
101-300.000-851.000	RADIO MAIN	COMLINK WIRELESS TECHNOLOGIES RADIO BATTERY	0		01/13/2014	281.48
101-300.000-851.000	RADIO MAIN	ITECH CHIP FOR BATTERY CONDITIONER	0		01/13/2014	45.00
101-300.000-863.000	VEHICLE MA	355, INC. OIL CHANGES FOR POLICE VEHICLE	0		01/13/2014	32.83
101-300.000-863.000	VEHICLE MA	NORM'S TOTAL AUTOMOTIVE SERVIC REPAIRS & BATTERY REPLACEMENT	0		01/13/2014	960.89
101-300.000-863.000	VEHICLE MA	355, INC. VEHICLE OIL CHANGES	0		01/13/2014	127.28
101-300.000-931.000	BUILDING M	BRIGHTON CLEANING SUPPLIES AIR NEUTRALIZER	0		01/13/2014	123.00
101-300.000-958.100	WITNESS FE	DAVID KOLOSKI MILEAGE & WITNESS FEES	0		01/13/2014	7.50
101-300.000-958.100	WITNESS FE	AMY FLAKER MILEAGE & WITNESS FEES	0		01/13/2014	8.50
101-300.000-977.000	EQUIPMENT	TECH RESOURCES, INC. POLICE DEPT SERVER PARTS	0		01/13/2014	513.83
				Total POLICE		6,474.25
Dept: FIRE						
101-335.000-721.000	UNIFORMS &	APOLLO FIRE APPARATUS REPAIR EXTRICATION GLOVES	0		01/13/2014	165.00

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Fund: GENERAL FUND						
Dept: FIRE						
101-335.000-727.000	OFFICE SUP	QUILL CORPORATION OFFICE SUPPLIES	0		01/13/2014	102.65
101-335.000-740.000	OPERATING	QUICKSILVER MARKETING SOLUTION BUSINESS CARDS-HAMMON	0		01/13/2014	39.00
101-335.000-740.000	OPERATING	AMERICAN AWARDS & ENGRAVING AWARD PLATE	0		01/13/2014	10.00
101-335.000-740.000	OPERATING	DETROIT SHIELDS FIREMAN OF THE YEAR PLAQUE	0		01/13/2014	135.00
101-335.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS & RECYCLING JAN 2014	0		01/13/2014	37.16
101-335.000-820.000	COMPUTER	TECH RESOURCES, INC. IT SUPPORT	0		01/13/2014	210.00
101-335.000-820.000	COMPUTER	TECH RESOURCES, INC. INSTALL GIGABIT SWITCH	0		01/13/2014	352.94
101-335.000-863.000	VEHICLE MA	HALT FIRE INC. AUTO EJECT CHARGER	0		01/13/2014	238.06
101-335.000-863.000	VEHICLE MA	MID AMERICAN AEL LED FLOOD LIGHTS	0		01/13/2014	150.00
101-335.000-930.000	REPAIR MAI	DOUGLASS SAFETY SYSTEMS LLC SCBA O RING	0		01/13/2014	22.00
101-335.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC SUCTION EQUIPMENT	0		01/13/2014	180.59
					Total FIRE	1,642.40
Dept: DEPT. OF PUBLIC WORKS						
101-440.000-715.100	D. BUERS F	EMPLOYEE HEALTH INSURANCE MGMT ADMIN FEE-MEDICAL WRAP	0		01/13/2014	15.50
101-440.000-715.100	D. BUERS F	EMPLOYEE HEALTH INSURANCE MGMT MEDICAL CLAIMS FUNDING	0		01/13/2014	10.00
101-440.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT ADMIN FEE-MEDICAL WRAP	0		01/13/2014	155.00
101-440.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT MEDICAL CLAIMS FUNDING	0		01/13/2014	558.01
101-440.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		01/13/2014	171.17
101-440.000-740.000	OPERATING	ANN ARBOR WELDING SUPPLY CO CYLINDER RENTAL	0		01/13/2014	76.50
101-440.000-740.000	OPERATING	GRAINGER EAR PROTECTION	0		01/13/2014	15.79
101-440.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS & RECYCLING JAN 2014	0		01/13/2014	116.81
101-440.000-863.000	VEHICLE MA	NORM'S TOTAL AUTOMOTIVE SERVIC TIRE REPAIR T-11	0		01/13/2014	25.00
101-440.000-863.000	VEHICLE MA	BADER & SONS CO. TIRE & WHEEL FOR J.D.	0		01/13/2014	239.04
101-440.000-863.000	VEHICLE MA	HAROLD'S FRAME SHOP INC. BRAKES REPAIRED T-7	0		01/13/2014	270.05
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS JUMPER CABLES	0		01/13/2014	39.99
101-440.000-935.000	NPDES PHAS	HUBBELL, ROTH, & CLARK, INC. 2013/14 STORM WATER PERMIT	0		01/13/2014	556.20
101-440.000-974.000	LAND IMPRO	BRIEN'S SERVICES, INC. TREES PLANTED (CONTRACT COMPL)	0		01/13/2014	2,381.21
					Total DEPT. OF PUBLIC WORKS	4,630.27
Dept: PARKS AND RECREATION						
101-690.000-801.000	PROFESSION	JOHN'S SANITATION PORTA JOHNS AT PARK	0		01/13/2014	360.00
					Total PARKS AND RECREATION	360.00
					Fund Total	18,350.11
Fund: MAJOR STREETS						
Dept: STREET-ROUTINE MAINT.						
202-463.000-930.000	REPAIR MAI	STONE DEPOT LEAF DISPOSAL (540 YARDS)	0		01/13/2014	810.00
					Total STREET-ROUTINE MAINT.	810.00
Dept: SNOW PLOWING						

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Fund: MAJOR STREETS						
Dept: SNOW PLOWING						
202-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		01/13/2014	3,855.54
				Total SNOW PLOWING		3,855.54
Dept: STORM SEWER						
202-491.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		01/13/2014	3,807.90
202-491.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		01/13/2014	1,248.60
				Total STORM SEWER		5,056.50
				Fund Total		9,722.04
Fund: LOCAL STREETS						
Dept: STREET-ROUTINE MAINT.						
203-463.000-930.000	REPAIR MAI	STONE DEPOT LEAF DISPOSAL (540 YARDS)	0		01/13/2014	810.00
				Total STREET-ROUTINE MAINT.		810.00
Dept: SNOW PLOWING						
203-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		01/13/2014	2,076.06
				Total SNOW PLOWING		2,076.06
Dept: STORM SEWER						
203-491.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		01/13/2014	2,050.41
203-491.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		01/13/2014	672.32
				Total STORM SEWER		2,722.73
				Fund Total		5,608.79
Fund: CAPITAL IMPROVEMENTS						
Dept: CONSTRUCTION						
401-451.000-802.300	CONSTR. CO	HUBBELL, ROTH, & CLARK, INC. LAKE ST PAVEMENT REHAB 12/26	0		01/13/2014	6,407.42
				Total CONSTRUCTION		6,407.42
				Fund Total		6,407.42
Fund: WATER & SEWER						
Dept: WATER/SEWER CONSTRUCTION						
592-452.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. WATER SYS UPGRADES DWRP	0		01/13/2014	18,012.08
				Total WATER/SEWER CONSTRUCTION		18,012.08
Dept: WATER / REPAIR						
592-540.000-740.000	OPERATING	MICHIGAN PIPE & VALVE REPAIR CLAMP	0		01/13/2014	168.65
592-540.000-930.000	REPAIR MAI	EJ USA, INC. HYDRANT REPAIR PARTS	0		01/13/2014	459.18
				Total WATER / REPAIR		627.83
Dept: SEWER / REPAIR						
592-550.000-740.000	OPERATING	MICHIGAN PIPE & VALVE COUPLING	0		01/13/2014	48.48
592-550.000-930.000	REPAIR MAI	PLUMBERS SERVICE SANITARY LINE CABLED 501 MCMUN	0		01/13/2014	198.00
592-550.000-930.000	REPAIR MAI	PLUMBERS SERVICE CABLED SANITARY LINE 138 ELM	0		01/13/2014	171.00
				Total SEWER / REPAIR		417.48
Dept: REFUSE COLLECTION						
592-555.000-818.100	REFUSE COL	DUNCAN DISPOSAL SYSTEMS, LLC JANUARY 2014 STATEMENT	0		01/13/2014	40,442.79
				Total REFUSE COLLECTION		40,442.79

INVOICE APPROVAL LIST BY FUND

Date: 01/09/2014
 Time: 10:54am
 Page: 4

City of South Lyon

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: WATER & SEWER Dept: WATER 592-556.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT ADMIN FEE-MEDICAL WRAP	0		01/13/2014	62.00
592-556.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT MEDICAL CLAIMS FUNDING	0		01/13/2014	183.91
592-556.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		01/13/2014	42.72
592-556.000-740.000	OPERATING	PRINT-TECH, INC. LEAD NOTICE LETTERS	0		01/13/2014	2,229.66
592-556.000-740.000	OPERATING	FISHER SCIENTIFIC LAB SUPPLIES	0		01/13/2014	46.40
592-556.000-740.000	OPERATING	ARBOR SPRINGS WATER CO., INC. LAB SUPPLIES	0		01/13/2014	13.12
592-556.000-740.000	OPERATING	ELHORN ENGINEERING COMPANY PHOSPHATE	0		01/13/2014	2,162.00
592-556.000-740.000	OPERATING	GRAINGER BLOWER EXHAUST FAN & WTP PHONE	0		01/13/2014	71.82
592-556.000-740.000	OPERATING	GRAINGER REPLACE MULTIMETER TEST LEADS	0		01/13/2014	24.35
592-556.000-740.000	OPERATING	GRAINGER AIR COMPRESSOR PRESSURE SWITCH	0		01/13/2014	20.88
592-556.000-740.000	OPERATING	HACH COMPANY LAB SUPPLIES	0		01/13/2014	280.47
592-556.000-740.000	OPERATING	HACH COMPANY PHOSPHATE METER	0		01/13/2014	460.47
592-556.000-740.000	OPERATING	HACH COMPANY LAB SUPPLIES	0		01/13/2014	135.69
592-556.000-740.000	OPERATING	PARAGON LABORATORIES, INC. COPPER & LEAD TESTING	0		01/13/2014	60.00
592-556.000-740.000	OPERATING	PARAGON LABORATORIES, INC. WATER ANALYSIS	0		01/13/2014	630.00
592-556.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS & RECYCLING JAN 2014	0		01/13/2014	47.80
592-556.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS VEHICLE CLEANER	0		01/13/2014	13.58
592-556.000-970.000	CAPITOL IM	BADGER METER INC. METER BODIES & METER HEAD	0		01/13/2014	2,181.61
				Total WATER		8,666.48
Dept: WASTEWATER 592-557.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT ADMIN FEE-MEDICAL WRAP	0		01/13/2014	93.00
592-557.000-716.000	HOSPITALIZ	EMPLOYEE HEALTH INSURANCE MGMT MEDICAL CLAIMS FUNDING	0		01/13/2014	275.87
592-557.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		01/13/2014	42.71
592-557.000-740.000	OPERATING	VWR INTERNATIONAL LLC LAB SUPPLIES	0		01/13/2014	339.36
592-557.000-740.000	OPERATING	BRIGHTON ANALYTICAL, INC. WW ANALYSIS	0		01/13/2014	41.25
592-557.000-740.000	OPERATING	FISHER SCIENTIFIC LAB SUPPLIES	0		01/13/2014	46.40
592-557.000-740.000	OPERATING	UTILITIES INSTRUMENTATION LIFT STA TRANSDUCER & ALARM WI	0		01/13/2014	2,040.22
592-557.000-740.000	OPERATING	ANN ARBOR WELDING SUPPLY CO CYLINDER RENTAL	0		01/13/2014	25.50
592-557.000-740.000	OPERATING	ARBOR SPRINGS WATER CO., INC. LAB SUPPLIES	0		01/13/2014	13.13
592-557.000-740.000	OPERATING	BRIGHTON ANALYTICAL, INC. WW ANALYSIS	0		01/13/2014	41.25
592-557.000-740.000	OPERATING	CARLSON-DIMOND & WRIGHT, INC. V-BELTS FOR BLOWERS	0		01/13/2014	68.72
592-557.000-740.000	OPERATING	GENERAL CHEMICAL ALUMINUM SULFATE	0		01/13/2014	5,153.80
592-557.000-740.000	OPERATING	GRAINGER BLOWER EXHAUST FAN & WTP PHONE	0		01/13/2014	196.88
592-557.000-740.000	OPERATING	GRAINGER CONTROL VALVE FUSES	0		01/13/2014	151.65
592-557.000-740.000	OPERATING	KROPP MECHANICAL SERVICE CO. REPAIR DEWATERING BLDG HEATER	0		01/13/2014	387.00
592-557.000-740.000	OPERATING	PARAGON LABORATORIES, INC. WW ANALYSIS	0		01/13/2014	180.00

