

**Regular City Council Meeting**  
**April 11, 2011**  
**Agenda**

**7:30 p.m.**      **Call to Order**  
                  **Pledge of Allegiance**  
                  **Roll Call**  
                  **Minutes – March 28, 2011**  
                  **Monthly Bills**  
                  **Approval of Agenda**  
                  **Public Comment**

I.      Old Business

None

II.     New Business

1. Volunteer Park Lease annual update
2. Book & Trilogy Run
3. Fee Schedule
4. Appointment of Fire Department F.O.I.A. Coordinator
5. Receipt of Grants
6. MDOT Overpayment

III.    Executive Session – Update on Oakland 40 Lawsuit

IV.    Manager's Report

V.     Council Comments

VI.    Adjournment

**CITY OF SOUTH LYON  
REGULAR CITY COUNCIL MEETING  
MARCH 28, 2011**

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: Kivell, Kramer, Selden and Wedell  
City Manager Murphy  
City Attorney Lee  
City Clerk/Treasurer Zemke  
Department Heads: Kennedy, Renwick and Martin

ABSENT: Council Members Kopkowski & Morelli & Chief Collins

**CM 3-1-11 – EXCUSE ABSENCE**

Motion by Wedell, supported by Kramer

To excuse the absence of Council Member Kopkowski and Council Member Morelli

VOTE: MOTION CARRIED UNANIMOUSLY

**APPROVAL OF AGENDA:**

City Manager Murphy stated that he would like New Business #6 removed so that we can have a full Council present.

**CM 3-2-10 APPROVAL OF AGENDA**

Motion by Wedell, supported by Kivell

To approve the agenda as amended

VOTE: MOTION CARRIED UNANIMOUSLY

**APPROVAL OF MINUTES:**

**CM 3-3-10 – APPROVAL OF MINUTES- MARCH 14, 2011**

Motion by Kramer supported by Kivell

To approve the minutes of the March 14, 2011 Regular Council meeting as written

Councilman Kivell stated that during the discussion with Ms. Kern, she had eluded several times that the well was dedicated to the Tube Mill, but in reality that well is part of the City's capacity. Although he does not wish to change the language of the minutes, he would have liked it stressed.

Mayor Wallace stated that the City Manager did have a meeting with Ms. Kern. City Manager Murphy stated that it was a very good meeting and they were able to address a lot of her questions.

VOTE: MOTION CARRIED UNANIMOUSLY

**APPROVAL OF MONTHLY BILLS:** None

**PUBLIC COMMENT:**

Superintendent Martin stated that two weeks ago he was able to attend the Michigan Rural Water Association meeting, which is an association that works very closely with the Michigan Department of Environmental Quality. While attending that meeting, two great things happened. The first is the South Lyon Wellhead Protection Association received an award for the 2011 Exemplary Efforts in Environmental Protection. This is a volunteer group of people that meet quarterly. They have worked for the past nine years to help safeguard the City's source water. He introduced the members of the South Lyon Wellhead Protection Committee and stated that it is truly an honor and privilege to work with all of them.

Superintendent Martin stated that the second item is that the City of South Lyon has received the Wastewater Utility of the year Award. Dennis Bridson of the Water Department read an excerpt of a speech that was given that evening indicating that educating the public about the importance of water and wastewater professions has been a commitment of Mr. Martin's and the Department.

Superintendent Martin stated that his department works closely with all of the other departments of the City. He introduced the members of his department that were present. He stated that we are truly lucky to live in the City of South Lyon.

Mayor Wallace stated that Bob Martin's compassion for the City overflows into all the people he works with.

**OLD BUSINESS:** None

**NEW BUSINESS:**

1. Resolution - Child Abuse Prevention Month

Mayor Wallace stated that there are children abused in the State of Michigan and throughout the nation at a very appalling rate.

**CM 3-4-11 - PROCLAMATION CHILD ABUSE PREVENTION MONTH APRIL 2011**

Motion by Wallace, supported by Wallace

WHEREAS, in 2009, there were 176,021 Michigan families investigated for suspected child abuse or neglect; and

WHEREAS, in 2009, there were 30,799 Michigan children confirmed to be victims of abuse or neglect; and

WHEREAS, in 2005-06, there were 45 Michigan children who died as a result of abuse, 44% who were between the ages of 1-4, and 49% of these children were under 1 year of age; and

WHEREAS, in 2005-06, there were 38 child neglect death cases, 13 percent were children between the ages of 1-4, and 63 percent were children younger than 1 year of age; and

WHEREAS, abused or neglected children have a higher risk in adulthood for developing health problems, including alcoholism, depression, drug abuse, eating disorders, obesity, suicide, and certain chronic diseases; and

WHEREAS, a National Institute of Justice study indicated that abused or neglected children—

(1) are 11 times more likely to be arrested for criminal behavior as juveniles; and

(2) are 2.7 times more likely to be arrested for violent and criminal behavior as adults; and

WHEREAS, an estimated 1/3 of abused or neglected children grow up to abuse or neglect their own children; and

WHEREAS research has proven the success of quality home visitation, parenting-coaching and family support programs that prevent children from being abused or neglected, reduce subsequent delinquency, and improve other outcomes for children -including home visiting models like the Michigan

Zero-to-3 Secondary Prevention Initiative, the Nurse-Family Partnership, Healthy Families, Early Head Start, and Parents as Teachers; and  
WHEREAS, providing community-based services to families at-risk or already impacted by child abuse or neglect may be far less costly than—

- (1) the emotional and physical damage inflicted on children who have been abused or neglected;
- (2) providing to abused or neglected children services, including child protective, law enforcement, court, foster care, or health care services; or
- (3) providing treatment to adults recovering from child abuse; or (4) providing incarceration to convicted criminals of child abuse and neglect; and

WHEREAS, child abuse or neglect has long-term economic and societal costs: Now, therefore, be it

*Resolved*, That the City of South Lyon City Council –

- (1) designates April 2011 as 'Child Abuse Prevention Month';
- (2) recognizes and applauds the national, state and community organizations and their skilled employees that work to promote awareness about child abuse or neglect, including by identifying risk factors and developing prevention strategies;
- (3) supports proclamations issued on the state and federal levels declaring April 2011 as 'Michigan Child Abuse Prevention Month' and 'National Child Abuse Prevention Month'; and
- (4) should –
  - increase public awareness of prevention programs relating to child abuse or neglect; and
  - continue to work with the state-and federal-level agencies to reduce the incidence of child abuse or neglect in our community, state and nation.

VOTE:

MOTION CARRIED UNANIMOUSLY

## 2. Request for Canada Goose Egg & Nest Round Up Program

Mayor Wallace questioned the deadline. Clerk/Treasurer Zemke stated that she understood that they have received an extension

### CM 3-5-11 – CANADA GOOSE EGG & NEST ROUND UP PROGRAM

Motion by Kramer, supported by Kivell

The City of South Lyon approves the retention areas within the Carriage Trace Subdivision for both the Canada Goose Egg & Nest Destruction and Round Up/Translocation programs. We realize the geese may be relocated within the state or killed. This resolution has been passed for 5 years 2011 through 2016

VOTE:

MOTION CARRIED UNANIMOUSLY

## 3. Tri-Party Money

City Manager Murphy stated that for 2011, the City will be receiving \$25,224 with our portion being \$8,408. He is recommending that this year we use it for the Eight Mile Road project. We are utilizing the remainder of our current year tri-party money for that project a well.

### CM 3-6-11 – 2011 TRI-PARTY FUNDS

Motion by Wedell, supported by Kivell

To approve using the remaining Tri-Party funds to help pay for the City's portion of the 8 Mile Road Project

City Manager Murphy stated that the project may not go until July or August because of some difficulty the County is having with some of the easements. Attorney Lee stated that it should be noted that an important part of this project is that it extends our path all the way to the District Library.

Mayor Wallace stated that with this project, we will have three main roads paved coming into the City. It is now up to Livingston County to pave their portion.

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Sale of Fire Department Equipment

Chief Kennedy stated that approximately two months ago, he came before Council to request the sale of several SCBA units. They ended up doing very well receiving \$2,146. After some spring cleaning, they realized they had 13 more. He is looking for Council to approve the sale of these units as well. We are in the same position with these units as we were with the others.

Councilman Kivell asked if the person who purchased the last ones would be interested in these. Chief Kennedy stated that it was as private contractor that bought the other ones, and he was interested in the air cylinders only for private use. He probably would not be interested in these.

CM 3-7-11 – SALE OF FIRE DEPARTMENT EQUIPMENT

Motion by Kivell, supported by Selden

To approve placing used South Lyon Fire Department SCBA including 13 - Interspiro SCBA harness, 10 - Interspiro SCBA masks, and 2 - 4500 psi Interspiro bottles for sale on the Michigan Inter-Governmental Trade Network for a minimum price of \$100.00. If a minimum price of \$100.00 is not received, SLFD has permission to destroy the equipment.

VOTE:

MOTION CARRIED UNANIMOUSLY

5. Sale of Fire Department Equipment

Chief Kennedy stated that the second piece of equipment is a 2,000 gallon port-a-tank. This is mainly designed for rural water applications. We are fortunate in the City that we do not have a rural water problem. His focus is to get the apparatus for City fire operations. We do have excellent mutual aid arrangements, but he wants to focus on City equipment, not township. This is a bulky piece of equipment and compartment space on a fire engine is a premium.

Mayor Wallace asked if this is something that we could donate to the Township. Chief Kennedy stated that he was looking at making some money. If we do not, we could look at donating.

CM 3-8-11 – SALE OF FIRE DEPARTMENT EQUIPMENT

Motion by Selden, supported by Kivell

To approve placing used South Lyon Fire Department collapsible port-a-tank for sale on the Michigan Inter-Governmental Trade Network for a minimum price of \$250.00. If a minimum price of \$250.00 is not received, SLFD has permission to donate the equipment.

VOTE:

MOTION CARRIED UNANIMOUSLY

6. Over payment from MDOT on Streetscape Phase II – Removed from the Agenda

## **MANAGER'S REPORT:**

City Manager Murphy stated that he spoke with Janet Reams of the 52<sup>nd</sup> District Court about the community service. He also contacted Active Faith and the District Library who both indicated that they have not used community service people for a number of years. Ms. Reams will be calling him back regarding a supervisor program that may be available.

City Manager Murphy stated that as indicated earlier, he and Bob met with Ms. Kern who was very well informed. However, he does not think that she will be satisfied as long as the Tube Mill is in business.

City Manager Murphy stated that he has the budgets ready to be handed out to Council. We need to set up a workshop session. He was thinking about the second week in April. He stated that he will send an email out to Council.

## **COUNCIL COMMENTS:**

Councilman Kivell stated that we have the City Manager review coming up. He suggested that Council write down some questions that might be helpful to come to a consensus of how to evaluate the performance of the City Manager. Further, in the future it may be helpful to create some goals for the coming year.

Councilman Kivell stated that he was recently visiting a local business. The business owner informed him of a recent fire inspection. He could not have been more pleased. He indicated that they were cordial, informed, cooperative and helpful to find a solution to his particular situation.

Councilman Kivell stated that there was some idol time with the well and was looking for an update. Superintendent Martin stated that they pulled off for a week to submit for permits, etc. We are looking to have the well on line by the middle to late April. He stated that he measured the distance from the adjacent well after the last meeting and it is about 11 feet off the wall. They did not feel comfortable getting any closer. The only thing we have not looked at yet is the housing.