INVOICE APPROVAL LIST BY FUND

Date: 01/09/2014
 Time: 10:54am
 Page: 5

The City of South Lyon

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: WATER & SEWER Dept: WASTEWATER 592-557.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS & RECYCLING JAN 2014	0		01/13/2014	47.79
592-557.000-802.000	ONGOING RE	KROPP MECHANICAL SERVICE CO. WINTER HVAC INSPECTION	0		01/13/2014	1,125.00
592-557.000-931.000	BUILDING M	UTILITIES INSTRUMENTATION LIFT STA TRANSDUCER & ALARM WI	0		01/13/2014	2,178.00
592-557.000-931.000	BUILDING M	BIOTECH AGRONOMICS INC SLUDGE REMOVAL	0		01/13/2014	15,693.75
592-557.000-931.000	BUILDING M	UTILITIES INSTRUMENTATION CALIBRATION OF FLOW METERS	0		01/13/2014	605.00
592-557.000-970.000	CAPITOL IM	BADGER METER INC. METER BODIES & METER HEAD	0		01/13/2014	2,181.61
592-557.000-970.000	CAPITOL IM	HACH COMPANY REFRIG. RAW SEWAGE SAMPLR REPL	0		01/13/2014	3,697.75
592-557.000-970.000	CAPITOL IM	UTILITIES INSTRUMENTATION FURNISH & INSTALL YAGI ANTENNA	0		01/13/2014	536.22
592-557.000-970.000	CAPITOL IM	UTILITIES INSTRUMENTATION FLOW TOTALIZERS ADDED TO SCADA	0		01/13/2014	1,520.00
Total WASTEWATER						36,681.86
Fund Total						104,848.52
Grand Total						144,936.88

The above checks have been approved for payment.

 Tedd M. Wallace, Mayor

 Lisa Deaton, City Clerk/Treasurer

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
DECEMBER 9, 2013

Mayor Wallace called the meeting to order at 7:30 p.m.

Mayor Wallace led those present in the Pledge of Allegiance to the Flag

PRESENT: Mayor Wallace

Council Members: Dixon, Kivell, Kramer, Rzyzi, Wedell,

Also Present: Chief Collins, Chief Kennedy, Department Head Martin
City Attorney Wilhelm, Clerk/Treasurer Deaton

Councilmember Kopkowski arrived at 7:35 p.m.

APPROVAL OF MINUTES

Councilman Kivell stated on page 2 it says he supported the motion for the November 13th meeting, but he was unable to attend that meeting, therefore he did not support the minutes. He further stated on page 5 the first sentence when Department Head Martin is speaking should state as follows, the lead in the water can show up from the water pipes and fixtures in people's homes.

CM 12-1-13 MOTION TO APPROVE MINUTES OF NOVEMBER 25, 2013

Motion by Wedell, supported by Dixon

Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

APPROVAL OF BILLS

CM 12-2-13 MOTION TO APPROVE BILLS

Motion by Kivell, supported by Wedell

To approve bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY
APPROVAL OF AGENDA

City Manager Cook stated he would like to add an item to the agenda under New Business for a resolution for the Knights of Columbus for a gaming license.

CM 12-3-13 MOTION TO APPROVE AGENDA

Motion by Kivell, supported by Wedell
 Motion to approve the agenda as amended

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

A resident stated he thinks the Mayor is doing a great job. How could he have been Mayor for so many years if he hasn't been doing a good job. If people have complaints about the cable television channel, people should donate money so they can get new equipment.

OLD BUSINESS

1. CDBG Program

City Manager Cook stated we were not able to have the public hearing notice published before this meeting; therefore we have to change the date. The paper came out early the week of Thanksgiving, so we could not get it publicized within the required time frame. He further stated the application is not due until January 17th, so we have time to have the public hearing at the January 13th meeting. City Manager Cook stated we only have a few options for the use of the money. We could use it for Haven, Meals on Wheels, or the Senior Center. We do not have any eligible street work we can do.

CM 12-4-13 MOTION TO SCHEDULE PUBLIC HEARING

Motion by Wedell, supported by Kopkowski
 Motion to set public hearing for CDBG for January 13, 2014

VOTE: MOTION CARRIED UNANIMOUSLY

2. Selection of Alternate for SEMCOG

Councilman Wedell stated he received an email from Susan Stefani from SEMCOG and she stated since Mr. Murphy is no longer employed with the City, we need to have someone as the alternate position.

Councilman Kramer volunteered to be the Alternate for SEMCOG

3. Cancellation of December 23rd Council Meeting

City Manager Cook stated in years past, we have always cancelled the second meeting in December due to the holidays. He is suggesting Council does that this year as well. He further stated we could always schedule another meeting if needed.

CM 12-5-13 MOTION TO CANCEL DECEMBER 23RD MEETING

Motion by Kivell, supported by Rzyzi

Motion to cancel the December 23rd Council Meeting

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Collective Bargaining Agreement Patrol Unit (July 1, 2013 – June 20, 2016)

City Manager Cook stated there were some changes that were made between our City Attorney and the Union Representative, and there was a typo on Page 24. This mirrors the agreement with the commanding officer contract. Councilman Wedell stated that he is happy to see that for the first time in years we have been able to give raises to our employees, even if it is just 1%. He further stated the employees have stuck with the City without raises for many years and he appreciates it. Councilman Kramer asked if article 25 refers to new employee's retirement only. City Attorney Wilhelm stated yes, that is laying the ground work that if the Council makes a change in the retirement, they will not have to go back and negotiate with the union again. City Manager Cook stated the hybrid is not a very good program, so we probably don't want to get involved with that, but it does give us some flexibility for change in the future.

CM 12-6-13 MOTION TO APPROVE CONTRACT WITH PATROL UNIT

Motion by Dixson, supported by Kramer

Motion to approve the contract with the Patrol Unit dated July 2, 2013-June 20, 2016

VOTE: MOTION CARRIED UNANIMOUSLY

5. Letter of Engagement from Plante Moran

City Manager Cook stated this is for the 2013-2014 audit. This just gives the annual cost for the next audit; we are already in a 5 year contract with Plante Moran. Councilman Wedell asked if this is cost is already in the 5 year contract. City Manager Cook stated he will check and let him know, but this letter is consistent with what has been given to us in the past.

CM 12-7-13 MOTION TO APPROVE THE AGREEMENT WITH PLANTE MORAN

Motion by Wedell, supported by Kivell

Motion to approve the estimated agreement with Plante Moran for the 2013 2014 Audit.

VOTE: MOTION CARRIED UNANIMOUSLY

6. Sale of Asset

Chief Collins stated the Police have title to a 2006 Kawasaki Motor Cycle that they recovered after the driver of the motorcycle fled from the Police, then abandoned the bike and ran on foot. The owner of the bike has not come forth to claim the bike, and the Police Department is now the owner. Chief Collins stated he would like to sell this on the MITN website and start with a minimum bid of \$1,000.00

CM 12-8-13 MOTION TO APPROVE THE SALE OF ASSET

Motion by Rzyzi, supported by Kopkowski

Motion to approve the sale of a 2006 Kawasaki Motor Cycle for a minimum bid of \$1,000.00

VOTE: MOTION APPROVED UNANIMOUSLY

7. South Lyon Fire Department Employee Compensation

Chief Kennedy stated the fireman de-certified and the union went offline December 1st. He further stated the last time they received any type of wage increase was in 2008. He further stated he has checked with 12 other communities on their compensation. He stated we need to stay competitive with the hourly rate; right now our employees could go elsewhere and make more money. Chief Kennedy stated this is nothing the City is bound to therefore it could be changed in the future if needed. Councilman Rzyzi read from the memo Council received from Chief Kennedy stating it costs approximately \$15,000 to train a person without any prior certification, and the estimated budget impact is \$15,000. He stated therefore it is a wash and a very good proposal to keep good employees. Councilman Kivell stated it is nice to be able to give a raise to people we depend on so much. Councilman Kivell asked if when the fire department goes for training, they get pay for travel time. Chief Kennedy stated they only get paid for time in class.

CM 12-9-13 MOTION TO APPROVE THE COMPENSATION INCREASE FOR THE SOUTH LYON FIRE DEPARTMENT

Motion by Kramer, supported by Wedell

Motion to approve the South Lyon Fire Fighters increased pay classifications

VOTE:

MOTION CARRIED UNANIMOUSLY

8. Opt-Out Act 152 of 2011

City Manager Cook stated this is a resolution to opt out of Act 152 because we will not be in compliance until 2016. City Attorney Wilhelm stated this Act mandates the limits the City can pay for employee health benefits. He stated there are two options; one is a hard cap which is a set dollar amount set by the State Department. The other option is an 80/20 split, which the City is going with. He stated the law allows us to Opt-Out, but we will have to do this every year. The City will be using a 10, 15 and 20% match, and until we reach the 20% in 2016 we have to resolve to Opt-Out until that time.

CM 12-10-13 MOTION TO OPT OUT OF ACT 152 OF 2011

Motion by Kivell, supported by Dixon

Motion to approve the resolution to opt out of Act 152 of 2011

VOTE: MOTION CARRIED UNANIMOUSLY

9. Non-Union/Administrative Employee Contribution for Medical Coverage

City Manager Cook stated this only involves two individuals and beginning in January 2014 these employees will start paying for part of their health insurance. He stated he would like Council to approve the 10% for 2014, 15% for 2015 and the full 20% for 2016 of their health insurance premium. He further stated he would like to keep everyone under one package so one group doesn't think they are getting treated better than the other.

CM 12-11-13 MOTION TO APPROVE THE

Motion by Wedell, supported by Kivell

Motion to approve the Non Union/Administrative Contribution for Medical Coverage of 10% 2014, 15% 2015 and 20% 2016.

VOTE: MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Acceptance of Donations
 - a. \$750.00 to the South Lyon Fire Department

Chief Kennedy stated the South Lyon Fire Department participated in a Chili Cook off, and they won. He stated the bragging rights exceeded the amount of the check. He stated the full check was for \$1500.00, but it was held in Lyon Township, so they decided to split the money with them.