Councilman Selden stated that this meeting shows the dedication of the employees. He stated that he is proud to be a resident of the City.

Councilman Kramer asked if there have been any further discussion regarding a joint meeting with Lyon Township. City Manager Murphy stated that Mr. Young requested that we wait until the end of the month before we schedule anything.

Councilman Kramer congratulated the water department. He stated that it makes us look good.

Councilman Kramer acknowledged his son in the audience.

Councilman Wedell gave his congratulations to the Water Department as well as all of the employees of the City.

Mayor Wallace stated that he regrets to inform everyone about the recent passing of teacher Pam Tokar. She was a fabulous teacher and loved by many. It is unfortunate to lose her at such a young age.

Mayor Wallace stated that Welcome Home Vets is having a function this Wednesday for the public at the VFW Hall. It is a time to thank Vietnam Vets and all Vets. They are serving refreshments and it will be time to get to know our veterans and make them feel welcome.

## **ADJOURNMENT:**

CM 3-9-11 ADJOURNMENT

Motion by Selden , supported by Kramer

To adjourn meeting at 8:08 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

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Tedd M. Wallace  
Mayor

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Julie C. Zemke  
City Clerk/Treasurer

# **AGENDA NOTE**

**New Business: Item #1**

**MEETING DATE:** April 11, 2011

**PERSON PLACING ITEM ON AGENDA:** City Clerk/Treasurer

**AGENDA TOPIC:** Review of Volunteer Park Maintenance Agreement

**EXPLANATION OF TOPIC:** In April 2010 Council approved entering into a five-year agreement with Kenneth Hambin for the use of certain portions of Volunteer Park for farming purposes. At that time, it was asked that this be placed on the Council agenda each year for review.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Volunteer Park Maintenance Agreement and minutes of the regular City Council meetings of April 12<sup>th</sup> and April 26, 2010

**POSSIBLE COURSES OF ACTION:** N/A

**RECOMMENDATION:** N/A

**SUGGESTED MOTION:** N/A

4/11/2011



## **OLD BUSINESS:**

### **1. Maintenance Agreement**

Mayor Wallace stated that this maintenance agreement is to work out a barter deal to maintain noxious weeds and clean up an area of Volunteer Park without a great expenditure. This is a proposed agreement that has yet to be approved by the farmer until we receive some assurance from the assessor's office that we will not get property taxed. As of today, the assessor's office has said to move forward on this. They have asked for a letter from our attorney's office stating what is proposed and they would provide an answer. It is looking positive. It took a lot of trying, but they have come around. They are even thinking about giving the idea to other communities. We can proceed with approval and once we get the answer from Oakland County and issues resolved with the farmer then it is up to him to sign the agreement and move forward.

Discussion was held on the language in the agreement relating to taxes. Attorney Lee stated that language would remain. He further stated that Councilman Kramer has asked that a slight modification be made that in the event that it is put on the tax roll, the caretaker would have to give the City 30 day written notice of his intent to pay the tax otherwise the contract would be void. He further stated that an additional revision would be that under the services provided by the caretaker, that he would not only set aside two acres for tree farming, but also two acres for pumpkins.

Attorney Lee stated that assuming that Council approves the agreement, pursuant to Charter this is the first step. It would then require that the agreement sit in the Clerk's office for at least 10 days prior to final passage. He will make the amendments and provide it to the Clerk for public review. At the next City Council meeting Council would then make final approval.

Councilman Kivell stated that he does not have a problem with the idea of this undeveloped parkland being used for farming, but he feels that it is important that it be put out for bid so that people have the same opportunity to access this property. The idea of having this a maintenance agreement is a clever way of circumventing that. He further stated that the idea of doing this is to eliminate the dumping, etc. that has been taking place. However, he and Superintendent Renwick walked the area and except for a few pieces of shingles, the only thing there was some items that has been there for years. Mayor Wallace stated that the idea is to deter these types of things. He stated that we are lucky to have farmer Hamblin who is willing to go in there at his cost. Councilman Kivell stated that the information provided regarding comparable uses of public land, the majority of activities are events that incumber land for very short periods of time and allowed to provide a sense of community. The second type is activity to generate revenue to enhance the services that the community can provide. The third type includes gas and oil wells as well as lumber operations on State and Federal land. He has been told that these uses are always a contract with the highest bidder. He is interested in ensuring that the City receive the best compensation for the use of the City's property and that we are protected from any tax liability.

Councilman Wedell asked Mayor Wallace who he received information from Oakland County. Mayor Wallace stated that he has spoken with Richard Vincent from Equalization.

Councilman Kramer stated that he understood that if we were to generate income that we would lose our tax exempt status on the property. The idea of having a caretaker agreement would be so that we would avoid assessment. Mayor Wallace stated that the property already has some parkland developed. The other issue is that the County has asked that we extend a path into that area from the developed area so that people could walk the area if they chose.

Discussion was held on the concerns from the Lyon Township residents and the fact that they do not pay City taxes for the use of the City park.

Council Member Kopkowski asked if we are not leasing the property, what would we be bidding out. It was stated that we would be bidding out access to the property to make a profit.

Councilman Kivell asked Mr. Hamblin how much per acre he pays for other properties that he leases. Mr. Hamblin stated that it varies. It was further stated that bidding would give others the opportunity to bid for the same type of contract. Discussion was held on some of the other agreements that Mr. Hamblin has.

Discussion was held on the maintenance of noxious weeds. Mayor Wallace stated that Mr. Hamblin would take care of the noxious weeds allowing us to be in conformance with our own ordinance. Councilman Kivell stated that if noxious weeds is a concern, then we have 3-4 times the amount of property than what Mr. Hamblin is talking about farming that we need to address.

Councilman Morelli stated that he would agree with Councilman Kivell about the bidding process, but it is late in the season to be putting this out for bid. He stated that according to the agreement, any time the Recreation Commission decides to use the property then the agreement could be terminated no matter how much work is done by the farmer. He asked Mr. Hamblin if he has long-term leases on other properties that he farms. Mr. Hamblin stated that most of his agreements are simply "hand-shake" agreements. He does however have 4-5 year leases. Councilman Kivell stated that Council has the fiduciary responsibility of overseeing the public's land. To not look at this as a business deal is inappropriate.

Councilman Kramer stated that whoever bids on the project, the City cannot generate an income from what they do. Councilman Kivell stated that he is not sure that this will not turn out to where somebody is not paying taxes. He cannot see that you can have a profit business and not pay taxes on the land that is generating that income. Attorney Lee stated that it is in the City's best interest to not pay taxes, which is why he drafted the agreement the way he did. If there is tax, it is paid by the farmer. As he reads the Statute, when proprietary functions take place on public land, it goes back on the tax roll. That is what our auditors have said and that is how he reads it. Apparently, there are some communities in Oakland County that have made some arrangements or accommodations created so that these are not taxed.

Discussion was held on the discussion that took place with Oakland County. Mayor Wallace stated that Mr. Vincent understood the barter concept.

Councilman Wedell stated that he appreciates the way the contract is written and feels that it takes care of his main concern, which is the taxes. He asked if someone makes a decision that it goes back on the tax roll and the agreement is terminated, how hard is it going to be to get it off the tax roll. Attorney Lee stated that the tax roll is created in July and the tax for the following year is not created until December. Taxes are paid in advance. Councilman Wedell stated that the issue of bidding also concerns him, but it is too late in the year to do that.

Discussion was held on the estimated taxes if the property goes back on the tax roll. Mayor Wallace stated that it would not be worth it to the farmer. Attorney Lee stated that it would be particularly difficult as we do not have agricultural zoning districts. The lowest district is R-3 and the property would have to be taxed at that zoning unless we very quickly amended our ordinance and rezoned that property as agricultural. Further discussion was held on the zoning of the property.

Councilman Morelli stated that it is late in the year for bidding, but if we say that we are going to go out for bid next year, why would this gentleman do all the work this year to possibly lose it through bid next year.

Attorney Lee discussed the Right to Farm Act. He stated that one of the difficulties is that in order to apply that act to a piece of property, it would require a 10 year commitment to farm the property.

Councilman Selden stated that given the time of year, he would suggest that we proceed with the agreement so that the farmer can begin planting.

Mayor Wallace stated that we are waiting for a letter from the County in answer to our letter regarding the taxes.

Councilman Kivell asked if next year we would look at bidding this out. Mayor Wallace stated that the farmer would not make enough profit this year to cover the cost of what he is going to put into the property. Attorney Lee stated that the contract is a five-year agreement with terminability within 30 day notice. Councilman Wedell stated that in the event that this is approved tonight, he would ask the Clerk to remind Council to review the agreement next year and each year of the contract.

Discussion was held on Council's ability to shrink or expand the area.

Councilman Kivell stated that the farmer should be mindful of the area of where the bike path will be going on the eastern border.

#### CM 4-4-10 – PRELIMINARY APPROVAL OF MAINTENANCE AGREEMENT – VOLUNTEER PARK

Motion by Kopkowski, supported by Morelli

To preliminarily approve the Maintenance Agreement for undeveloped property at Volunteer Park

Mr. Hamblin asked if the agreement is going to be reviewed each year after all of the work that he is going to do. He stated that he cannot commit to that. Councilman Morelli stated that he does not have a problem with a five-year agreement, but would like to review it. The consensus of Council was that it would be a five-year agreement, but that it would be reviewed annually. Councilman Kramer stated that this is subject to receiving something back from the County. Attorney Lee stated that he hopes that he will have that when Council makes final approval.

VOTE:

MOTION CARRIED (1 OPPOSED)

#### 2. International Fire Code: Access Boxes

Chief Kaska stated that they have searched the internet and spoke with other Fire Inspectors and could not find any documentation regarding break-ins of buildings as a result of the lock boxes. They have also received information regarding the Knox Keysecure system. He stated that we could have these in the trucks within 1-2 weeks. He stated that the unit would have a flashing light when the key is taken out and the code of the person who opened the key box is recorded.

Councilman Morelli asked how many trucks the department has. Chief Kaska stated that we have 5 trucks, but these boxes would be in both engines and either the squad or the rescue which are the vehicles that go on the majority of the runs. The cost is \$750 per truck. This is the only system they could find that would keep a log that could be downloaded. The cost of the software is included. The procedure would remain the same. The only difference would be that one of the two people present would have to enter their code. He further stated that all of the department would be issued codes even though the majority of the time it would be the same people accessing the box.

Councilman Morelli stated that since the last meeting he has been to five different cities throughout the country and every single city has lock boxes. Chief Kaska stated that at a recent meeting he attended, many of the chiefs indicated that they actually have lock boxes in the fire department so that in the event that another department moves up, they have access to open the firehalls.

Councilman Kramer stated that on a recent trip to Phoenix, he too found that all of the buildings had lock boxes. He stated that he understands the business owners' concerns about break-ins, but it looks like the research indicates that there has been no documentation of any such issues. Chief Kaska stated that they have found nothing.

and found an unresponsive person on the floor. They were told that the person had choked. Both officers preformed life saving measures. Fire Chief Kaska arrived and continued life saving efforts. An obstruction was cleared from the victim's airway and breathing was restored. The victim was then transferred to an area hospital. Due to the quick response and measures taken, the victim survived. He presented all three with a Life Saving Award and pin to wear on their uniform. Mayor Wallace, on behalf of all of Council, congratulated them.