CM 12-12-13 MOTION TO ACCEPT DONATION TO SOUTH LYON FIRE DEPARTMENT

Motion by Kopkowski, supported by Kivell

Motion to accept \$750.00 donation to South Lyon Fire Department

VOTE: MOTION CARRIED UNANIMOUSLY

1. Acceptance of Donations

b. Donations for Holiday Party

City Manager Cook stated he would like Council to accept the donations we have received for the Holiday Party. He stated he is expecting one more from Duncan Disposal.

Johnson Rosati \$500.00

HRC \$400.00

IBEX \$100

PLANTE MORAN \$200

CARMINE AVANTINI \$100.00

CM 12-13-13 MOTION TO APPROVE DONATIONS

Motion by Dixon, supported by Rzyzi

Motion to approve the donations for the Holiday Party

VOTE: MOTION CARRIED UNANIMOUSLY

2. Gaming License

Mayor Wallace stated the Knights of Columbus of South Lyon is having a charitable event February 24-27 at Vision Lanes in Westland. Gary Beasley of 320 Harvard stated this is the State Gaming Board asking them to be recognized as a charitable organization; therefore they are asking Council to recognize them as such.

CM 12-14-13 MOTION TO PASS RESOLUTION FOR CHARITABLE GAMING LICENSE

Motion by Kivell, supported by Kopkowski

Motion to recognize the Knights of Columbus as a charitable organization and pass Resolution for charitable gaming license.

VOTE: MOTION CARRIED UNANIMOUSLY

MANAGERS REPORT

12/9/13

City Manager Cook stated he spoke with Senator Stabenow's office about the Federal Aid for Pontiac Trail and getting it extended north to the limits so we can spend the whole amount of money we are entitled to. He is waiting to hear back from them.

COUNCIL COMMENTS

Council wished everyone happy holidays.

Councilman Kramer stated the next Recreation Center Meeting will be on December 16th at 7:00p.m. at Lyon Township Hall. He further stated Salem Township will have a representative there as well.

Councilman Kramer stated he is happy we hired a new DPW worker. He further stated he is happy we are able to give small raises to our employees, and at some point we need to look at offering raises to the Administrative staff as well.

Councilman Wedell stated he would like to keep up to date on the Budget Amendments. The Budget is a live working document, and we need to keep up on them.

Councilman Rzyzi stated he also is happy we have hired a new DPW worker.

Councilman Kopkowski apologized for her tardiness, she was held up at work.

Councilman Kivell stated he would like to have a discussion regarding the Cable Contract at the next meeting, as well as forming a Cable Commission.

Mayor Wallace stated regardless of the DPW being so shorthanded, the downtown was still able to get decorated. He further stated Department Head Martin was out climbing ladders and helping along with the DPW guys.

Mayor Wallace stated he would like to thank Herb Stricker of Superb Fabricating for the snowflakes that he made and donated to the downtown. He further stated he would like to thank Kim Thompson for the great Cool Yule and parade we had, as well as all the girl scouts and the Santa Clauses that came to town.

ADJOURNMENT

Motion by Kramer, supported by Kivell
Motion to adjourn the meeting at 8:15p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd Wallace Mayor

Lisa Deaton Clerk/Treasurer

MEMO

To: Mayor Wallace and Council Members
From: Rodney L. Cook, City Manager
Date: 12/18/2013
Re: CDBG Program Application for FY 14-15

The following actions are required to obtain CDBG funds:

- (1) Hold Public Hearing
- (2) Council approval of project selection and application

As indicated previously, we have a total allocation as follows:

- (1) \$27,290 for the program year for FY 14-15
- (2) \$5,869.62 in funds remaining from 2012 which need to be re-programmed into this funding cycle
- (3) Total funds available \$33,159.62

We have very limited options with respect to usage of these funds. The following are our only choices:

- (1) Funding for the Senior Center
- (2) HAVEN
- (3) Meals on Wheels
- (4) Home Improvement Loans (individual households). These applications are approved at the County level. It is my opinion that these require more time and oversight from staff than we are currently able to provide.

These are basically the activities available to the City since we have no geographic area within the City where funds can be used. Therefore I am suggesting the following:

- (1) Appropriate \$30,659.62 to the Senior Center.
- (2) Appropriate \$2,500 to HAVEN.
- (3) With respect to Meals on Wheels, I recommend that we provide general fund revenues for the annual \$5,000 contribution to this program. This will simplify the process for the City and Western Oakland County Meals on Wheels because payment can be made faster and we don't need to wait for reimbursements.

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2013**

City of South Lyon
Municipality

South Lyon Community School District
Service Agency

Effective Date: **May 1, 2013** Ending Date: **April 30, 2015**

This contract shall be effective for 2 year(s) from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: 2013 Account Name: 731696

Total CDBG Dollar Amount of Contract: \$ 19,103.00

Section I. AGREEMENT

This contract is made this day, 1/13/2014, between _____ **South Lyon Community School District** _____,
(Name of Service Agency)

hereinafter designated as the "Service Agency", having its principal office at _____ **1000 N.
Lafayette, South Lyon, Michigan 48178** _____

(Service Agency Address)

and, _____ **City of South Lyon** _____, hereinafter designated as the "Municipality",
(Name of Municipality)

having its principal office at _____ **335 S. Warren Street, South Lyon, Michigan 48178** _____.
(Municipality Address)

*****Section II. PURPOSE**

A) The purpose of this contract shall be: **(Detail description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed):**

To provide Senior Center access fees for City residents at the South Lyon Center for Active Adults at a unit of measure not to exceed \$48.44 per senior. The 2013 operating budget is as follows:

Operating expense:	\$99,792.19
Total membership:	2,139
Unit of measure:	46.65
City membership:	1,114
Program year amount:	51,972.18

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility. *Number of people: 1,114 senior resident members*

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.

B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.

C) Provide the Municipality invoices for services rendered based on actual costs.

D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.

E) Provide management and personnel to adequately perform the services prescribed by this agreement.

F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.

G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.

H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount of \$ 19,103.00.

B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.

Section V. COMPLIANCE

A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.

- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)

- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
 The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: _____ Name: _____

Representative Name: _____ Representative Name: _____

Phone #: _____ Phone #: _____

Email Address: _____ Email Address: _____

Address: _____ Address: _____

IRS #: _____

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY

MUNICIPALITY

Name: _____	Name: _____
Officer Name: _____	Officer Name: _____
Officer Title: _____	Officer Title: _____
Signature: _____	Signature: _____
Witnessed: _____	Witnessed: _____
Date: _____	Date: _____

AGREEMENT FOR A COMMERCIAL CABLE STATION

This Agreement is entered into January 13, 199~~8~~⁹, by the City of South Lyon and Roger L. Heiple, d/b/a South Lyon Communications (SLC) under the laws of the State of Michigan.

GENERAL PROVISIONS

1. SLC will operate a cable television station within the city limits of South Lyon on Channel 15, the assigned local origination channel for the City of South Lyon on Horizon Cable System (a City of South Lyon franchised cable system).

2. SLC is a profit making organization, engaged primarily in the business of management, promotion, production of local cable programming. The City of South Lyon agrees to provide its dedicated local channel and use of its broadcasting equipment in exchange for production and cablecasting of municipal programs.

3. The purpose of this Agreement is to set forth the terms and conditions under which SLC and the City of South Lyon shall establish rules and regulations governing the operation of the local origination channel.

ADMINISTRATION

4. SLC Will provide all the staff necessary to operate the station. The Program Director will make all decisions regarding the production and transmission of programming and shall report directly to the owner of SLC. Personnel necessary to operate, produce, and broadcast local events and programs shall be the sole responsibility of SLC.

PRODUCTION AND BROADCAST FACILITIES

5. SLC shall, at its expense, maintain an office and studio within South Lyon.

CABLECASTING

6. SLC shall schedule all programming and shall provide the City of South Lyon, public information announcements, coverage of City meetings, coverage of public hearings, and production or assistance in production of programs of City Departments. The City of South Lyon may create its own program library by purchasing the tapes of these programs for the cost of the materials involved.

EQUIPMENT

7. SLC shall provide all equipment necessary to produce and broadcast programs except for the following: modulator, character generator, and program for the generator. Other City video equipment shall be stored and provided to residents in accordance with rules to be established by the South Lyon City Council.

QUALITY STANDARDS

8. All videotapes supplied for airing will be on 1/2 inch (VHS) tape or 8 mm tape and must be of such quality that the standard time base corrector used will accept the signal. Program source shall only be the City of South Lyon or SLC. All videotape and program materials will be evaluated for content based upon FCC guidelines and regulations, and professional standards reflecting community standards. Prohibited from broadcast shall be material which includes obscene, indecent, libelous, and inflammatory material which may be

prohibited by rules established by the City of South Lyon, (violation of this rule may subject the user to criminal liability under Federal laws, Title 18, U.S.C., Section 1464, FCC-76-215).

COMMERCIAL REVENUE

9. The major source of revenue for operation of SLC shall be sale of advertising, and the City of South Lyon shall have no financial responsibility for the operation of the station. The City of South Lyon shall authorize SLC as the exclusive operator of the channels dedicated to public use within the franchised cable system originating from within South Lyon.

LEASE PERIOD

10. This Lease Agreement shall be effective for a period of five (5) years from the date entered above. Thereafter, this Agreement shall be renewed annually for one (1) year periods unless terminated in writing by either party. This Lease Agreement may, at the option of the City of South Lyon, be cancelled on thirty (30) days written notice upon failure of SLC to program reasonable coverage of municipal events; failure to meet public needs; or failure to utilize Channel 15 for local interest broadcasting.

RELATIONSHIP BETWEEN SLC AND THE CITY OF SOUTH LYON

11. In no event, shall this Agreement be construed as a joint venture or partnership between the parties. It is expressly understood that SLC is an independent organization and is in no way associated with the City of South Lyon and has no authority to represent, act for or on behalf of the City, or to bind the City to any contract or in any other manner, or to represent that it has any of the foregoing authority without the express approval in writing of the City of South Lyon.

PROGRAMMING GOALS

12. SLC will operate an 18 hour character generation service and provide a channel service when taped or live programming is unavailable. The channel should be producing a minimum of three to five hours of local programming each month. A higher level of local programming and live coverage will be produced as the development take place. Use of local talent and labor is a primary goal.

13. This Agreement constitutes the entire agreement between the parties and no oral modifications or additions hereto shall be binding. However, it is expressly understood and agreed upon by both parties that this Agreement and the terms and conditions set forth herein may be modified or amended as necessary to conform to any new channel utilization rules or regulations as created by the City of South Lyon. No verbal statements of the parties shall be considered a modification of this Agreement, and the terms of this Agreement shall not be extended or changed except by a written document signed by both parties expressly stating that it is modifying the terms and setting forth new terms.

14. The SLC broadcasting lease may not be sold or assigned without permission of the City of South Lyon.

15. Any citizen or organization having an objection or dispute relative to the operation of Channel 15 shall first appeal to the Program Director of SLC. In the event a satisfactory resolution is not achieved, the grievance may be submitted to the City Manager of the City of South Lyon.

IN WITNESS WHEREOF, the parties have affixed their signatures in order that this Agreement may become effective as of the day and year first above written.

WITNESSES:

Deborah J. Stein

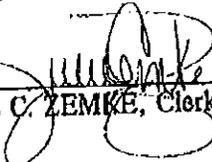
Josephine Lortone

SOUTH LYON COMMUNICATIONS
(SLC)

By: 
ROGER L. WEIPLE, Owner

THE CITY OF SOUTH LYON

By: 
JEFFREY L. POTTER, Mayor

By: 
JULIE C. ZEMKE, Clerk

vrosetsl-heiple.agm

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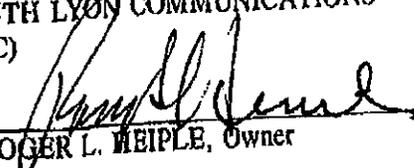
IN WITNESS WHEREOF, the parties have affixed their signatures in order that this Agreement may become effective as of the day and year first above written.

WITNESSES:

Deborah J. Steini

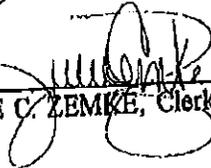
Josephine Lortine

SOUTH LYON COMMUNICATIONS
(SLC)

By: 
ROGER L. HEIPLE, Owner

THE CITY OF SOUTH LYON

By: 
JEFFREY L. POTTER, Mayor

By: 
JULIE C. ZEMKE, Clerk

rose\sl-heiple.sgm

MEMO

To: Mayor Wallace and Council Members
From: Rodney L. Cook, City Manager
Date: December 30, 2013
Re: City Manager Search

Enclosed for your review are the following:

- (1) Background and resume for MML consultant Joyce A. Parker
- (2) Executive Search Letter of Agreement with MML – action required and signed by the Mayor
- (3) Copy of advertisement to be posted

Joyce Parker has indicated that she can meet with Council on the following dates:

- (1) Thursday, January 16th at 7:30 pm
- (2) Saturday, January 18th at 11:00 am or thereabouts

Council needs to authorize the agreement so that I can e-mail it to the League on January 14, 2014. Thereafter, Ms. Parker will advertise in the appropriate publications for a period of 30 days. Evaluation of resumes will take place between February 15, 2014 and March 10, 2014. I would expect that Ms. Parker will provide more detail and information on the process including how she plans to screen applicants, etc.



michigan municipal league

Better Communities.
Better Michigan.

1675 Green Road
PO Box 1487
Ann Arbor, MI 48106-1487

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

December 9, 2013

Attn: Mr. Rod Cook
Mayor Tedd Wallace and Council Members
City of South Lyon
335 S. Warren St.
South Lyon, MI 48178-1317

RE: Executive Search Letter of Agreement

Dear Mayor Wallace and Council Members:

The Michigan Municipal League is proud to offer the City of South Lyon an incomparable level of professional service at a very competitive rate. If you have any questions or concerns before executing this agreement, please don't hesitate to contact me.

This letter of agreement incorporates our standard search process which includes the following tasks:

1. Hold initial work session with Council to identify priorities and complete the candidate profile process, and to confirm recruitment strategy, timeline and other project details.
2. Develop complete candidate and position profiles, create recruitment brochure and prepare advertising language.
3. Place ads as well as direct email, social network postings and personal contacts to prospective candidates.
4. Receive and screen applicants against established priorities.
5. Perform preliminary reference checks (NOT background investigation; this is done later in the process).
6. Present complete applicant analysis and recommend the best qualified applicants to invite for interview.
7. Facilitate interview process. (Typically one interview is sufficient, if a second is required there is no additional professional fee, but the added cost of travel will be incurred.)
8. Coordinate background investigation of final candidate(s). (This is done using a third party vendor and the cost of investigation is billed at actual cost as a project expense.)
9. Assist in negotiating a contract with selected candidate.
10. Complete search close-out activities.

The professional fee to provide the executive search presented here, which may include up to three meetings with the facilitator, will not exceed \$10,000. Project expenses are additional, and will be billed at actual cost.

If the city should determine it has an interest in additional activities such as targeted outreach to stakeholder groups and/or a facilitated meet-and-greet not contained herein, please contact me as soon as practical and the League will amend this Agreement accordingly.

If you have any outstanding questions, please do not hesitate to contact me.

The League welcomes the opportunity to assist the city in this most important process.

Sincerely,

Sent via Email

Caroline Weber Kennedy
Manager, Field Operations
Executive Search Administrator
906.428.0100 direct
989.430.5599 cell

* * * * *

Please provide signature below to formally engage the League to conduct an executive search:

FOR THE CITY OF SOUTH LYON, MICHIGAN:

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

FOR THE MICHIGAN MUNICIPAL LEAGUE

AUTHORIZED SIGNATURE: *CKennedy (via email)*

TITLE: MANAGER OF FIELD OPERATIONS

DATE: 12-9-13

Municipalit Pop	Position	Gov	Reg	County	F/P/C	#	Min
Fenton	11756	City Manag	HRC	1 Genesee	F	1	
South Lyon	11327	City Manag	HRC	1 Oakland	F	1	0
Sturgis	10994	City Manag	HRC	2 Saint Josep	F	1	0
Coldwater	10945	City Manag	HRC	2 Branch	F	1	
East Grand	10694	City Manag	HRC	3 Kent	F	1	81569
Big Rapids	10601	City Manag	HRC	3 Mecosta	F	1	86526
Grand Havn	10412	City Manag	HRC	3 Ottawa	F	1	88993

Max	Act	Basis	Add \$	Basis	Car	Basis	Compare?	Contract?
	0	88500				350	Month	
	0	90395				350	Month	N
	0	101270				450	Month	N
	0	107100				4500	Year	N
115864	115864	Year				6000	Year	N
103314	97379	Year						N
110748	110748	Year		0		4500	Year	N



Benefit Un. Other
Info
Non-Union

Non-Union
Non-Union
Non-Union

Joyce A. Parker

ICMA Credentialed City Manager



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- [About](#)
- [Accomplishments »](#)
- [Contact](#)
- [Recognitions](#)
- [The Municipal Group](#)
- [In The Media](#)

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About



Joyce A. Parker is an ICMA-credentialed manager, and has worked in city management in several communities in the State of Michigan and Illinois. She has worked as a City Manager, Assistant City Manager or Township Manager for Jackson, Saginaw, Inkster and Buena Vista Charter Township in Michigan. She has also served as a City Manager for Elgin, Illinois.

In this capacity, Ms. Parker developed and managed budgets up to \$250 million and organizations up to 800 employees. Under her leadership, and with the cooperation of City government and the community, these suburban and urban cities have experienced rapid growth and development.

Joyce Parker is currently the President and CEO of the Municipal Group. The Group provides consulting services such as organizational assessments, recruitment, community and economic development, and personnel and interim staff services.

Joyce is currently a State-appointed Emergency Manager for the City of Ecorse, Michigan, as well as the Emergency Manager for the City of Allen Park, Michigan. She was previously the Emergency Manager for the City of Highland Park School District.

Ms. Parker has a Bachelor's Degree in Business Administration from Kent State University and a Master's Degree of Public Administration from the University of Michigan.

She is a member of such clubs and organizations as the Business Professional Women's Club, Michigan Local Government Management Association, and the International City County Management Association. She has received several awards, including the Susan B. Anthony Award for YMCA and the Spirit of Saginaw Award from the Saginaw County Chamber of Commerce.

In October of 2012, Joyce was featured in Crain's Business Review Newsmakers of the Year.

>>Click here to view Joyce Parker's Resume<<

Contact Joyce

Need to get a hold of Joyce? Head on over to her contact page to send her a message, or give her a call at 734-730-9526.

Please send all correspondence to:

Joyce Parker

P.O. Box 3086, Ann Arbor, MI 48106

Search for:

Search

© 2012 Joyce A. Parker | Designed by Kentaro

JOYCE A. PARKER
P.O. Box 3086
Ann Arbor, Michigan 48103
(734) 730-9526
Email: joyce_parker@msn.com

CAREER SUMMARY

An experienced administrator in City Management for full service communities in the States of Michigan and Illinois. Developed and managed budgets up to \$250 million and organizations up to 800 employees. Diversified experience included the management of suburban and urban cities and charter townships with rapid growth and development. I am also an ICMA Credentialed City Manager with the International City/County Management Association.

EXPERIENCE

December 2002- Present PRESIDENT & CEO
The Municipal Group

Responsible for marketing, promotion, consulting and general administration for The Municipal Group. The group provides consulting services, organizational assessments, recruitment and training services, community and economic development support services, personnel and interim staff services to cities, townships, and counties. Recent clients include the City of Flint and Inkster, Monroe County Road Commission, the Michigan Township Association, the Michigan Municipal League, and the State of Michigan. The group is currently under contract with the State of Michigan providing services as an Emergency Financial Manager for a Michigan City.

September 2004- October 2008 CITY MANAGER
City of Inkster, Michigan (population 32,000)

230 employees; \$50 million budget; full service City including water, wastewater treatment, public safety and senior services.

- Directly responsible for planning and construction of a \$3 million city hall and for planning construction for an \$8 million police and district court facility.
- Oversaw the construction of 34 miles of local and major street construction funded with \$50 million from dedicated millage, special legislative allocations, and annual state and federal funds.

- Responsible for the Coordination and Implementation of a Downtown Development and Riverfront Development Plan.
- Provided staff recommendations and implementation regarding a 635 acre, upscale subdivision built on property annexed by the City.
- Negotiated development agreements for several housing, and industrial developments in the City.
- During my tenure with the City, the crime rate was substantially reduced.

**February 1992- CITY MANAGER/ASSISTANT CITY MANAGER
November 1997 City of Saginaw, Michigan (population 69,700)**

Responsible for the operation of a full service city with 800 employees and a budget of \$100 million. Also served the City as Assistant City Manager for Employee Services and Assistant City Manager for Special Services.

- Responsible for the development of a Downtown Development Plan and the implementation of the plan. The plan included a target area in the downtown for retail, commercial and housing development.
- During my tenure with the City of Saginaw, the City was faced with serious financial problems. As City Manager, I was responsible for creating a Financial Advisory Committee that included the public and staff, to address the financial condition of the City. As a result of this effort, a deficit in the amount \$5 million was eliminated within two years. The City had a \$1.8 million fund balance at the end of the two year period.
- Was responsible for developing and implementing a re-organization plan for the City. The plan resulted in savings and organizational efficiencies for the City resulting from reclassifying, combining and eliminating positions. The reorganization was also based on a reassessment of services provided by the city.

**February 1989- TOWNSHIP MANAGER/PERSONNEL MANAGER
February 1992 Buena Vista Charter Township, Saginaw Michigan**

A full service Charter Township with a population of 12,728; total budget of \$15 million and 65 employees. Services provided included police, fire, water, wastewater treatment, community development, zoning, code enforcement, parks and recreation, budget and accounting, information management, personnel and labor relations.

- Had oversight responsibility for renovation of township hall over a six month period. Renovation occurred while township services were taking place in the building.

February 1979- ASSISTANT CITY MANAGER
February 1989 City of Jackson, Michigan (population 39,200)

Assisted with preparation, monitoring of city budget totaling \$25 million, purchasing and information management departments. Served as Acting City Manager in the absence of the City Manager. Provided staff services to the City Commission and served as Director and staff for the Human Relations Commission. During the initial seven years with the City, I worked in the Department of Community Development as Financial Analyst and later as an Administrative Analyst for the City. Duties included direct responsibility for federal and state funded programs and economic development projects.

- Worked with the City Manager and a diverse group of residents and businesses to compete for the All America City Award.
- Worked with the City of Jackson and United Way of Jackson County to develop a needs assessment that was used to identify the allocation of federal, state and local grants to non profit organizations.
- Conducted a Cost Allocation and User Fee Study that was used to establish rates for Enterprise Funds and to determine the full cost of providing city services.