Mr. Jeff Thompson of 225 W. Lake Street stated that he wished to comment on the efforts to get the speed limit lowered on Ten Mile. He asked for Council's help in getting this accomplished. He disagrees with the comment that it is out of Council's hands. The area immediate adjacent to the downtown area on either side is significantly residential. They could go to the State Legislature but without Council's support, they would not have any leverage and nothing is going to happen. He further discussed the safety of the pedestrians and homeowners.

Pat Nicholls of 230 W. Lake Street stated that she is also here to express concerns over the speed limit on Ten Mile. She would like to remind Council that they were elected to represent the residents. She lives in a residential area and feels that Council did a disservice to them and did not represent them. She stated that they are not going to just sit back and let Council have their way.

### **OLD BUSINESS:**

#### **1. Maintenance Agreement**

Mayor Wallace stated that we have had our ten day waiting period required, and we have received assurance from the County that the property would not be put on the tax roll. Councilman Kivell asked if the County responded with the appropriate documents. Attorney Lee stated that he and Mayor Wallace had a conference call with Mr. Vincent, Administrator at Oakland County. He advised that he could not give us something in writing without having it cleared by the Corporate Council Office, but indicated that they have not done this in other communities for taxation and would expect that they would not do ours as well. They would only consider putting it on the roll if there was a great cry to do so. In the event that there were such a cry he agreed to give us enough lead time to give the farmer notice who would then either agree to pay the tax or he would have a right to terminate the agreement at which time the process of putting it on the roll would be withdrawn. We pay taxes in advanced so it would not be put on retroactive.

### **CM 4-5-10 – APPROVAL OF MAINTENANCE AGREEMENT**

Motion by Selden, supported by Kopkowski

To approve the maintenance agreement between the City of South Lyon and Kenneth Hamblin

Councilman Kivell stated that he would like to re-state his opposition about awarding this use of City property without at least public postings stating that the property is available for this type of use. He is not against the idea of using the property in a constructive manner, but he cannot condone handing it off without taking advantage of the bidding process. We are talking about a five year agreement simply because the planting season is upon us, and although he can understand that concern, it should not be the driving force behind a decision. We should make this opportunity available to all local famers. **We should make this opportunity available to all local farmers. Kivell stated that he would have preferred a drawing as opposed to awarding the value of the property to one person without outside influences to the decision. He said this smacks of the old boy network because nobody else had been given the opportunity for this deal. as they are both subject to tax.** Furthermore, much has been made about the use of a barter arrangement rather than monetary transaction being the driving force, but bids for barter deals can be made. He further discussed the bidding process and the determination of what is in the best interest of the City through that process. He asked if bartered goods are still subject to tax. Attorney Lee stated that they are. Councilman Kivell stated that he does not understand the difference between bartered bids and monetary bids **as they are both subject to tax.**

Councilman Selden stated that he strongly resents some of the words that Councilman Kivell has used with regards to the various participants. He feels that the process has been conducted very openly. The City is receiving benefit from this agreement.

VOTE:

MOTION CARRIED (1 opposed)

**NEW BUSINESS:**

1. Parks and Recreation Committee Presentation – Long Term Goals

Erica Wilson, Vice Chair of the Parks and Recreation Commission stated that she has been asked to share with Council the Commissions vision for future development within McHattie Park. She gave a brief slide-show presentation of the recommendations for improvements and renovations including a park pathway, fitness trail and fitness equipment, basketball courts and spray park including a time table and estimated costs. She also discussed some funding ideas including grants, naming of park benches, brick pavers and corporate or individual naming for spray or exercise stations.

Councilman Kivell stated that he likes the ideas, but is concerned about the removal of the mature trees. Ms. Wilson stated that these are trees that are currently growing into the utility lines that will have to be cut back anyway.

Discussion was held on a possible recreation facility. Ms. Wilson stated that they have not talked about a recreation facility at this time. Mayor Wallace stated that it would be nice to look at that. He has spoken with the Supervisor of Lyon Township who has indicated that he would like to have a joint effort on something like that. Ms. Wilson stated that is addressed in their Master Plan. Right now, they are concentrating on McHattie Park. There are a lot of logistics in dealing with multiple communities for such a large project.

Councilman Kivell discussed the activities in McHattie Park. He stated that one thing that he did notice in the presentation was that parking was not addressed. With the increase in activities, there will also be an increased need for parking. Ms. Wilson stated that one thing they have talked about was the property that was donated by the Tube Mill as an extension of the existing parking.

Councilman Kramer stated that this is a great plan. A lot of people would be excited for any of these improvements.

Discussion was held on the improvements being an extension of our downtown bringing in more people to the area to support our downtown businesses.

Mr. Jeff Thompson of 225 W. Lake Street asked if there has been any consideration given to a concession stand as a way of funding. Councilman Kivell stated that there are a lot of costs involved with that.

Mr. Ken Hamblin of 8325 N. Rushton Road asked if the trees to be removed are too big to be relocated. It was stated that they are too big and they are directly underneath the utility lines. Mr. Hamblin stated that he would remove the trees for free.

2. Farmer's Market – Use of Veteran's Parking Lot

Roseana Twitchell of 558 Lyon Blvd. stated that she is speaking on behalf of the Farmer's Market Committee who has been working with the DDA. They are asking for approval to hold the Farmer's Market at the Veteran's Memorial Parking lot on Wednesdays from 2 p.m. until 7 p.m. with an hour before and after for set-up and tear down. This would be from May 26<sup>th</sup> through September 29<sup>th</sup> and then again on Saturday, October 23<sup>rd</sup> in conjunction with Pumpkinfest.

Councilman Kivell stated that we have been wanting this for quite some time. We had one at one time that evaporated. This sounds like a group that is well organized which will go a long way toward its success.

VOLUNTEER PARK  
MAINTENANCE AGREEMENT

This agreement is made between the City of South Lyon (hereinafter "City") a Michigan municipal corporation with offices at 335 S. Warren Street in the City of South Lyon and Kenneth Hamblin, an individual (hereinafter "Caretaker") to permit the caretaker to plant and harvest crops on the Southern most 30 acres of Volunteer park, a property owned by the City, which is currently vacant and unused in return for performing certain upkeep, maintenance and other duties at the Park as set forth in this agreement.

The parties agree, that the Caretaker is not a employee or agent of the City and the services provided by him reflect an exchange of services for the exclusive right to plant and harvest crops on said property for his own use and benefit.

In exchange for the right to plant and harvest crops on the unused portion of Volunteer Park, the Caretaker will provide the following services to the City:

- 1) Will remove noxious weeds, clear brush and small saplings in non-wetland areas.
- 2) Will assist the City in controlling illegal dumping on property by installing an access gate on Eight Mile Road and performing periodic site inspections.
- 3) Will cultivate and set aside approximately two acres of land to permit the City to maintain a tree farm for street trees and set aside two acres for planting of pumpkins for the City's annual festival.

The City retains to right to modify or reduce the area permitted for planting by giving caretaker notice of its intent on or before April 1 of each year this agreement is in force.

The Caretaker will obtain insurance coverage in a form approved by the City Attorney covering any act of negligence attributed to him associated with his activities on City property in an amount recommended by the City's insurance provider.

The City will not be responsible for crop damage, whether caused by man or nature, whether by trespass or park visitor.

The City makes no representation as to the suitability of the soil for growing crops, or the presence of discarded trash, junk, vegetation or other material, which may exist on the property. The City will not be responsible for the removal of material found or any reconditioning of the soil, which may be necessary before using the property for growing crops.

Within thirty days following the termination of this agreement, the caretaker, at his sole expense, shall disc the property to remove crop stubble.

In the event, the Oakland County Tax Assessor shall, on behalf of the County, or in its role as Assessor for the City, determine that the property subject to this agreement must be placed on the Tax Roll, Caretaker shall, within thirty (30) days of the assessors' determination, give written notice of his intent to pay such taxes or exercise his option to terminate this agreement at his sole discretion. Any tax assessed as a result of Caretaker's failure to give notice of his intent, shall be the obligation of the Caretaker and not the City.

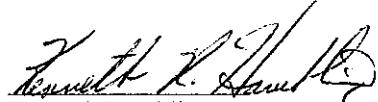
Caretaker warrants that he is an independent contractor, who provides workers compensation insurance, and pays all employment taxes for himself or any employees hired by him. He further warrants that he will not be working under the supervision of the City Manager, City employees or any elected or appointed officer of the City.

This agreement may be terminated upon thirty days written notice by either party without compensation to the other, but in the event of termination by the City, the Caretaker shall have the right to enter upon the property to harvest any growing crops planted by him, provided however, all such harvesting shall be completed by December 1<sup>st</sup> of the year in which the agreement is terminated.


This agreement shall become effective on April 26, 2010, and terminate on December 1, 2015.

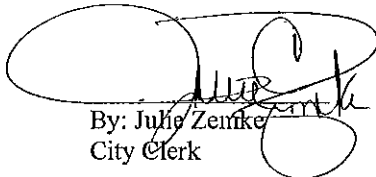
Executed this 20<sup>th</sup> day of April, 2010.

Caretaker:

  
Kenneth Hamblin

City of South Lyon

  
By: Tedd Wallace  
Its Mayor

  
By: Julie Zenke  
City Clerk

# **AGENDA NOTE**

**New Business: Item #2**

**MEETING DATE:** April 11, 2011

**PERSON PLACING ITEM ON AGENDA:** Police Chief

**AGENDA TOPIC:** Book'n Trilogy Run

**EXPLANATION OF TOPIC:** A request was received for a permit for a fundraiser run for the Salem-South Lyon District Library. The requested permit necessitates a closure of westbound Nine Mile from Millennium Middle School to the South Lyon Rail Trail from 9:00 a.m. to 9:15 a.m., on Saturday, May 21, 2011.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

Parade/Demonstration Application, (including route detail); memo from Chief Collins, Insurance Certificate

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the requested road closure.

**RECOMMENDATION:** Approve the requested road closure.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the closure of westbound Nine Mile Road from Millennium Middle School to the South Lyon Rail Trail from 9:00 a.m. to 9:15 a.m. on Saturday, May 21, 2011.



# **SOUTH LYON POLICE DEPARTMENT**

*Lloyd T. Collins*  
Chief



## **Memorandum**

**To:** David Murphy, City Manager

**From:** Chief Lloyd T. Collins

**Subject:** Book'n Trilogy Run

**Date:** April 6, 2011

I have received a permit request for the above-mentioned event. I reviewed the proposed route and find it to be acceptable. The event is scheduled to begin at 9:00 a.m. on Saturday, May 21, 2011. It will conclude by 12:00 p.m. The anticipated road closure will be between 9:00 a.m. and 9:15 a.m. A copy of the application for permit is attached for your information.

The planned event should cause only minimal disruption to normal traffic in the area. The Police Department will provide support for the event, including the requested road closure, (westbound 9 Mile from Millennium Middle School to the Rail Trail). Therefore, I have approved the request and have so notified the organizers.

c: Lt. S. Sharpe  
Julie Zemke, Clerk/Treasurer  
Steve Renwick, DPW Superintendent



## SOUTH LYON POLICE DEPARTMENT

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

### PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: 5/24/11 Requested Date of Event: 5/21/2011

Applicant / Contact's Name: Ed Bartone PH #: 248-946-1501

Applicant Address: 49651 Deer Run Northville MI 48167

Business / Organizations Name (if Applicable): Salem-South Lyon District Library

Bus. Ph#: 248-437-6593 Bus. Address: 9800 Pontiac Trail South Lyon

President / CEO (Responsible for Event): Doreen Hannon Direct Ph#: 248-437-6593

Parade START Time: 9:00 a.m. / p.m.

Parade END Time: 12:00 a.m. / p.m.

Approximate Number of PERSONS: 150 Organization Names: Book'n Trilogy Run

Approximate Number of VEHICLES: 0 Types of Vehicles: \_\_\_\_\_

Approximate Number of ANIMALS: 0 SPECIFIC Animals: \_\_\_\_\_

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

Route to be traveled (Include Street Names and Turning Directions): \_\_\_\_\_

Please see map attached

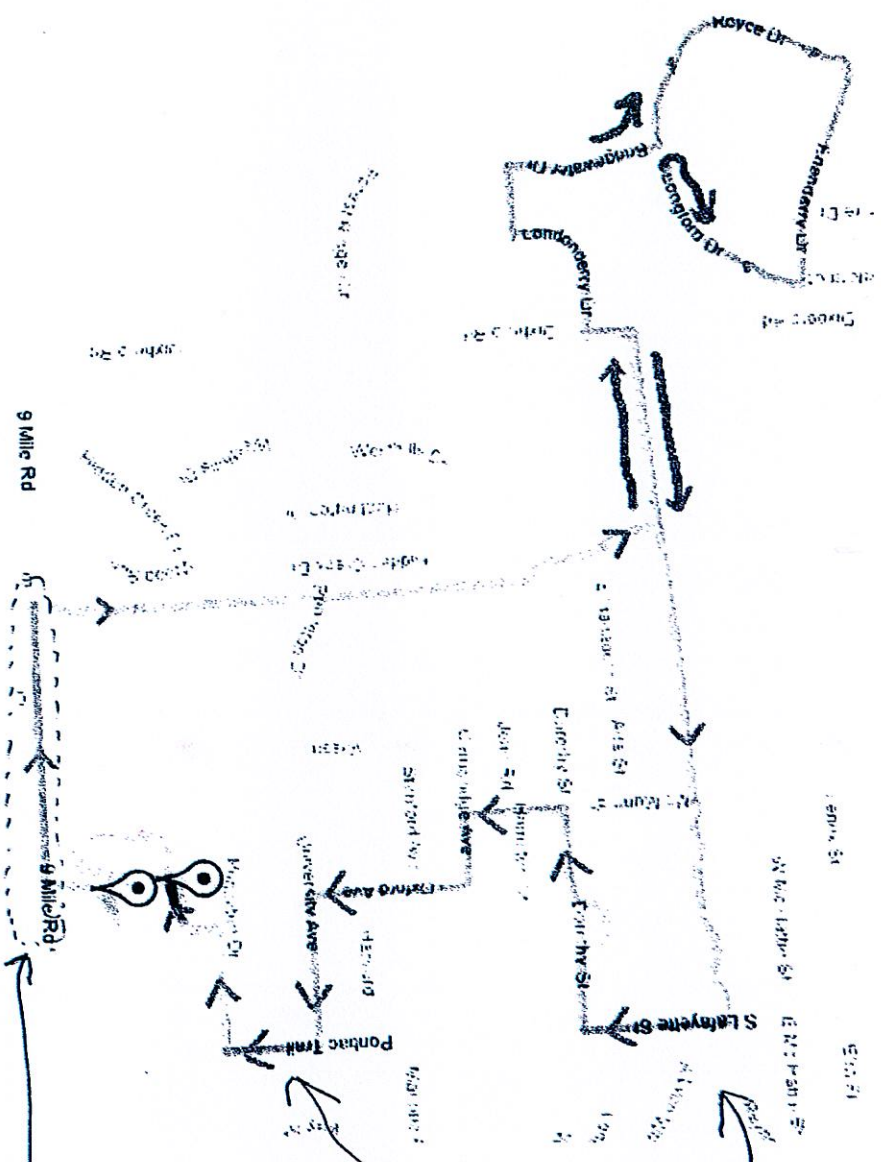
[Signature]  
Applicant's SIGNATURE

[Signature]  
Responsible Party's SIGNATURE

APPROVED [✓]

DENIED [ ]

[Signature] 04/06/11  
Lloyd T. Collins, Chief of Police



# Bookin Trilogy Run Route

All road crossings will have attendants.

May 21, 2011

9:00 AM

★ 9 mile Between Mileium and Path Closes  
North Side from 9:00 AM until 9:15 AM



# CERTIFICATE OF PROTECTION

## MICHIGAN TOWNSHIP PARTICIPATING PLAN

### REGIONAL RISK MANAGER

MCM GROUP, INC.  
10528 Shaver Road  
Portage, MI 49024-6747

CERTIFICATE NUMBER: MTP-182281

EFFECTIVE DATE: 10/01/2010

EXPIRATION DATE: 10/01/2011

### MEMBER PARTICIPANT

Salem South Lyon Library  
9800 Pontiac Trail  
South Lyon, MI 48178

<b>BUILDING &amp; CONTENTS</b> <b>INLAND MARINE FLOATER/EDP</b> <b>BOILER &amp; MACHINERY</b> <b>CRIME</b>	<table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">\$</td> <td style="width: 50%; text-align: center;">\$ N/A</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$ N/A</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$ N/A</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$ N/A</td> </tr> </table>	\$	\$ N/A	\$	\$ N/A	\$	\$ N/A	\$	\$ N/A		
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N/A											
B.I. & P.D. COMBINED	\$ N/A										

### SPECIAL CONDITIONS/OTHER COVERAGES

**ADDITIONAL INSURED:** City of South Lyon, MI as regards the above named Member Participant's 5K/10K "Book'n Trilogy", Fitness Walk and the 1 Mile "Story Time Challenge" being held on City property effective May 21nd, 2011 from 12:01 a.m. to 11:59 p.m. ONLY.

*Kevin C. Doster*

SIGNATURE OF RISK MANAGER

DATE

4-5-11

# **AGENDA NOTE**

**New Business: Item #3**

**MEETING DATE:** April 11, 2011

**PERSON PLACING ITEM ON AGENDA:** City Clerk/Treasurer

**AGENDA TOPIC:** City Fee Schedule

**EXPLANATION OF TOPIC:** As you know, in January 2010 Council adopted the fee schedule for fees charged by all departments. Fire Chief Kennedy is requesting a revision to the schedule to encompass charges for the Fire Department not currently included.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Proposed Fee Schedule

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the proposed Fee Schedule

**RECOMMENDATION:** Approve the proposed revised Fee Schedule as presented

**SUGGESTED MOTION(s):**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ To  
approve the proposed revised Fee Schedule as presented

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/1  
Last Revision 4/11/201

## CITY CLERK/TREASURER'S OFFICE

### General

	Misc. Copies	\$0.25
	Misc. Color copies	\$0.50
	Copies of Assessment Field Cards	\$1.00
	City Code	\$107.00
	Master Plan	\$20.00
	Zoning Ordinance	\$25.00
	Zoning Map	\$1.00
	City Charter	\$7.00
	List of Voters	\$35.00
	Special List of Voters	\$25.00
	List of Absentee Voters	\$10.00
	List of Voters on disk or CD	\$10.00
	List of Voters on Lables	.50 per page
	NSF Fee	\$25.00
Notary Service	Resident	No Charge
	Non-Resident	\$5.00
Parcel Combination Application fee	First	\$50.00
Parcel Split/Combination Application fee	Each additional	\$100.00
		\$50.00
Snow removal from paved sidewalks or ice melting per Chapter 82 of the City Code		\$87 per hour
Weed mowing		Actual cost for City Personnel or contractor for cutting + \$25
Permits		
	Peddler & Solicitor	1 week- \$25+\$10 per person 8 days to 6 months-\$50+\$10 per person Annual-\$100+\$10 per person * Police Dept. Application fee in addition to above
	Fire Sale Permit	\$50.00
	Going out of Business Sale	\$50.00
	Garage Sale Permit	\$5.00
	Christmas Tree Sales	1 week- \$25+\$10 per person 8 days to 6 months-\$50+\$10 per person Annual-\$100+\$10 per person

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/1.  
Last Revision 4/11/201

McHattie Park Use Permit (Refundable deposit after inspection of the park)		25-50 People-\$25 50-100 People-\$50 101 or more people-\$100
Fireworks Permit		\$25 for each location
Buying/Receiving Gold, Silver, gems		\$50 Application Fee
Amusement Devices		\$100 Investigation Fee \$25 Annual Fee
Cemetery		
Sale of Graves	Resident	\$400.00
	Non-Resident	\$800.00
	Infant graves (Sec. 8) Resident	\$200.00
	Infant graves (Sec. 8) Non-Resident	\$350.00
Open/Close Fees	Adult Resident	\$500.00
	Adult Non-Resident	\$800.00
	Child Resident	\$350.00
	Child Non-Resident	\$450.00
	Infant Resident	\$250.00
Saturday Open/Close Fees		Infant Non-Resident \$350.00
Cremation Open/Close Fees	Adult Resident	\$600.00
	Adult Non-Resident	\$900.00
	Child Resident	\$450.00
	Child Non-Resident	\$550.00
	Infant Resident	\$350.00
Monument Foundations		Infant Non-Resident \$450.00
Monument Foundations	Resident	\$150.00
	Non-Resident	\$250.00
	24"X14"	\$80.00
	26"X16"	\$85.00
Monument Foundations	30"X18"	\$100.00
	32"X20"	\$100.00
	40"X20"	\$110.00

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/11  
Last Revision 4/11/201

## Monument Foundations Continued

42"X18"	\$120.00
44"X20"	\$120.00
50"X20"	\$125.00
54"X20"	\$135.00
54"X22"	\$140.00
60"X23"	\$150.00
60"X24"	\$165.00
68"X24"	\$165.00

## Carnival or Circus

Amusement Park/Circus (10 concessions or less)	\$200.00
Amusement Park/Circus (10-19 concessions)	\$300.00
Amusement Park/Circus (20 or more concessions)	\$400.00
Carnival (10 concessions or less)	\$100.00
Carnival (10-19 concessions)	\$150.00
Carnival (20 or more concessions)	\$200.00

## WATER/SEWER RATES

(Unit factors are based on factors as assigned by the Oakland County Drain Commissioner)	Water per 1,000 gallons	
	Water per 1,000 gallons of water used	\$1.95 (effective 6/1/10)
	Water Tap-in per unit factor	\$3.83 (effective 6/1/10)
	Sewer Tap-in per unit factor	\$2,800.00
	Sewer & Sewer Inspection	\$4,200.00
Inspection of Sanitary Sewer/Storm Drains on private property		\$30.00
Manhole/Catch Basins	6" Diameter	1'-50'
	8" Diameter	\$12+\$6 each additional 50"
	12" Diameter	\$14+\$7 each additional 50"
	18" Diameter	\$18+\$9 each additional 50"
	Over 18" Diameter	\$30+\$15 each additional 50"
Fire Sprinkler System	Over 18" Diameter	\$40+\$20 each additional 50"
	3/4" Water Distribution Pipe	\$5.00
	1" Water Distribution Pipe	\$5
	1 1/4" Water Distribution Pipe	\$10
	1 1/2" Water Distribution Pipe	\$15
Over 2" Water Distribution Pipe	2" Water Distribution Pipe	\$20
	Over 2" Water Distribution Pipe	\$25
	Over 2" Water Distribution Pipe	\$3
	Over 2" Water Distribution Pipe	\$3



# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/1  
Last Revision 4/11/201

Water Service (Main to Structure)	Minimum Size 1"	\$10
Septic Tank Disconnect		\$10
Water Shut-off/Turn-on (per trip)	During regular business hours	\$20
	After regular business hours	\$40
Purchase of water for commercial purposes (pool filling, hydro-mulch, etc.) (Must be obtained at Wastewater Treatment Plant only)		\$10 per 1,000 gallons

## SOLID WASTE/RECYCLING FEES

Solid Waste/Recycling/Compost Continued	Single Family	\$32.25 per quarter
	Hampton Square Condominiums	\$28.18 per quarter
	Colonial Acres	\$28.18 per quarter
	Quail Run	\$28.18 per quarter
	Evergreen Condominiums	\$28.18 per quarter
	Lafayette Woods Condominiums	\$28.18 per quarter
	Hickory Pointe Condominiums	\$28.18 per quarter
	Village at Eagle Heights	\$28.18 per quarter
	Lexington Condominiums	\$28.18 per quarter

## PLANNING & ZONING FEES

Zoning Board of Appeals		\$200 (all appeals)
Rezoning Requests	Single Family	\$500 +\$5 per acre or fraction
	Multiple Family	\$500 +\$15 per acre or fraction
	Commercial, Office or Industrial	\$500 +\$20 per acre or fraction
Special Use Approval		\$500+\$15 per acre
<b>Site Plan Review-Commercial/Office Industrial</b>		
Preliminary Review	Less than 1 acre	\$500+15%
	1 acre but less than 5 acres	\$500+\$30 per acre +15%
	More than 5 acres	\$500+\$45 per acre +15%
Final Review	Less than 1 acre	\$550+15%
	More than 1 acre	\$575+\$15 per acre +15%
	Re-submittal	1/2 original fee
<b>Preliminary Review - Traffic</b>		
	Less than 30 acres	\$400+15%
	30-125 acres	\$700+15%
	More than 125 acres	\$1,100+15%

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/11  
Last Revision 4/11/201

Final Review - Traffic		Less than 30 acres	\$600+15%
		30-125 acres	\$1,10+15%
		More than 125 acres	\$2,000+15%
Revisions		All requests	30% of original fee
Site Plan Review-Multiple & Cluster			
Multiple-Planning			
		Preliminary	\$200+\$4 per dwelling+15%
		Final Review	1/2 original fee
		Revisions	1/2 original fee
Cluster-Planning			
		Preliminary	\$250+\$4 per dwelling+15%
		Final Review	1/2 original fee
		Revisions	1/2 original fee
Multiple/Cluster-Engineering			
		Preliminary	\$300+\$15 per acre or fraction+15%
		Revisions	1/2 original fee
		Final Review	\$450 or 1.3% construction cost +15%
		Revisions	\$250+15%
Multiple/Cluster-Traffic Review			
Preliminary		Less than 400 dwelling units	\$450+15%
		401-1000 Dwelling units	\$850+15%
		More than 1000 dwelling units	\$1,250+15%
Traffic Study Review			
		Less than 400 dwelling units	\$550+15%
		401-1000 Dwelling units	\$900+15%
		More than 1000 dwelling units	\$1,800+15%
		Revisions	1/2 original fee
		Final Review	30% of original fee
Site Plan Review - Planned Development			
Planning			
		Plan Review	\$10 Per dwelling unit or acre-\$1000 max+15%
Engineering			
		Plan Review	\$500+\$5 per acre over 100 acres+15%

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/1  
Last Revision 4/11/201

Traffic Preliminary		Less than 30 acres	\$450+15%
		30-125 acres	\$850+15%
		More than 125 acres	\$1,200+15%
Traffic Study Review		Less than 30 acres	\$650+15%
		30-125 acres	\$1,200+15%
		More than 125 acres	\$2,200+15%
		Revisions	1/2 of original fee+15%
		Final Review	30% of original fee+15%
Site Plan Review - Conventional Subdivision			
Planning		Preliminary	\$250+\$4 per dwelling+15%
		Final Review	1/2 original fee+15%
		Revisions	1/2 original fee+15%
Engineering		Preliminary	\$300+\$5/acre over 5 acres+15%
		Revisions	\$125+15%
		Final Review	\$450 or 1.3% construction cost+15%
		Revisions after Final Review	\$250
Traffic - Preliminary		Less than 400 dwelling units	\$450+15%
		400-1000 dwelling units	\$850+15%
		More than 1000 dwelling units	\$1,250+15%
Traffic Study Review		Less than 400 dwelling units	\$650+15%
		400-1000 dwelling units	\$1,250+15%
		More than 1000 dwelling units	\$1,850+15%
		Revisions	1/2 of original fee +15%

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/11  
Last Revision 4/11/201

## Woodlands & Wetlands Review

Wetlands	Site Plan	\$500+\$50 per acre over 2 acres+15%
	Revisions	25% of original fee+15%
	Subdivision Lot	\$200+15%
Woodlands	3 trees or less to be removed	\$200+15%
	Site Plan	\$900+\$70 per acre or fraction+8% of replacement plantings

## Site Plan Review Deposit

\$3,000

\* Deposit: Covers services of the City's Consultants (Engineers and Planners) for site plan review, as well as legal fees incurred related to the project. Additional costs beyond the deposit shall be required upon the depletion of the initial required deposit. The applicant shall receive a refund of any portion of the deposit that is not allocated.

\*\* The above fees represent the amount to be paid by the owner/applicant at the time the application is submitted. The fees are intended to the costs incurred by the City for personnel, publishing and printing. If a deposit is required, it is intended to cover all the consultant fees (including engineering, planning and legal fees). If the deposit collected is not depleted by the consultant fees the balance will be returned to the owner/applicant.

\*\* If the developer decides to withdraw his/her project, only the balance of the review fee for which services have not been rendered will be refunded, less 15% administrative charges.

## Inspection:

This is a cash amount to be deposited before construction to cover the costs of the City inspectio. The deposit is based on the construction cost of all water mains, sanitary sewers, storm sewers, and paving and sidewalks that require engineering inspection. The construction cost will be defined as either the signed contract for the work or a sealed engineer's itemized estimate for the work approved by the City Engineer.

All inspection deposits must be submitted to the City at least forty eight (48) hours prior to the start of construction.

Construction Cost	Deposit (Percent of Construction Cost)
0 to \$25,000	10%
\$25,001 to \$100,000	\$2,500 + 7% of amount over \$25,000
\$100,001 to \$250,000	\$7,000 + 5% of amount oer \$100,000
Over \$250,000	\$14,500 + 4% of amount over \$250,000

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/11  
Last Revision 4/11/201

At the conclusion of the work, if the total costs of the City inspections are less than the amount deposited, the City shall refund the remainder of the deposit. If the amount of the deposit is exhausted before work is concluded, the City shall stop work until additional monies are deposited to the City to cover the cost of the remaining City inspections.

## BUILDING PERMITS

Cost of Construction:

	\$1-\$1,000	\$60
	\$1,001-\$2,000	\$75
	\$2,001-\$3,000	\$90
	\$3,001-\$4,000	\$105
	\$4,001-\$5,000	\$120
	\$5,001-\$6,000	\$135
	\$6,001-\$7,000	\$150
	\$7,001-\$8,000	\$165
	\$8,001-\$9,000	\$180
	\$9,001-\$10,000	\$195
	\$10,001-\$100,000	\$195+\$5 per \$1,000 over \$10,001
	\$100,001-\$500,000	\$645+\$5 per \$1,000 over \$100,001
	\$500,000 Plus	\$2645+\$5 per \$1,000 over \$500,000

Plan Review Fee	15% of Permit Fe
Additional/Re-inspection	\$35
Special or overtime inspection	\$45 per hour or fraction - minimum \$90
New Business Inspection	\$45
Starting work without permit	double fee
Zoning permit for structures not requiring a permit	\$50
Signs	
	Temporary (30 days) \$20
	Permanent Sign Same as Building Permit Fees
	Sandwich Board Sign \$50 per calendar year
Demolition	\$50 + \$.05 per square foot
* Demolition permits may be issued only after applicant certifies that all utilities have been notified and disconnected	
Permit Cancellation	35% of Permit fee
Permit reactivation for abandoned permits	35% of original fee

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/1  
Last Revision 4/11/201

Contractor License Registration	\$15
Cash Bond for new construction	\$500
Inspection Fee for New Business	\$50

\* A plan review fee for any construction project over \$100,00 estimated cost of construction will be charged .15% of the permit fee

\*\* The current ICC Building Valuation Data Report will be used to compute building permit fees if required

## PLUMBING PERMITS

Application Fee	\$30
Mobile Home Park Site	\$5 each
Fitures, floor drains, special drains, water connected appliances	\$5 each
Stacks (soil, waste, vent & Conductor	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each
Water Service:	
	less than 2" \$5
	2" to 6" \$25
	over 6" \$50
Connection bldg. Drain - bldg. sewers	\$5
Sewers (Sanitary, storm or combined):	
	less than 6" \$5
	6" & over \$25
Manholes, Catch Basins	\$5 each
Watering Distributing Pipe (system)	
	3/4" Water Distribution Pipe \$5
	1" Water Distribution Pipe \$10
	1 1/4" Water Distribution Pipe \$15
	1 1/2" Water Distribution Pipe \$20
	2 " Water Distribution Pipe \$25
	Over 2" Water Disbribution Pipe \$3
Reduced Pressure Zone Back-flow Preventer	\$5 each
Special/Safety Inspection	\$45
Additional/Re-Inspection	\$35
Permit Cancellation	35% of Permit fee
Contractor License Registration	\$15

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/11  
Last Revision 4/11/201

## MECHANICAL PERMITS

Application Fee	\$30
Residential Heating System (New Building)	\$50
Gas/Oil Burning Equipment	\$30
New and/or Conversion Units	\$30
Residential Boiler	\$5
Water Heater	\$5
Flue/Vent Damper	\$5
Solid Fuel Equipment (includes chimney)	\$30
Gas burning fireplace (includes chimney)	\$25
Chimney, Factory Built installed separately	\$20
Solar (set of 3 panels - includes piping)	\$5
Gas Piping - each opening - new installation	\$30
Air Conditioning (includes split systems)	\$30
Heat Pumps; Complete Residential	\$5
Bath & Kitchen exhaust	\$20
Tanks:	
	Above ground \$20
	LP Tank Connection
	Underground \$25
	LP Tank Connection
Humidifiers	\$10
Piping	\$ .05/ft. - minimum \$25
Duct	\$ .10/ft. - minimum \$25
Heat Pumps; Commercial (pipe not included)	\$20
Air Handlers/Heat Wheels	\$ .10/ft. min \$25
	under 10,000 CFM \$20
	Over 10,000 CFM \$60
Commercial Hoods	\$15
Heat Recover Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (Terminal Units)	\$15
Fire Suppression	\$ .75 per head - min \$20

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/14  
Last Revision 4/11/201

Evaporator Coils	\$30
Refrigeration (Split System)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor	\$30
Special/Safety Inspection	\$45
Additional/Reinspection	\$35
Permit Cancellation	35% of Permit fee
Contractor License Registration	\$15