EDUCATIONAL BACKGROUND

1991-1993	Master of Public Administration University of Michigan	Flint/Ann Arbor Michigan
1971-1974	BBA in Marketing Kent State University	Kent, Ohio

CLUBS, ORGANIZATIONS and AWARDS

- Business and Professional Women's Club
- Michigan Local Government Management Association
- Rotary International
- International City/County Management Association
- President of the Elnora V. Moorman Community Help Center
- 1985 Recipient of the Susan B. Anthony Award from the YMCA
- 1990 Recipient of the Business and Professional Women Club's Woman of the Year Award
- 1996 Recipient of the Spirit of Saginaw Award from the Saginaw County Chamber of Commerce

References for Joyce A. Parker

Gary L. Loster, Former Mayor, City of Saginaw
2502 Van Etten Street
Saginaw, Michigan
989-754-5249

Edward J. Kurtz, Former Emergency Financial Manager, City of Flint
Chairman, Baker College
2257 Emerald Wood Trail
Flushing, Michigan
810-720-3557

Darnell Earley, City Manager
City of Saginaw
1315 South Washington Avenue
Saginaw, Michigan
517-204-6178

Reverend Thomas J. London
Tabernacle Baptist Church
Saginaw, Michigan
989-992-5797

Snowden, Administrative Assistant
City of Saginaw
1315 South Michigan Avenue
Saginaw, Michigan
989-759-1400

Ernest Hendricks, Former Mayor Pro Tem
City of Inkster
26120 Yale
Inkster, Michigan
313-310-7358

CITY MANAGER FOR CITY OF SOUTH LYON, MICHIGAN

Posting Date: January 14, 2014

Salary: \$85,000-90,000 DOQ

Closing Date: February 13, 2014

Population: 11,327

City Manager History: 2 Managers since October 1983

The City of South Lyon is located near the crossroads of Interstate 96 and US 23, in the southwest corner of Oakland County. At 3.73 square miles, South Lyon offers small town living, with the convenience of nearby interstate highways, major metropolitan areas and international airports. The City operates under a Council/Manager form of government. The Mayor is elected every two years, while the six City Council members serve staggered, four-year terms. The City of South Lyon is a full service community with 38 full-time employees. The city has an annual general operating budget of \$8.5 million. The City is seeking a dedicated, visionary, and innovative individual for its new manager. The successful candidate shall have a bachelor's degree in public or business administration or a related field. A Master's degree is desired. The candidate shall have seven or more years of progressively responsible government management experience. The ideal candidate must be a consensus builder with a strong character and outstanding personal integrity. The ideal candidate must also possess the leadership ability to motivate elected officials, staff and others; experience in intergovernmental relations; grant management and economic development; personnel and labor relations; budget and finance; a proven track record of innovation and creativity when confronted with issues; supports education and staff development; experience in planning/zoning and code enforcement; parks and recreation planning and administration and adheres to the ICMA Code of Ethics. Desired qualifications include the ability to communicate orally and in written communication; the ability to solve complex problems; effectively communicate and implement council ordinances and resolutions. For additional information visit www.mml.org-classifieds. Resume, cover letter, salary requirements, and five professional references must be sent to: CONSULTING SERVICES, MICHIGAN MUNICIPAL LEAGUE, 1675 Green Road, P.O. Box 1487, Ann Arbor, MI 48106-1487 by close of business on February 13, 2014. For additional information contact Joyce A. Parker, MML Search Consultant at the above address or 734-730-9526. Email: joyce_parker@msn.com. MICHIGAN LAW REQUIRES CANDIDATES REQUEST CONFIDENTIALITY IF DESIRED. Email resumes are accepted at execsearch@mml.org. The city of South Lyon is an Equal Opportunity Employer.

AGREEMENT BETWEEN
THE CITY OF SOUTH LYON
AND

WESTERN OAKLAND MEALS ON WHEELS PROGRAM

SECTION I. AGREEMENT

This Agreement is made this ___ day of _____, 2013, between the Western Oakland Meals on Wheels Program as the "Agency", having its principal office at 3176 Pikewood Ct., Commerce, Michigan 48382 and the City of South Lyon, hereinafter designated as the "City," having its principal office at 335 S. Warren, South Lyon, MI 48178.

SECTION II. TERM

This Agreement shall be effective as of _____, 2013 and ending the ___ day of _____, 20___, and such periods as may be agreed upon.

SECTION III. PURPOSE

The purpose of this Agreement is to provide funds from the City to the Agency for the provision of and delivery of meals to home bound senior citizens, 60 years of age or older, residing in the City of South Lyon in connection with the Agency's Home Delivered Meals Program.

SECTION IV. THE AGENCY'S RESPONSIBILITIES

The Agency agrees to do the following:

- A. Receive and be fiscally accountable for City monies as relating to the agency's delivery of meals for the Home Delivered Meals Program for senior citizens residing the City of South Lyon.
- B. Submit reimbursement requests and financial reports to the city quarterly.

SECTION V. THE CITY'S RESPONSIBILITIES

- A. The City will, in consideration for services rendered by the Agency, pay the Agency a total sum of _____ (\$_____) for the period _____.
- B. The City will pay the above amount to the Agency, in quarterly amounts, upon receipt of a reimbursement request from the Agency.

SECTION VI. COMPLIANCE

The Agency shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

SECTION VII. DISCRIMINATION PROHIBITED

The Agency shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, condition, or privileges of employment, on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larson Civil Rights Act, 1976, P.A. 453. The Agency and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-0112, 87 Stat. 394, which requires that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation, be denied the benefits of, or be subject to discrimination under any program of activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

SECTION VIII. GENERAL PROVISIONS

A. Entire Agreement

This Agreement constitutes the entire Agreement between the Agency and the City with respect to the subject matter hereof and there are no other further written or oral understandings or agreements with respect hereto.

B. Modifications or Subcontracting Without Prior Written Consent

- i. No revision, amendment, variation, or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Agency and the City.
- ii. Any alterations, additions, or deletions to the terms of this Agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this Agreement on the date designated by law, regulation or directive.

C. Termination

Either party may, at any time during the term of this Agreement, or an extension thereof, terminate this Agreement by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination.

D. Indemnification

- i. The City shall indemnify, defend, and hold harmless, the Agency against any and all expense and liability arising against the Agency resulting from any act, omission or negligence of the City regarding this Agreement.

- ii. The Agency shall indemnify, defend and hold harmless, the City against any and all expense and liability arising against the City resulting from any act, omission, or negligence of the Agency regarding this Agreement.

E. Confidentiality

The use or disclosure of information by the City concerning services, applicants or recipients obtained in connection with the performance of the Agreement shall be restricted to purposes directly connected with the administration of the services provided under this Agreement. Such information shall not be used for any other purpose unless the Agency's prior written approval is obtained.

F. Disputes

The City shall notify the Agency in writing of its intent to pursue a claim against the Agency for breach of any terms of this Agreement. No suit may be commenced by the City for breach of the Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the City, at the request of the Agency, must meet with an appointed representative of the Agency for the purpose of attempting to resolve the dispute. The Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

G. Notices

Whenever, under this Agreement, provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the addresses stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required hereunder:

Notice to the City:

City Manager
City of South Lyon
335 S. Warren
South Lyon, MI 48178

Notice to the Agency:

Executive Director
Western Oakland Meals on Wheels Program
3176 Pikewood
Commerce, MI 48382

H. Designation of Representatives

The Agency designates its Executive Director, _____, as its representative to convey complaints and grievances pertaining to the execution of this Agreement. The City designates its Manager, _____, as its representative for same.

The Agency's representative may be reached at 248-685-2421. The City's representative may be reached at 248-437-1735.

I. Authorization

The undersigned indicate, by their signatures, that they are authorized to act on behalf of their respective party in this capacity.

AGENCY

CONTRACTOR

WESTERN OAKLAND MEALS ON WHEELS

CITY OF SOUTH LYON

By: _____

Executive Director

By: _____
Rodney Cook
City Manager

Attest: _____

Attest: _____

Date: _____

Date: _____

MEMO

To: Mayor Wallace and Council Members
From: Rodney L. Cook, City Manager
Date: December 16, 2013
Re: Proposed Budget Amendments for FY 2013-2014 for the Period July 1, 2013 to June 30, 2014

Enclosed is the following detail for your review:

(1) Adjustments to General Fund revenues:

- (i) Updated fund balance from FY 2012-2013: \$3,599,208
- (ii) Licenses and Permits primarily additional revenues from building permits, etc.
- (iii) Property rental/cable increased revenues from FY 2012-2013
- (iv) Increased contribution for perpetual care – cemetery
- (v) Reduced Misc. Income
- (vi) Increased cost for City Manager salary/fringes for interim and new hire

The overall changes reflect increased general fund revenues and expenditures.

(2) Parks and Recreation Budget

- (i) Cost to update 5 year Parks and Recreation Master Plan: \$10,000

101 GENERAL FUND REVENUES							
Revenue	Description	Audit 2011-2012	Adopted 2012-2013	Amended 2012-2013	Proposed 2013-2014	Amended 2013-2014	Proposed 2014-2015
TAXES							
402	Current Property Tax (10.7375)	3,307,647	3,299,824	3,299,824	3,297,159	3,297,159	3,297,159
423	Mobile Home Park	929	920	920	930	920	930
444	Service fee in lieu of taxes	1,046	3,000	3,000	3,000	3,000	3,000
446	Penalties and interest	30,602	27,400	27,400	28,000	30,000	28,000
	Total	3,340,224	3,331,144	3,331,144	3,329,089	3,331,079	3,329,089
451	LICENSES & PERMITS	58,297	52,000	52,000	56,000	132,000	56,000
	Total	58,297	52,000	52,000	56,000	132,000	56,000
INTERGOVERNMENTAL REVENUES							
570	State Shared Revenues	823,321	857,540	857,540	897,000	897,000	897,000
570-1	State Shared Revenues-Mid Decade						
571	Federal Grant-DNR						
	Total	823,321	857,540	857,540	897,000	897,000	897,000
CHARGES FOR SERVICES							
630	Property Tax Admin Fees	93,593	94,000	94,000	93,600	90,500	93,600
634	Grave Openings & Foundations	31,095	30,000	30,000	30,000	31,000	30,000
635	W & S Administration						
668.4	Property Rentals	9,349	9,000	9,000	9,000	8,800	9,000
668-3	Lease-Antenna	55,392	46,000	46,000	46,000	69,900	46,000
668-2	Property Rental-Cable	100,747	88,000	88,000	90,000	140,000	90,000
	Total	290,176	267,000	267,000	268,600	340,200	268,600
FINES & FORFEITURES							
661	Parking Violations	3,980	6,000	6,000	5,600	4,000	5,600
662	Local Court Fines	20,953	19,000	19,000	19,500	25,000	19,500
	Total	24,933	25,000	25,000	25,100	29,000	25,100
MISCELLANEOUS REVENUES							
664	Interest Income	9,912	11,500	11,500	9,500	6,800	9,500
669-209	Contribution-Perpetual Care		109,500	109,500	97,200	130,000	97,200
699	Transfer from other Funds				25,878	25,878	25,878
692	Grant Money	7,500					
698	Miscellaneous	292,189	201,000	201,000	210,000	160,000	210,000
698.2	Proceeds from Long-term						
698.6	Grant Monies - Fire Dept.	48,949					
	Grant Monies - Police Dept.	9,800			15,428		15,428
	Total	368,350	322,000	322,000	358,006	322,678	358,006
	TOTAL REVENUES	4,905,301	4,854,684	4,854,684	4,933,795	5,051,957	4,933,795
	BEGINNING FUND BALANCE	3,449,157	3,421,720	3,421,720	3,415,295	3,599,208	3,535,716
	TOTAL REVENUES AVAILABL	8,354,458	8,276,404	8,276,404	8,349,090	8,651,165	8,469,511
	TOTAL EXPENDITURES	4,932,739	4,851,109	4,861,109	4,819,875	4,977,575	4,921,623
	ENDING FUND BALANCE	3,421,720	3,425,295	3,415,295	3,529,215	3,673,590	3,547,888