## ELECTRICAL PERMITS

Application Fee	\$30
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### Service:

	2 thru 200 Amp.	\$20
	Over 200 Amp. Thru 600 Amp.	\$25
	Over 600 Amp. Thru 800 Amp	\$30
	Over 800 Amp. Thru 1200 Amp.	\$35
	Over 1200 Amp. GFI only	\$40
Circuits		\$5
Light Fixtures - per 25		\$6
Dishwasher		\$5
Furnace - Unit Heater		\$5
Electrical Heating Units (baseboard)		\$4
Power Outlets 240 v. (ranges, dryers, etc.)		\$7
Signs:		
	Unit	\$10
	Letter	\$15
	Neon - each 25 feet	\$20
Feeders - Bus Ducts, etc. - per 50 feet		\$6
Mobile Home Park Site		\$6
Recreational Vehicle Park Site		\$4
Units up to 20 K.V.A. & H.P.		\$6
Units 21 to 50 K.V.A. & H.P.		\$10
Units 51 K.V.A. & H.P. and over		\$12
Fire Alarms - up to 10 devices		\$50



## CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/11  
Last Revision 4/11/201

Fire Alarms 11 to 20 devices	\$100
Fire Alarms - over 20 devices	5 each
Energy Retrofit - Temp. Control	\$45
Conduit only or grounding only	\$45
Special/Safety Insp.	\$45
Additional/Re-Inspection	\$35
Smoke Detector (each)	\$5
Low Voltage	\$5
Permit Cancellation	35% of Permit fee
Contractor License Registration	\$15

### FILM PERMIT FEES

Permit Application fee (non-refundable)	Motion Picture, Television or Video on Public Property	\$750.00
	Still Photography on Public Property	\$175.00
	Additional fee for expedited processing if less than normal processing time is required (at the discretion of the City Manager and hir/her designee)	\$150.00
Daily Public Property Use Fee (from prep to clean-up)	Motion Picture, Television or video - per day	\$1,000-\$2,000*
	Public Property Location Holding - per day	\$75.00
Extended Hours of Permitted Film Activity (Public or Private Property)	Any film permitted activity beyond 7 a.m. to 7 p.m. Monday through Saturday or driving scenes on major minor or neighborhood roads requiring special barricades, noticing and/or public safety personnel	Hourly rates for staff time to be calculated and charged separately
* Staff Costs		
While actual costs vary by event, film event billings by the City shall be itemized:	Municipal Service Employee Time	See attached sheets
	Police Employee Time	\$54.49 per officer - 3 hour minimum
	Fire Department Time	
	Facility Fee	See above
	Equipment Charges	See attached sheets
	Purchased Materials	Cost
	Rented Materials	Cost
	Missing/Damaged Equipment or Supplies	Cost

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/1  
Last Revision 4/11/201

Security Deposit

A cash deposit, performance bond or other security will be required in an amount equal to the amount estimated by the City to be billed for the City.

## DPW EXPENSES

### Equipment

Sweeper	\$86.65
J.D. Backhoe	\$101.90
J.D. 5410 Tractor	\$73.28
J.D. 4 x 4 Tractor	\$62.02
Ford Backhoe	\$128.85
J.D. Backhoe	\$120.78
Ford CM224 Mower	\$20.17
Wheel Loader	\$42.89
Vactor	\$146.65*
Chipper Under 9"	\$15.15*
Chipper 9" Min.	\$25.34*

Note: a 2 hour minimum is required for all equipment and vehicles

\* Minimum 2 employees to operate

### Vehicles

	<u>Winter Rate</u>	<u>Summer Rate</u>
T-1 Ford F250 4 x 4 – 2009	\$26.69	\$10.92
T-2 Dodge 4 x 4 Dakota	\$24.73	\$8.96
T-3 Dodge Ram 3500 2 x 4	\$14.59	\$14.59
T-4 Dodge Ram 3500 4 x 4	\$27.02	\$10.92
T-5 Ford F-350 4 x 4 – 2008	\$27.02	\$10.92
T-6 Ford F-350 Dump	\$13.15	\$13.15
T-7 Sterling Dump 2003	\$51.88	\$18.27
T-8 Sterling Dump 2005	\$35.16	\$25.50
T-9 Sterling Dump Large	\$35.16	\$25.50
T-10 International 1994	\$35.16	\$25.50
T-11 Dodge Ram 3500 – Service	\$35.16	\$25.50
T-12 Volvo Tandem 2000	\$35.16	\$25.50

# CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/11  
Last Revision 4/11/201

<b>EMPLOYEES</b>	
Employee Rate per Hour	\$40.50
Employee Over Time per Hour	\$60.75
Employee On-Call per Hour	\$121.50
<b>State Barricade Pricing – 586-756-8282</b>	
Signs	\$1.50 per day per Sign
Barrels w/ Lights	\$ .50 per day per Barrel
Barricade II	\$ .50 per day per Barricade
Barricade III	\$2.00 per day per Barricade
<b>POLICE DEPARTMENT</b>	
Police Reports & all department copies	\$4.00 first page \$1.00 per page after first
Copies of Ordinances or Laws	\$4.00
Video Clips	\$75.00
911 Wav file	\$75.00
Handicapped Parking Violations	\$100.00 if paid within 7 days \$125.00 after 7 days
Other parking violations	\$10 if paid within 7 days \$20 after 7 days
Emergency Cost Recovery	Actual cost
FOIA Requests	Actual cost of lowest paid employee capable plus materials
Liquor License Investigation	\$500.00
Liquor License Add or change existing license	\$100.00
Registration of Precious Metals Dealer	\$50.00
Gem/Gold/Jewelry Dealer Application	\$50.00
Solicitor/Peddler License Application	\$10.00
PBT	Resident \$2.00 Non-Resident \$7.00
Fingerprints	Resident Fees set by State of Michigan or free Non-Resident \$25.00 plus any State or Federal fees
Local Records Check - w/letter	Resident \$1.00 Non-Resident \$5.00
Bicycle License	\$1.00
Parking Lot Permit	\$25.00

## CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25/10  
Last Revision 4/11/2011

FIRE DEPARTMENT	
National Fire Incident Report System	\$10 per incident number (includes postage if necessary)
Environmental Assessment (NFIRS Reports & Fire Marshal Division Reports)	\$20 per address (includes postage if necessary)
Miscellaneous copies	\$ .25 per page

# **AGENDA NOTE**

New Business: Item #4

**MEETING DATE:** April 11, 2011

**PERSON PLACING ITEM ON AGENDA:** City Clerk/Treasurer

**AGENDA TOPIC:** Amendment to the Freedom of Information Act Policy

**EXPLANATION OF TOPIC:** In March 2007 Council approved the City of South Lyon Freedom of Information Act Policy. Within that policy, the City Clerk is designated as the FOIA Coordinator with the exception of the Police Department. The Police Chief is designated as coordinator for that department. Chief Kennedy is requesting an amendment to the policy designating the Fire Chief as coordinator for that department.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Amended Freedom of Information Act Policy with changes highlighted in red.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the amendment to the Freedom of Information Act Policy

**RECOMMENDATION:** Approve the amendment to the Freedom of Information Act Policy

**SUGGESTED MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ To  
approve the amended City of South Lyon Freedom of Information Act Policy

4/11/2011

**CITY OF SOUTH LYON**  
**FREEDOM OF INFORMATION ACT POLICY**

Effective Date: March 26, 2007

**A. Policy**

It is the public policy of the State of Michigan and hereby adopted by the City of South Lyon that all persons, except those persons incarcerated in state or local correctional facilities, are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees, consistent with the Freedom of Information Act as set forth in MCLA 15.231, et seq. The people shall be informed so that they may fully participate in the democratic process.

**B. Definitions**

**Act:** The Michigan Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended.

**FOIA Coordinator:** The FOIA coordinator is responsible for accepting and processing requests for public records as outlined in this policy and the Act and is responsible for approving denials of requests.

**Person:** An individual, corporation, organization, or other legal entity. A person does not include an individual serving a sentence of imprisonment in a state or county correctional facility in this state or any other state, or in a federal correctional facility.

**Public Body:** The City of South Lyon and its duly constituted departments, commissions, boards or committees.

**Public Record:** A writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created.

**Software:** A set of statements or instructions that when incorporated in a machine usable medium is capable of causing a machine or device having information processing capabilities to indicate, perform, or achieve a particular function, task, or result. Software does not include computer-stored information or data, or a field name if disclosure of that field name does not violate a software license.

**Unusual circumstances:** 1 or a combination of the following, but only to the extent necessary for the proper processing of a request:

- a. The need to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to a single request.
- b. The need to collect the requested public records from numerous field offices, facilities, or other establishments which are located apart from the particular office receiving or processing the request.

**Writing:** A handwriting, typewriting, printing, photostating, photographing, photocopying, and every other means of recording, and includes letters, words, pictures, sounds or symbols, or combinations thereof, and papers, maps, magnetic or paper tapes, photographic films or prints, microfilm, microfiche, magnetic or punched cards, discs, drums, or other means of recording or retaining meaningful content.

**Written request:** A writing that asks for information, and includes a writing transmitted by facsimile, electronic mail, or other electronic means.

### **C. Procedures**

1. The City Clerk is hereby designated as the FOIA Coordinator for the City of South Lyon except for the Police Department and Fire Department and the office shall be deemed South Lyon City Hall.
2. The Chief of Police is hereby designated as the FOIA Coordinator for the Police Department and the office shall be deemed the Police Department.
3. The Fire Chief is hereby designated as the FOIA Coordinator for the Fire Department and the office shall be deemed the Fire Department.
4. Any person seeking to inspect or receive a copy of a public record shall submit his or her request for a public record or records in writing to the appropriate FOIA Coordinator or his or her designee.
5. Each such written request shall be submitted to the appropriate FOIA Coordinator, or his or her designee, by delivering or causing the delivery of such request to the appropriate office between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday of each week, except on holidays falling on any such days for which the offices of the City of South Lyon are closed; provided, however, that any written request that is received by an employee of the City other than the FOIA Coordinator, or his or her designee, shall forthwith forward and deliver that written request to the appropriate FOIA Coordinator, or his or her designee.
6. Each such written request which is delivered in person or by ordinary or certified mail shall be deemed to have been received on the date it is delivered to the FOIA

Coordinator, or his or her designee, and such receipt shall be documented as to the time and date on which it was received in the designated office.

7. Each such written request which is delivered by facsimile, electronic mail or other electronic means shall be deemed to have been received on the next business day after the electronic transmission is made and delivered to the FOIA Coordinator or his or her designee, and such receipt shall be documented as to the time and date on which it was received.
8. Each such written request shall be retained by the FOIA Coordinator on file for not less than one year.
9. Each such request shall describe the public record or records requested sufficiently to enable the staff to find said public record.
10. After searching for and, if possible, locating the requested public record or records, said public record or records shall be examined and reviewed by the FOIA Coordinator, or his or her designee, and separated and deleted from other public records not included in said request.
11. Any requested public record or records that is or are found shall be first searched, examined and reviewed by the FOIA Coordinator, or his or her designee, to determine if it is or they are wholly exempt from disclosure or, if it contains or they contain both exempt and non-exempt material.
12. If the public record or records is or are determined to contain both exempt and non-exempt material; the non-exempt material shall be separated from the exempt material and the non-exempt material shall be made available for the requesting person's examination and copying.
13. All public records determined to be exempt in whole or in part shall be denied to the requesting person in a written Notice of Denial provided to him or her.
14. All responses to requests for inspection or copies of public records shall be made immediately, if reasonably possible, but in no case more than 5 business days after the day the request is received, unless otherwise agreed to in writing by the requesting person, and shall:
  - a. grant the request;
  - b. deny the request in writing and provide same to the requesting person; or
  - c. grant the request in part and issue a written notice to the requesting person denying the request in part;
  - d. issue a notice extending for not more than 10 business days the period during which the FOIA Coordinator shall respond to the request; provided, that not more than 1 notice of extension shall



issue with respect to a particular request. If a notice extending the period for response is issued, it shall contain the reasons for such extension and the date by which the City will grant the request, deny the request in writing provided to the requesting person, or grant the request in part and issue a written notice to the requesting person denying the request in part.