101-200 GENERAL FUND OPERATION ADMINISTRATION							
Expenditure	Description	Audit 2011-2012	Adopted 2012-2013	Amended 2012-2013	Proposed 2013-2014	Amended 2013-2014	Proposed 2014-2015
702	Wages/Salaries	292,848	281,000	281,000	270,000	324,000	270,000
715-720	Fringe Benefits	111,179	112,000	112,000	108,000	130,000	108,000
727	Offices Supplies	6,354	6,000	6,000	6,000	6,000	6,000
740	Operating Expense	70,988	32,000	32,000	27,000	48,000	27,000
801	Professional Services	77,053	78,800	78,800	80,100	120,100	81,000
802	Contractual Services	87,249	88,000	88,000	88,500	93,500	88,500
807	Auditor	34,450	40,000	40,000	42,000	42,000	44,100
817	Planning Consultant	10,952	60,000	60,000	62,000	62,000	62,000
818	Elections	9,737	12,000	12,000	9,100	15,000	12,000
820	Computers	11,175	10,000	10,000	12,000	12,000	12,000
826	Legal Fees	42,520	50,000	50,000	50,000	50,000	52,500
830	Memberships & Dues	13,174	11,500	11,500	11,500	11,500	11,000
853	Telephone	8,315	8,500	8,500	8,800	8,800	9,000
861	Transportation & Mileage	5,500	4,700	4,700	4,800	4,800	4,800
880	Community Promotions	126,210	105,000	115,000	105,000	105,000	105,000
900	Printing	4,605	5,000	5,000	4,800	4,800	4,600
900-100	Publishing	5,684	5,000	5,000	5,200	7,000	5,200
910	Insurance & Bonds	42,273	49,900	49,900	52,395	52,395	55,014
920	Utilities	18,583	20,000	20,000	19,800	19,800	19,000
931	Building Maintenance	8,285	16,000	16,000	14,000	9,000	14,000
957	Education/Training	1,917	3,000	3,000	5,500	5,500	3,000
962	Miscellaneous Expense		5,000	5,000	5,000	5,000	5,000
969-200	Contribution-Solid Waste	16,865	15,000	15,000	15,000	16,500	15,000
971-100	Beautification	4,795	5,000	5,000	5,000	6,500	5,000
974-100	Rental Properties		2,000	2,000	1,800	1,800	1,800
977	Equipment Miscellaneous	104	1,000	1,000	800	800	800
	TOTAL	1,010,815	1,026,400	1,036,400	1,014,095	1,161,795	1,021,314

101-690 GENERAL FUND OPERATION							
PARKS & RECREATION							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2011-2012	2012-2013	2012-2013	2013-2014	2013-2014	2014-2015
702	Wages/Salaries	67,015	49,300	49,300	51,000	51,000	51,000
715	Fringe Benefits	19,792	23,500	23,500	23,000	23,000	23,000
740	Operating Expense	8,724	3,200	3,200	3,200	3,200	3,200
801	Professional Services	11,863	9,400	9,400	16,400	26,400	9,400
860	Gas & Oil		4,400	4,400	4,500	4,500	4,500
880	Community Promotions	687	800	800	700	700	700
910	Insurance & Bonds	740	800	800	750	750	750
920	Utilities	1,529	1,700	1,700	1,700	1,700	1,700
930	Repairs & Maintenance	8,548	6,000	6,000	6,000	6,000	6,000
940	Equipment Charges	11,025	11,025	11,025	11,025	11,025	11,025
940-1	Equipment Rental						
962	Miscellaneous Expense	4,925	600	600	600	600	600
977	Equipment Purchases	56,038	1,000	1,000	1,000	1,000	1,000
978	Capital Improvements		22,000	22,000	6,600	6,600	6,000
	TOTAL	190,886	133,725	133,725	126,475	136,475	118,875

GENERAL FUND OPERATION SUMMARY OF EXPENDITURES							
Expenditure	Description	Audit 2011-2012	Adopted 2012-2013	Amended 2012-2013	Proposed 2013-2014	Amended 2013-2014	Proposed 2014-2015
200	Administration	1,010,815	1,026,400	1,036,400	1,014,095	1,161,795	1,021,314
276	Cemetery	85,797	109,500	109,500	97,200	97,200	97,200
295	Public Transportation	60,780	63,816	63,816	67,007	67,007	67,007
300	Police	2,219,620	2,382,226	2,382,226	2,349,242	2,349,242	2,455,022
335	Fire	534,409	465,317	465,317	492,905	492,905	492,905
346	Ambulance	1,863	2,575	2,575	2,575	2,575	2,575
440	Public Works	796,032	640,350	640,350	634,075	634,075	634,075
690	Parks & Recreation	190,886	133,725	133,725	126,475	136,475	119,475
732	Historical	32,537	27,200	27,200	29,800	29,800	27,200
810	Cultural Arts				6,501	6,501	4,850
	Transfers to other funds						
	Contingencies						
Totals		4,932,739	4,851,109	4,861,109	4,819,875	4,977,575	4,921,623

MEMO

To: Mayor Wallace and Council Members
From: Rodney L. Cook, City Manager
Date: December 17, 2013
Re: Collective Bargaining Contracts:
(1) Operating Engineers (Clerical Unit)
(2) AFSCME (DPW/Water/Wastewater)

Based on my prior comments, I am making the following recommendations for the above opening of existing contracts which are incorporated in the Memorandum of Understanding.

- (1) Phased in contribution for Health Insurance 10% (2014), 15% (2015), 20% (2016).
- (2) General language on retirement benefit for new hires after the effective date of this authorization.
- (3) 2% wage increase per employee within the unit, effective January 1, 2014. The 2% increase equates to the following cost increases:
 - (i) Operating Engineers: 2% equals \$4,420.
 - (ii) AFSCME:
 - DPW: 2% equals \$6,650
 - W/WW: 2% equals \$6,310

In addition, I am suggesting an increase for non-union/administrative employees, which equals roughly \$6,927. All other employees, part time, will also receive a 2% increase.

City's Proposal to Reopen Collective Bargaining Agreement

In an effort to resolve upcoming issues affecting numbers of the bargaining unit concerning the implementation of Act 152 on health insurance contributions, the City proposes that the parties enter into a memorandum of understanding that would contain the following amendments to the current Collective Bargaining Agreement:

1. Effective January 1, 2014 the employer shall pay 90% of the premium of the health insurance with the employee paying 10% of the premium.

Effective January 1, 2015 the employer shall pay 85% of the premium of the health insurance with the employee paying 15% of the premium.

Effective January 1, 2016 the employer shall pay 80% of the premium of the health insurance with the employee paying 20% of the premium.

2. Effective January 1, 2014 members of the bargaining unit shall receive a 1 – 2% pay increase, as determined by the City Council.

3. For all persons entering the bargaining unit after the effective date of this memorandum of understanding, the employer shall provide these employees with a defined contribution plan, a hybrid plan through MERS, or a defined benefit plan through MERS with a 1.0% multiplier or a 1.5% multiplier on FAC and a 2 – 5% employee rate of contribution on the multiplier chosen, as determined by the employer. The union agrees that it will not negotiate this language or its effect, for a six year period.

In all other respects, the terms and conditions of the existing Collective Bargaining Agreement shall remain in effect. This proposal is a package proposal.

**City of South Lyon
Liquor License Application
Background Investigation**

Ryan Wayne Cottongim

9020 Walnut Drive
Whitmore Lake, MI 48189
D.O.B: May 29, 1985

Home Phone: NA
Cell Phone: 248-974-5781

Erin Louise Cottongim

9020 Walnut Drive
Whitmore Lake, MI 48189
D.O.B: July 10, 1980

Home Phone: NA
Cell Phone: 248-767-2423

Witch's Hat Brewing Company LLC

The husband and wife ownership holds a Microbrewery and Small Wine Maker License granted by the City in 2011. The business is currently located at 22235 Pontiac Trail, with a request from the owners to move the business to 601 Pontiac Trail Suite A. The business opened their doors to the public on December 26, 2011.

Business ID: 225924
License Number Micro Brewer: 208166-2013
License Number Michigan Small Wine maker: 208165-2013

Credit Report

I have inspected credit reports on both Ryan and Erin Cottongim. I did not observe any exorbitant balances on any of the accounts. I did not observe any indication of default or delinquent records. Most of their current accounts have a \$0 balance and many accounts have been closed.

Criminal History Check

There has not been any new information on either subject regarding arrests, traffic citations, or civil judgments since the original background investigation was performed in 2011 by the South Lyon Police Department.

Business & Personal References

All of Ryan and Erin's references spoke well of them. Some of the relationships have been in place for over thirty years. They consider and describe the Cottongim's as hard-working, salt of the earth people. They are extremely honest, successful in marriage and business, and dependable. One reference described Ryan as very prideful; meaning he takes much pride in the fact that he was raised in this area and has planted business roots in South Lyon. None of their references were aware of any past or present financial problems or difficulties. None were aware of any past or present legal problems. Both drink socially and have never been known to abuse alcohol, illegal, or prescription drugs. Neither has been characterized by having or displaying any problems with anger. Many references have had the opportunity to witness the Cottongim's as they interact with customers at the Witch's Hat and were very impressed. The Cottongim's have been successful business owners during their tenure with the Witch's Hat Brewery. Their business has created eleven new jobs within the last 23 months and may produce another 20 after the move to a more spacious location.



South Lyon, MI



Ryan Cottongim
248-947-5781

Ryan@WitchHatBrewing.com

Erin Cottongim
248-767-2423

Erin@WitchHatBrewing.com

22235 Pontiac Trail • South Lyon • MI • 48178
248-486-2595

www.WitchHatBrewing.com

City Manager and Council members,

Witch's Hat Brewing Company LLC, requests approval from the City of South Lyon to obtain a new/Transfer of Microbrewery and Small Wine Maker license at 601 Pontiac Trail Suite A in South Lyon.

Our goal is to begin the build out and licensing process by January 1st, 2014. The build out of the brewery and tap room will consist of 2 phases – brewery first and the tap room second. We plan on beginning the production of beer in our new facility for distribution in June 2014. At this time, we will begin the construction of the tap room. The tap room will open November – December 2014. Once the brewery and tap room are open for business, we will close our original location at 22235 Pontiac Trail in the Brookdale Plaza and retire/terminate the license for our original location.

We are in the midst of an incredible time of very high demand for our products. Our beers receive great ratings and reviews and we have put South Lyon on the map as a craft beer destination. We have one major problem – we are in too small of a space, operating with equipment that is also too small. Even so we are continuing to see a **sales increase of 21%** over the previous year. Most every Friday and Saturday we are **turning away customers due to capacity**. We are keeping kegs for sale in house to satisfy the demand while **local restaurants and pubs are waiting patiently on waiting lists through our distributor to purchase our product**. Missing out on these sales and opportunities to entertain guests and new accounts is holding our business back.