15. A written Notice of Denial shall contain:

- a. an explanation of the basis under the Act or other statute for the determination that the public record, or the portion thereof, is exempt from disclosure, if that is the reason for denying the request or a portion of the request;
- b. a certificate that the public record does not exist under the name given by the requesting person or by another name reasonably known to the public body, if that is the reason for denying the request or a portion thereof;
- c. a description of a public record or information on a public record which is separated or deleted as provided in MCLA 15.244(2), if a separation or deletion is made;
- d. a full explanation of the requesting person's right to do either of the following:
  - i. submit a written appeal to the head of the public body that specifically states the word "appeal" and identifies the reason or reasons for reversal of the disclosure denial; or
  - ii. seek judicial review within 180 days after the City's final determination to deny a request under MCLA 15.240. Notification of the right to judicial review shall include notification of the right to receive attorney's fees and damages as provided in MCLA 15.240. If, after judicial review, the circuit court determines that the requestor is the prevailing party.
- e. the signature of the FOIA Coordinator or his or her designee.

16. In the event of a written appeal to the South Lyon City Manager, the City Manager shall, within 10 days after receiving the written appeal, do one of the following:

- a. reverse the disclosure denial;
- b. issue a written notice to the requesting person upholding the disclosure denial;
- c. reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part; or
- d. under unusual circumstances as defined herein, a notice extending for not more than 10 business days the period during which the City of South Lyon shall respond to the appeal may be issued; provided, however, that not more than 1 such notice may issue for such an extension for a particular request.

16. All copies of public records shall be mailed to the requesting person unless personally picked up by the requesting person at the South Lyon City Hall after being notified of their availability.
17. A requesting person who is granted a right to inspect a requested public record or records shall be furnished a reasonable opportunity for inspection and examination of such public record or records together with reasonable facilities for making memoranda or abstracts from same during usual business hours. Such inspections and examination shall be conducted by the requesting person in the presence of such employees of the City of South Lyon and under such conditions as the FOIA Coordinator, or his or her designee, might require in order to protect public records and to prevent excessive and unreasonable interference with the discharge of municipal functions.
18. The following fees shall be charged by the City of South Lyon and paid by the requesting person in connection with the requests to inspect or copy public records pursuant to the Freedom of Information Act:
  - a. Photocopy expense:
  - b. Labor costs associated with photocopying records, and any permitted or required searches, examinations, reviews, separation and deletions of material. These costs shall be assessed to and paid by the requesting person at the hourly rate paid to the lowest paid public body employee in the employ of the City of South Lyon which is capable of retrieving the information necessary to comply with the request the said rate shall be disclosed to the requesting person at the time the identity of the lowest paid public-body employee is capable of retrieving the requested information is determined and said fees are calculated.
  - c. Mailing costs deemed are to be \$1.00 plus any portion of the postage which exceeds \$1.00.
19. Notwithstanding anything contained herein to the contrary, no fee shall be charged for searching, examining, reviewing, and deleting and separating exempt from non-exempt material unless failure to charge a fee would result in unreasonably high costs to the public body because of the nature of the request in the particular instance, such as, by the way of example, cases requiring advice from legal counsel, additional staffing or other direct expenses not in the ordinary course of business.
20. In any case where the estimated actual costs to the City of South Lyon of responding to a request for the inspection or receiving of a copy of a public records exceeds \$50.00, a good faith deposit equal to 1/2 of the estimated cost of such response shall be required at the time the request is received;

21. A copy of a public record shall be furnished, without charge for the first \$20.00 of the fee for each request, to an individual who submits an affidavit that he or she is then receiving public assistance, or if not receiving public assistance, stating facts showing inability to pay the cost.
22. Notwithstanding anything contained herein to the contrary, all information and records of the type specifically described in MCLA 15.243, as amended, are hereby declared to be exempt from disclosure as a public record under either this Resolution or the Act.

This Resolution passed in open Council meeting by roll call vote on the 26th day of March, 2007.

Amended by resolution and passed in open Council meeting by roll call vote on the 11<sup>th</sup> day of April, 2011

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Tedd M. Wallace, Mayor

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Julie Zemke, City Clerk/Treasurer

# AGENDA NOTE

New Business: Item #5

**MEETING DATE:** April 11, 2011

**PERSON PLACING ITEM ON AGENDA:** DPW Superintendent

**AGENDA TOPIC:** Receipt of Grants

**EXPLANATION OF TOPIC:** I have applied for and received two grants in the total amount of \$340,750. The first grant \$90,700 is for the upgrading of our decorative streetlights downtown removing the 100w High Pressure Sodium bulbs to LED engines and bulbs. The second grant \$250,000 is for the Wastewater Treatment Plant to reduce energy usage for the main process areas of the plant by replacing current equipment with higher efficiency units.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Grant agreement

**POSSIBLE COURSES OF ACTION:** Approve agreement/do not approve agreement.

**RECOMMENDATION:** Approve agreement

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by

\_\_\_\_\_ to authorize the signing of the grant agreement by the City Clerk and the City Manager.



A Memorandum from  
The  
City of South Lyon  
Department of Public Works  
Steven S. Renwick, Superintendent

Date: April 4, 2011  
To: David Murphy, City Manager  
Subject: Grant Receipt

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In February 2011 grant monies became available through Michigan Suburbs Alliance. An application was submitted for upgrading the streetlights in the DDA to LED Lighting. The amount of this grant is \$90,750.

A second grant was applied for the Wastewater Treatment Plant to reduce energy usage for the main process areas of the plant by replacing current equipment with higher efficiency units for aerobic processes. The previous grant allowed for assessment for ways to reduce energy usage. This grant allows for the upgrade of equipment based on the assessment. The amount of this grant is \$250,000.

The total amount of both grants is \$340,750. A representative of Michigan Suburbs Alliance will be at the meeting to answer any questions pertaining to the grant.

cc:

**Mailing:** 335 S. Warren St., South Lyon, MI 48178

Phone: (248) 437-6914

**Office:** 530 Ada St., South Lyon MI 48178

Fax: (248) 587-0080

**E-Mail:** [sldpw@southlyonmi.org](mailto:sldpw@southlyonmi.org)

**Web Site:** [www.southlyonmi.org](http://www.southlyonmi.org)

**GRANT BETWEEN THE MICHIGAN SUBURBS ALLIANCE  
AND THE CITY OF SOUTH LYON**

**GRANTEE/ADDRESS:**

City of South Lyon  
335 S. Warren St.  
South Lyon, Michigan 48178

**GRANT ADMINISTRATOR/ADDRESS:**

Samuel G. Offen, Energy Programs Director  
Michigan Suburbs Alliance  
22757 Woodward Avenue  
Suite 250  
Ferndale, Michigan 48220

**GRANT PERIOD:**

From 03/01/2011 to 09/30/2011

**TOTAL AUTHORIZED BUDGET:**   \$90,750 Street Lighting  
  \$250,000 Wastewater Plant Recommissioning

## **GRANT AGREEMENT**

This is a Grant Agreement (the “Agreement”) between the Michigan Suburbs Alliance (“Grantor”) and the City of South Lyon (“Grantee”), described on the preceding page and subject to terms and conditions below.

### **PART I –GRANT AND PROJECT**

#### **1.0 Statement of Purpose**

The purpose of this Michigan Energy Efficiency Grant is to invest directly in energy efficiency and renewable energy projects within local governments and recapture the capitalization value of those investments through energy cost savings, creating a permanent, sustainable funding source to support similar projects in the future. These energy efficiency and conservation strategies reduce fossil fuel emissions and total energy use and improve energy efficiency in the transportation, building and other sectors.

#### **1.1 Statement of Work**

The Grantee agrees to undertake, perform, and complete the following project (the “Project”):

The Grantee will implement energy efficiency and conservation strategies to reduce fossil fuel emissions and total energy use and to improve energy efficiency in the transportation, and/or building, and/or other sectors. The Grantee will document improved energy efficiency, a reduction of total energy use, and/or the creation or retention of jobs related to these matters.

Specifically, the Grantee will complete two projects. The First Project will relamp the decorative street lighting in the downtown business district by removing the 100W high pressure sodium bulbs and replacing them with LED engines and bulbs. The Second Project will reduce energy usage for the main process areas of the Wastewater Treatment Plant by replacing current equipment with higher efficiency units for aerobic processes.

#### **1.2 Project Management**

The Project will be managed by the staff of the Grantee. If available, the Grantee may enlist the services of a project manager either on the staff of the Grantor or retained as a contractor for the Grantor. There will be no additional charge for this service by Grantor, however, the time expended by the Grantor will be charged against the Grantee’s total available hours for technical support as a member of SEMREO. The project manager shall complete and submit a Project Charter to the Grantor, including the items listed in the template supplied by the Grantor, within two weeks of the authorization of this Agreement. The project manager shall also complete and submit a project schedule to the Grantor, including milestones for City Council approval, selection of a contractor, and lead time for material delivery within two weeks of the authorization by the City Council of Grantee.

### **1.3 Detailed Budget**

- (a) This Agreement does not commit the Grantor to approve requests for additional funds at any time. Expenses exceeding the budget are the responsibility of the Grantee.
- (b) If applicable, travel expenses will be reimbursed at rates equal to the State Travel Rates, Attachment B, without the prior written consent of the Grantor.
- (c) Attachment A is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget unless prior approval by the Grantor is given. Grantor hereby gives approval for Changes in the Budget of less than 10% of the total line item amount provided that Grantee provides five (5) days notice to the Grantor prior to such changes.

### **1.4 Schedule of Grant Disbursement**

The maximum amount of grant assistance offered for both projects is \$340,750. Progress disbursements up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, objectives completed to date and project expenditures to date (supported with invoices, proof of payment and documentation of leveraging or the equivalent). Backup documentation such as computer printouts of accounts, ledger sheets, check copies, or their equivalents shall be maintained for audit purposes in order to comply with this Agreement. The disbursement the final 15% of the grant amount shall be made after completion of the project and after the Grantor has received and approved a final report. The final disbursement is also contingent upon the submission of a final invoice that includes expenditures of grant funds and a comparison to the approved Budget. Approvals and submission of payment requests by Grantee administrators and City Council shall be the responsibility of the Grantee.

Grantor shall take all steps necessary to assure that payment for goods or services is delivered within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

### **1.5 Monitoring and Reporting Program Performance**

**A. Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and completion of projected work by time period is being accomplished.

**B. Monthly Reports.** The Grantee shall submit to the Grantor **monthly** progress status reports that briefly present the following information:

1. A statement of accomplishments toward grant objectives.
2. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grantor.