We would like you to consider the following:

- **We just won the 2013 Main Street USA award and the 2012 Best Small Business for the Greater Washtenaw Area.**
- Through our events and fundraising in our tap room, we have donated more than \$8,000 to local charities such as Gleaners, the Humane Society of Huron Valley, Huron River Watershed Council, Scleroderma Foundation and more!
- We are a Chamber of Commerce member and have contributed our products to South Lyon events such as Pumpkinfest and Blues, Brews and Brats
- We carry a 4.5 star rating on Yelp.com
- We were voted Mlive's Metro Detroit's Best Brewery for 2013 and one of Mlive's top 5 breweries to watch for the entire state of Michigan
- **This new expansion will create 10-20 new jobs initially with more to come!**
- We have created **11 NEW JOBS** in the last 23 months
- We currently have over 650 Mug Club Members
- We see a great number of new and repeat out-of-town customers and are viewed as a craft beer tourist point of interest.
- Our sales in comparison to last years sales are up 21% and growing!
- Sales are 38% higher than we originally anticipated!
- This plan will **increase our seating capacity by almost 2.5 times** our current capacity from 38 to 85 seats (not including outdoor seating)
- **This plan will increase our yearly production capacity by more than 6 times** from 678 bbls to 4100 bbls
- Our sales in house and with distribution will increase exponentially with this plan

The Microbrewery and Small Winemaker License that we are seeking is the same license type that we approached the City Council about more than 2 years ago. These licenses require the approval of the city in which the business will be located in. We would like to receive this approval now before we sign binding agreements with landlords, banks and equipment vendors.

Thank you for your time and consideration,

Ryan Cottongim
President
Witch's Hat Brewing Company, LLC
248-974-5781

STATE OF MICHIGAN LIQUOR CONTROL COMMISSION 2013 - 2014 LICENSE



EFFECTIVE MAY 1, 2013 -- EXPIRES APRIL 30, 2014, UNLESS SPECIFIED OTHERWISE HEREON

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

This License is granted in accordance with the provisions of Act 58, of Public Acts of 1998, and shall continue in force for the period designated unless suspended, revoked or declared null and void by the Michigan Liquor Control Commission. IN WITNESS WHEREOF this license has been duly signed and sealed by both the Michigan Liquor Control Commission and the licensee.

Failure to comply with all laws and rules may result in the revocation of the license.

BUSINESS ID: 225924	LICENSE NUMBER: MICRO BREWER 208166-2013 MICHIGAN SMALL WINE MAKER 208165-2013
WITCH'S HAT BREWING COMPANY WITCH'S HAT BREWING COMPANY, I. L. C.	
22235 PONTIAC TRL SOUTH LYON, MI 48178 PO:	D - 225924 OAKLAND D - 143.0
PERMITS: (REFER TO PERMIT DOCUMENT)	

DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS

Liquor Control Commission

[Signature]
[Signature]
[Signature]

LICENSEE(S) SIGN BELOW

(L. S.)

(L. S.)

(L. S.)



South Lyon Police Department

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

Lloyd T. Collins
Chief of Police

Michigan Liquor Control Commission
Licensing Division
7150 Harris Drive P.O. Box 30005
Lansing, Michigan 48909-7505

November 17, 2011

Via FAX and U.S. Mail

MLCC Staff:

Please be advised that final inspections have been completed for Witch's Hat Brewing Company, L.L.C., 22235 Pontiac Trail, South Lyon, MI, 48178, (Req. ID#609612). Inspections were completed by the Michigan Department of Agriculture, South Lyon Fire Department, and South Lyon Building Department. Witch's Hat Brewing Company is now in compliance with all applicable city building and fire codes, as well as Agriculture Department requirements. A Certificate of Occupancy has been issued by the City of South Lyon Building Department.

Should you require any additional information, please advise me by telephone at 248.437.0444.

Thank you,

A handwritten signature in cursive script that reads "Lloyd T. Collins".

Lloyd T. Collins
Chief of Police



December 13, 2013

Mr. Rod Cook, Interim City Manager
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

Subject: Parks & Recreation Master Plan Update Proposal

Dear Mr. Cook:

As a follow-up to our meeting last week, Russell Design and CIB Planning are pleased to provide this joint proposal for preparation of an update to the City of South Lyon Parks and Recreation Master Plan. As the ongoing consultants for the City, we are quite familiar with South Lyon and the desire for quality park and recreation facilities. We have also worked jointly with CIB on the City's overall Master Plan, which includes a conceptual re-design for McHattie Park. We are currently working on the master plan for Volunteer Park and are on the design team for the community center study. This experience makes us well-suited to prepare the Parks and Recreation Master Plan within the short time frame available. We have also streamlined the planning process to provide our usual high-quality results at a reasonable fee. The proposed process is as follows:

Task 1: Project Kick-off. The Project will begin with a kick-off meeting (Meeting #1) with the staff to discuss project organization, project schedule and scope, public involvement, and generating preliminary ideas. Russell Design / CIB will also assist the staff with transferring the Parks & Recreation Commission generated survey to the online Survey Monkey program.

Task 2: Data Collection and Analysis. Russell Design / CIB will inventory and analyze existing recreation facilities and programs in terms of current trends, population needs, facilities, and services with an emphasis on context of the parks, the condition of facilities, maintenance capabilities, ADA compliance, safety of design, compliance with DNR standards, and potential development/redevelopment opportunities. Our inventory will also address private, school, regional and county recreation facilities that serve South Lyon as is currently described in the existing plan. We will also work with staff and the Parks & Recreation Commission to develop a survey for the City's web site using Survey Monkey.

Task 3: Public Involvement. In accordance with DNR guidelines, which require two venues for public involvement, we will conduct a public workshop (Meeting #2) during plan preparation and then attend the required public hearing at the time of adoption. The public workshop will begin with a brief presentation on the planning process and then allow participants to break into groups and then jointly answer questions found on the survey prepared in conjunction with city staff and the Parks & Recreation Commission. Preliminary results from the online survey will then be compared to the answers provided by participants to identify any similarities or differences and the reasons why. This should evoke thoughtful discussion and provide clarification on the needs and desires for parks and recreation facilities.

Task 4: Preparation of Draft Plan. Based upon information gathered during the above steps, a draft Parks and Recreation Plan will be prepared and then given to city staff for review and comment. Russell Design / CIB will revise Draft 1 based on feedback from the staff and Parks and Recreation Commission to ensure recommendations are desirable and feasible.

Task 5: Preparation of Final Draft. After deliberation and coordination with staff and comments received from the Parks and Recreation Commission on Draft 1, a second draft will be prepared for submission to the Parks and Recreation Commission for endorsement and City Council for the public hearing and adoption. It is recommended that a representative of the Parks and Recreation Commission also attend this meeting. In accordance with DNR Recreation Plan Guidelines, the public hearing draft must be available for public review 30 days prior to final adoption.

Task 6: Adoption. Russell Design / CIB will attend the City Council meeting (Meeting #3) and make a brief presentation on the plan update. It is anticipated that and final comments will be incorporated into a motion for adoption of the document.

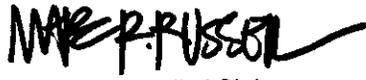
Task 7: DNR Submission & Plan Finalization. Russell Design/CIB will finalize the adopted plan and prepare it for submission to the DNR, including insertion of necessary adoption documentation. At the same time, the team will prepare final copies for SEMCOG and Oakland County and provide a digital copy of the Plan on CD to the City.

Project Fee: Completion of the above described tasks will be a lump sum fee of \$9,970. See attached spreadsheet. Reimbursable expenses, such as travel and supplies, are included as part of the professional services fee. To keep project costs down it is anticipated that all copies of drafts and the final plan will be made by the city.

Please let me know if need any additional information. We look forward to the opportunity to work with the City of South Lyon on this update.

Sincerely,

RUSSELL DESIGN, INC.

A stylized, handwritten signature in black ink that reads "MARC R. RUSSELL". The letters are bold and connected, with a long, sweeping underline that extends to the right.

Marc R. Russell, ASLA
Principal

CIB PLANNING

A handwritten signature in black ink that reads "Carmine P. Avantini". The signature is written in a cursive, flowing style.

Carmine P. Avantini, AICP



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Timothy S. Wilhelm
twilhelm@jrsjlaw.com

www.jrsjlaw.com

December 16, 2013

Chief Lloyd T. Collins
South Lyon Police Department
219 Whipple Street
South Lyon, MI 48178

RE: OakTac Interlocal Agreement

Dear Chief Collins:

You asked our office to review the Interlocal Agreement creating the Oakland County Tactical Training Consortium (OakTac). As you know, the purpose of this group is to provide coordination of resources and training among Oakland County police agencies, with the goal of more effectively and efficiently responding to major incidents requiring mutual aid between agencies. The Agreement establishes a board of directors, which would include a member from the City of South Lyon. It requires the establishment of a set of bylaws, which we have reviewed and have no objection to.

There is no funding obligation for the City of South Lyon with respect to OakTac. The intention is to fund activities primarily through grants. No members of the board receive any sort of compensation and there is no membership fee.

With regard to termination of the agreement, any member can withdraw with 30 days' notice, with or without cause. Automatic termination occurs if there is only one remaining member or if there is a unanimous vote of all members. If there are any assets upon termination, they are equitably distributed between members.

Most importantly, the liability provisions are consistent with a typical Oakland County-drafted intergovernmental agreement – each member bears responsibility for its own actions and those of its employees or agents. There is no indemnification of the other members, and no waiver of governmental immunity.

The agreement contemplates each of the members keeping their insurance coverages complete, and a copy of an insurance certificate for the City of South Lyon will need to be provided to the board.

December 16, 2013

Page 2

Based upon the foregoing, and the limited nature of the agreement, we see no legal impediment to the City entering into this arrangement with these other area communities.

If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

A handwritten signature in black ink, appearing to read 'T. Wilhelm', with a long horizontal flourish extending to the right.

Timothy S. Wilhelm

TSW:jah

cc: Rod Cook, Interim City Manager
Lisa Deaton, City Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF SOUTH LYON

**RESOLUTION TO EXECUTE OAKTAC BINDER
AGREEMENT AND JOIN OAKTAC**

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of South Lyon, County of Oakland, State of Michigan, held on the ____ day of _____, 2013, at ____ o'clock p.m., with those present and absent being,

PRESENT:

ABSENT:

the following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, the mission of the City of South Lyon includes the charge to protect the health, safety, and general welfare of the people of the City of South Lyon; and

WHEREAS, the City of South Lyon, Michigan, can experience emergencies requiring tactical police response and mutual aid; and,

WHEREAS, it is in the best interest of the City of South Lyon to provide mutual-aid to neighboring Oakland County communities during their emergencies which require tactical police response and mutual aid; and

WHEREAS, Oakland County police agencies have formed the Oakland County Tactical Training Consortium (OakTac) to provide standardized tactical police training and tactical police equipment at little or no cost to police departments who are members of its organization; and

WHEREAS, standardized tactical police training and tactical police equipment operational efficiency and safety as well as success during tactical police emergencies and critical incidents; and

WHEREAS, OakTac membership provides the City of South Lyon with additional mutual aid capabilities without any additional cost or additional mutual aid obligations.

NOW, THEREFORE, BE IT RESOLVED by the City of South Lyon that:

1. Public safety in South Lyon will be enhanced by OakTac membership.
2. Petitioning for OakTac membership is important and should occur.
3. The execution of an OakTac Binder Agreement should occur so as to petition OAKTAC for membership.

4. The Mayor, Tedd M. Wallace, and the City Clerk, Lisa Deaton, are authorized to execute an OakTac Binder Agreement on behalf of the City of South Lyon and as its signatories.

5. The City of South Lyon approves and agrees to be bound by the terms of the inter-local agreement that established OakTac.

6. The Mayor, Tedd M. Wallace, and the City Clerk, Lisa Deaton, are authorized to execute an OakTac Inter-Local Agreement on behalf of the City of South Lyon and as its signatories should the City of South Lyon and the Police Department be approved for OakTac membership by the OakTac Board of Directors.

WITNESSES:

CITY OF SOUTH LYON
a Municipal Corporation

By: Tedd M. Wallace
Its: Mayor

By: Lisa Deaton
Its: Clerk

Dated: _____, 2013

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement is entered into this ___ day of ___ January, 2014, by and between The City of South Lyon, a Michigan municipal corporation, whose address is 335 S. Warren Street, South Lyon, Michigan 48178 ("Grantor"), and International Transmission Company, a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377 ("Grantee").

RECITALS

A. Grantor is the legal title holder of record of the real property commonly known as the City of South Lyon Cemetery located at 503 Stryker Street, South Lyon, Michigan 48178, which is more fully described in Exhibit A hereto (Parcel ID 21-29-251-001, and 21-29-176-016) (the "Property").

B. Grantee is making improvements to the Cody-Nolan high-voltage electrical service transmission line that runs northwest from the Cody substation in Lyon Township through South Lyon, Green Oak Township and Brighton to the Nolan substation in Genoa Township for a distance of approximately 13 miles. Much of the Cody-Nolan line runs parallel to a CSX Railroad line. Grantee's project involves the replacement of 61 wood poles that have reached the end of their life span and are in poor condition with more durable steel poles, including two poles, Pole #24552 and # 24549, located adjacent to the Property.

C. Grantee has determined that there are limited locations and routes allowing its construction vehicles and equipment access to Pole #24552 and Pole #24549, and Grantee desires the right to enter upon the Property for the limited purposes of allowing its construction vehicles and equipment vehicular ingress and egress to the Property and access to Pole #24552 and Pole #24549 located adjacent to the Property, and Grantor is willing to permit such access on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Access. Grantor hereby grants to Grantee a non-exclusive temporary access license for the limited purpose of providing Grantee with vehicular and construction equipment ingress and egress to the Property and to travel across the Property during normal business hours (8 a.m. – 5 p.m.) to obtain access to Pole #24552 and Pole #24549 located adjacent to the Property. Points of access, ingress, egress, and routes of travel on the Property which Grantee is required to use are shown on Exhibit B attached hereto.

2. Removal of Encroachments. Upon receipt of prior written consent from Grantor, Grantee may remove encroachments, such as tree branches, along the designated route of travel, or at points of access, ingress, and egress necessary to allow Grantee's construction vehicles and equipment access to Pole #24552 and Pole #24549.

3. Term. The term of this Temporary Access Agreement shall commence on the date of execution of the Agreement set forth above, and it shall expire on February 28, 2014.

4. No Interference and Reservation. Grantee agrees that this Access Agreement and its use of the right of access to the Property will not interfere with the Grantor's use of the Property as a public cemetery, and Grantor retains and reserves to itself, its employees, tenants, invitees, licensees, agents and the general public, the right to use the Property for any and all legal purposes, including without limitation, use as a public cemetery.

5. Notice of Access. At least 24 hours in advance of accessing the Property, Grantee shall provide Grantor with written notice of each day it will use the right of access, and access and travel the Property including, for each day, the hours its vehicles and equipment will use the right of access, the type of equipment, and the estimated number of trips its construction vehicles will make across the Property. One written notice for consecutive days shall be sufficient.

6. Duty to Repair, Restore and Replace. Grantee agrees to and shall repair, restore and replace the Property to its pre-use condition prior to the expiration of the term of this Agreement. Such repair, restoration and replacement work shall include, without limitation, the repair, restoration and replacement of any structures, fences, driveways, roadways, surfaces, landscaping, cemetery areas, graves, headstones, grave markers, other improvements, or areas on the Property that are impacted, damaged, destroyed, or removed by Grantee, its employees, affiliates, agents, representatives, consultants, contractors, subcontractors, guests, licensees, or invitees.

7. Indemnification. Grantee, on behalf of itself, its employees, affiliates, agents, representatives, consultants, contractors, subcontractors, guests, licensees, or invitees, agrees to and shall indemnify, defend and hold harmless Grantor and its elected officials, officers, employees, agents, contractors, attorneys, insurers, successors and assigns from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs and expenses (including, without limitation, reasonable attorney fees and costs) relating, in any way, to Grantee's right of access to the Property, its use of the Property, or breaches of this Agreement, including for loss of or damaged property including, without limitation, Grantor's Property, and the property of others located on the Property, and including injuries to or death of any person, arising or resulting from the acts or omissions of Grantee, its employees, affiliates, agents, representatives, consultants, contractors, subcontractors, guests, licensees, or invitees.

8. Insurance. At all times during the term of this Agreement, Grantee, at its sole cost and expense, shall procure and maintain in effect insurance policies with financially-responsible insurance companies reasonably acceptable to Grantor covering: i) the activities of Grantee, its affiliates, employees, agents, contractors, and subcontractors on the Property; and ii) the indemnity obligations of Grantee set forth in this Access Agreement. Upon request, Grantee shall provide certificates of insurance listing Grantor as an additional insured in such form as is acceptable to Grantor in its sole discretion.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Michigan.

10. Interpretation. This Agreement shall be construed as if prepared by both parties.

11. Agreement Non-Assignable. This Agreement shall not be assigned by Grantee without the prior written consent of Grantor. Any unauthorized assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

12. Attorneys Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, court costs and litigation expenses, as determined by the court.

13. Severability. Each provision, sentence, paragraph, section, term and condition in this Consent Judgment is intended to be severable and in the event that any of them are, for any reason, held to be void, it shall not affect the validity of the remainder of this Agreement.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefits of the parties and their successors, transferees, and assigns.

15. Notices. Any notice to be given or other documents to be delivered by either party shall either be delivered in person or deposited in the United States mail with postage prepaid addressed to the party for whom intended as follows:

If to Grantor: City Manager
 City of South Lyon
 335 S. Warren Street
 South Lyon, MI 48178

With a copy to: Timothy W. Wilhelm, Esq.
 City Attorney
 Johnson, Rosati, Schultz & Joppich, P.C.
 34405 W. 12 Mile Road, Suite 200
 Farmington Hills, MI 48331-5627

If to Grantee:

With a copy to:

16. Authority to Sign. The parties hereto each represent that they have the authority to execute this Agreement.

17. Amendments. This Agreement may be amended, modified, or revised only by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement as of the date first written above.

Witness:

Grantor:

CITY OF SOUTH LYON

By: Rodney Cook
Its: Interim City Manager

Witness

Grantee:

INTERNATIONAL TRANSMISSION CO.

By:
Its:



TRAFFIC IMPROVEMENT ASSOCIATION OF MICHIGAN

1827 N. Squirrel Road, Auburn Hills, Michigan 48326
Office (248) 334-4971 • Fax (248) 475-3434
www.tiami.us

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MICHAEL PALCHESKO
Regional Manager
Corporate & Government Affairs
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Treasurer

MARTIN J. OLEJNIK, CPA
Partner
Plante Moran

JIM BARBARESSO

Vice President
Intelligent Transport Systems
HNTB Infrastructure Solutions
ITS 2014 World Congress Chairman

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GAY P. KENT

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Vehicle Safety & Crash Worthiness
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Oakland County
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County Executive
Oakland County

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Director
Michigan Department of Transportation

ANTHONY M. WICKERSHAM

Sheriff
Macomb County

BRENT O. BAIR

Managing Director (Ret.)
Road Commission for Oakland County

December 16, 2013

Mr. David Murphy
City Manager
City of South Lyon
335 S. Warren
South Lyon, Michigan 48178

Dear Mr. Murphy:

Enclosed you will find a \$2800.00 invoice for the Traffic Improvement Association of Michigan's (TIA) annual community membership (1/1/2014 - 12/31/2014).

As a member of TIA, a shared traffic safety service, you'll enjoy a variety of engineering, education, and enforcement services. These services are your resource to help save lives, prevent injuries, and improve mobility in your community and throughout the region.

As we enter 2014, we are committed to continuing to expand our traffic engineering services, hosting training seminars that will be beneficial to the public safety and engineering sectors, maintaining our award-winning public education programs, and increasing our community and corporate membership. Our goal is to keep your community one of the safest places to live, do business, and enjoy. We need your membership to make it happen. Your membership includes access to our licensed traffic engineer, various traffic safety evaluations (i.e. speed and volume studies, sign and signal warrant reviews, etc.), educational seminars for your employees, and much more. TIA is also responsible for the coordination of selective enforcement grants for the Oakland County communities.

As a member, we're also pleased to provide your community with complimentary access to TIA's Traffic Crash Analysis Tool (TCAT). TCAT is a comprehensive web-based traffic crash analysis program that was designed for the detailed study of traffic crashes at any location within the state of Michigan. The program receives a weekly update of data from the Michigan State Police, which guarantees that TCAT users are able to analyze the most up-to-date crash data. TCAT has the ability to search various types of locations for specific data, view crash statistics for several categories, interact with a map to obtain detailed crash statistics and other information pertaining to a location, view collision diagrams, review UD-10 crash report images, and create intersection and road segment ranking reports for a comparative analysis. As part of our ongoing commitment to providing you with the best traffic safety resources, TIA is constantly making revisions and adding additional features to maintain our position of having one of the most advanced traffic crash data systems in the nation.

As indicated in the enclosed letters from Oakland County Executive L. Brooks Patterson, Road Commission for Oakland County Managing Director Dennis Kolar, and Ford Motor Company President and Chief Executive Officer Alan Mulally, TIA has made significant accomplishments since 1967 and still continues to have significant value.

Thank you for your commitment to public safety, and we look forward to continuing to provide you with valuable traffic safety engineering, education, and enforcement resources to save lives, prevent injuries, and improve mobility.

Respectfully,


JIM SANTILLI
Executive Director



U. S. Department of Housing and Urban Development
 OFFICE OF PUBLIC AND INDIAN HOUSING
 REAL ESTATE ASSESSMENT CENTER

Report Date: 12/5/2013

Public Housing Assessment System (PHAS) Score Report for Interim Rule

PHA Code:	MI021
PHA Name:	South Lyon Housing Commission
Fiscal Year End:	6/30/2013

PHAS Indicators	Score	Maximum Score
Physical	38	40
Financial	23	25
Management	23	25
Capital Fund	10	10
Late Penalty Points	0	
PHAS Total Score	94	100
PHAS Designation	High Performer	

Initial PHAS score issued date: 12/5/2013

Financial Score Details	Score	Maximum Score
Submission Type: Audited/Non-A-133		
1. FASS Score before deductions	22.51	25.00
2. Audit Penalties	0.00	
Total Financial Score Unrounded (FASS Score - Audit Penalties)	22.51	25.00

Capital Fund Score Details	Score	Maximum Score
Timeliness of Fund Obligation:		
1. Timeliness of Fund Obligation %	90	
2. Timeliness of Fund Obligation Points	5	5
Occupancy Rate:		
3. Occupancy Rate %	100.00	
4. Occupancy Rate Points	5	5
Total Capital Fund Score (Fund Obligation + Occupancy Rate):	10	10

Notes:

1. The scores in this Report are the official PHAS scores of record for your PHA. PHAS scores in other systems are not to be relied upon and are not being used by the Department.
2. Due to rounding, the sum of the PHAS indicator scores may not equal the overall PHAS score.
3. "0" FASS Score indicates a late presumptive failure. See §§ 902.60 and 902.92 of the Interim PHAS rule.
4. "0" Total Capital Fund Score is due to score of "0" for Timeliness of Fund Obligation. See the Capital Fund Scoring Notice.
5. PHAS Interim Rule website - <http://www.hud.gov/offices/reac/products/prodphasintrule.cfm>