4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
5. A statement of project-to-date expenses and any copies of invoices which have not yet been submitted for reimbursement. Any invoices submitted must include the required documentation identified in paragraph 1.4.

### **C. Final Report**

At the conclusion of the project the Grantee must:

1. Submit one draft electronic copy of the final report no later than September 30, 2011 for review by the Grantor.
2. After the Grantor has determined the completeness and factual accuracy of the report, the Grantee shall submit 1 final electronic copy of the report to the Grantor.
3. The final report will include the following information:
  - a. A summary of the project implementation plan and any deviations from the original plan as proposed.
  - b. Accomplishments and problems experienced while carrying out the project activities.
  - c. Coordinated efforts with other organizations to complete the project.
  - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - f. Any experience in applying or using the project outputs and anticipated “next steps”.
  - g. Actual budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
  - h. Expected annual energy savings for the project on which determination of the return on investment, which will be shared with the Grantor, will be based.

### **1.6 Sharing of Return on Investment with SEMREO Endowment**

Grantee agrees that it will share the return on investment (in the form of energy cost savings) with the Grantor. Grantor’s share of the return on investment shall not exceed the amount of the Grant, not including interest. Grantor and Grantee agree that the amount due to the Southeast Michigan Regional Energy Office (SEMREO) each year under this Agreement shall be equal to energy and maintenance cost savings predicted for the project on a “simple payback” basis -- the final amount Grantee will share with Grantor will be based on actual expenditures and predicted savings from the same. Exceptions to this requirement must be approved in writing by the Grantor. Grantor agrees that all sharing of the return on investment received from the Grantee shall be invested in an endowment established to foster

the future operation of the SEMREO. The maximum time period of the sharing of the return on investment shall not exceed fifteen years. Grantor agrees that in recognition of the cooperation reflected in the sharing of the return on investment, Grantee shall be eligible to participate in SEMREO as described in Section 1.7 at no additional cost. The estimate of energy savings, the specific amount of monthly sharing of the return on investment, and the total amount to be shared with Grantor shall be determined at the conclusion of the project and an addendum to this Agreement setting forth such amounts shall be executed at that time based on the calculation method described in this paragraph 1.6, but in any event no later than ninety (90) days after the conclusion of the Project.

### **1.7 Participation in the Southeast Michigan Regional Energy Office**

As a result of implementing this project, the Grantee agrees to participate in the Southeast Michigan Regional Energy Office. This participation provides voting rights on the SEMREO Steering Committee and both the general and dedicated services provided to all members.

## **PART II - PRIMARY GRANT TERMS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for major project changes from the Grantor.

### **2.2 Record Retention**

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or document.

### **2.3 Project Income**

To the extent that it can be determined that interest was earned by Grantee on advances of Grant funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination regarding the use of interest or other income on Grant funds advanced to Grantee shall be made by the Grantor.

### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee as described in Section 1.6.

### **2.5 Order of Spending**

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) other funds secured for this project, and (3) Suburbs Alliance funds. Grantee is responsible for securing any required matching funds from sources other than the Suburbs Alliance.

### **2.6 Buy Michigan Preference**

A preference shall be given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

## **2.7 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

## **2.8 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of Grantor funds shall be reported by line item and compared to the Budget.

## **2.9 Audit**

The Grantee agrees that Grantor may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with Grantor during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final disbursement. If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then Grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

## **2.10 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grantor before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible and shall be commercially reasonable.

# **PART III – ANCILLARY GRANT TERMS**

## **3.0 Liability**

The Grantor is not liable for any costs incurred by the Grantee before the start date or after the grant period. Liability of the Grantor is limited to the terms and conditions of this Agreement and the grant amount.

## **3.1 Intellectual Property**

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use any deliverable created by Grantee or any of its agents, employees, or affiliates with funds from the Grant that has intellectual property content and related documentation ("IP Deliverables") according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any Grantor office regardless of its physical location.

The Grantor may modify the IP Deliverables and may combine the IP Deliverables with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in an IP Deliverable other than those granted in this Agreement.

The Grantor may copy each IP Deliverable to multiple hard drives or networks unless otherwise agreed by the parties. The Grantor may also make copies of any IP Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the IP Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

### **3.2 Safety**

The Grantee, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement. Grantor shall not be liable for any damages arising from any failure by Grantee to comply with this Section 3.2.

### **3.3 Indemnification**

Each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### **3.4 Cancellation**

The Grantor may terminate this Agreement without further liability or penalty to the Grantor, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) *Termination for Cause* In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the Grantor may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the

notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the Grantor by law or equity, Grantee shall be responsible for all costs incurred by the Grantor in terminating this Agreement, including but not limited to, Grantor administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the Grantor may incur.

(b) *Termination for Convenience* The Grantor may terminate this Agreement for its convenience, in whole or part, if the Grantor determines that such a termination is in the Grantor's best interest. Reasons for such termination shall be left to the sole discretion of the Grantor and may include, but not necessarily be limited to (a) the Grantor no longer needs the Services or products specified in the Agreement, or (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The Grantor may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the Grantor chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

(c) *Non-Appropriation* Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the Grantor to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal or state government suspending or halting the program or issuing directives preventing the Grantor from continuing the program), the Grantor shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The Grantor shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the Grantor receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee shall, unless otherwise directed by the Grantor in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(d) *Criminal Conviction* The Grantor may terminate this Agreement immediately and without further liability or penalty in the event Grantee or an officer of Grantee, is convicted of a criminal offense incident to the application for, or performance of, a public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for Grantor employees; convicted under State of Michigan or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the Grantor reflects upon Grantee's business integrity.

(e) *Approvals Rescinded* The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

### **3.5 No State Employees or Legislators**

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by

the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

### **3.6 Non-Discrimination**

In the performance of the Agreement, Grantee agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Grantee further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Agreement.

### **3.7 Unfair Labor Practices**

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the Grantor shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

### **3.8 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

### **3.9 Illegal Influence**

- a) The Grantee certifies, to the best of his or her knowledge and belief that:
- (1) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- b) The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

### **3.10 Publicity**

Grantee shall inform Grantor regarding any planned publicity regarding the Project, and provide Grantor an opportunity to review any press releases or other materials issued by Grantee related to the Project. Grantee shall also make its best efforts to inform Grantor of all media inquiries regarding the Project prior to publication of the related article. Grantor shall have the right to publicize the Project, and Grantee agrees to accommodate requests from Grantor for opportunities to photograph, video, observe and describe, and otherwise have access to the Project for the purposes of developing publicity materials. Grantee shall comply with all reasonable requests from Grantor regarding any signage at the Project Site describing the Project and its funding sources.

## **PART IV - GENERAL PROVISIONS**

### **4.0 Governing Law**

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

### **4.1 Compliance with Laws**

Grantee shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in performing this Agreement.

### **4.2 Jurisdiction**

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any

claim between the parties, Grantee consents to venue in Oakland County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenience or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

#### **4.3 Assignment**

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

#### **4.4 Entire Agreement**

The Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

#### **4.5 Independent Contractor Relationship**

The relationship between the Grantor and Grantee is that of client and independent Contractor. No agent, employee, or servant of Grantee or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Grantee will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

#### **4.6 Conflicts**

In the event of a conflict between the terms of this Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in this Agreement.

*Signature Page to Follow*



***Signature Page  
Grant Agreement  
Between the Michigan Suburbs Alliance  
and the City of South Lyon***

**AGREED AND ACCEPTED:**

**Michigan Suburbs Alliance**

**City of South Lyon**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Conan Smith \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **AGENDA NOTE**

**New Business: Item #6**

**MEETING DATE:** April 11, 2011

**PERSON PLACING ITEM ON AGENDA:** City Manager

**AGENDA TOPIC:** Overpayment – DDA Streetscape Phase II

**EXPLANATION OF TOPIC:** In June 2007, the City entered into a contract with the Michigan Department of Transportation for the Transportation Enhancement funding for the DDA Streetscape Phase II with federal funding of 65% of the participating costs up to \$257,525. As this was let by the City, we were responsible to request reimbursement by MDOT with each pay estimate generated for the project. We received our Notification to Proceed January 2009, after the paving had been completed. In March of 2010, the City was contacted by Rose Grinage from the State indicating that the City had funds to be reimbursed and requesting that we submit for an additional \$128,346.72. It was not until late July 2010 that the City was informed that per the MDOT Audit, the City was over paid in the amount of \$88,991. The City is responsible to repay MDOT that amount although MDOT has said the City will not be invoiced for the overage for one to two years. HRC has provided a more detailed explanation.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** HRC Memorandum dated March 3, 2011 and an executive summary

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the repayment of \$88,991 to MDOT based on the over payment for the DDA Streetscape Phase II Project

**RECOMMENDATION:** Approve the repayment of \$88,991 to MDOT based on the over payment for the DDA Streetscape Phase II Project

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ approve the repayment of \$88,991 to MDOT, when invoiced, based on the over payment for the DDA Streetscape Phase II Project as outlined in the MDOT Contract No. 07-5229

## Executive Summary

In June of 2008 the downtown streetscape phase II project was started. This project included an enhancement grant from the state of Michigan with the state paying 65% of participating costs and the City paying 35% as their matching funds. The State helped us setup the electronic reimbursement request system which was newly implemented for grant reimbursements. We worked closely with Rose Grinage from MDOT every time we made a reimbursement request. The final request was made at the instruction of Rose and that, along with some items that were non-participating, resulted in the State overpaying the City by \$88,990.

Included in this summary is a spreadsheet demonstrating the transactions with the state, the general ledger report for the Capital Improvement bank account which shows the reimbursement money coming in from MDOT, the general ledger report for the Capital Improvement checking account, which shows payments made to the contractor and two emails from Rose Grinage.

Summary  
DDA Streetscape Phase II

Below summarizes the payments and reimbursement requests made for the Streetscape project. The original bid amount was \$387,090.32.

Contractor: Peter A Basile

				Participating			
	Date Paid	Check #	Amount	Costs	Reimbursement		
Pay #1	8/7/2008	48972	\$ 53,109.26	\$ 33,465.07	\$ 21,724.85		
Pay #2	8/21/2008	49107	\$ 69,162.47	\$ 67,757.00	\$ 43,986.49		
Pay #3	10/9/2008	49381	\$ 144,438.13	\$ 94,928.00	\$ 61,625.36		
Pay #4	10/16/2008	49500	\$ 56,062.75	\$ 4,449.00	\$ 2,888.20		
Pay #5	10/30/2008	49597	\$ 16,178.00	\$ 16,178.00	\$ 10,502.43		
Pay #6	3/12/2009	50581	\$ 23,532.95	\$ 8,137.00	\$ 5,282.38		
							Reimbursement
					\$ 146,009.72		request #1
Pay #7	4/30/2009	50874	\$ 50,427.80	\$ 9,541.73	\$ 6,194.30		
							Reimbursement
					\$ 6,194.30		request #2
Pay #8	9/24/2009	51854	\$ 15,296.76	\$ 15,296.76	\$ 9,930.35		
Pay #9	1/28/2010	52830	\$ 8,119.44	\$ 8,119.44	\$ 5,270.98		
Pay #10	2/25/2010	53008	\$ 872.00	\$ 872.00	\$ 566.08		
							Reimbursement
					\$ 15,767.41		request #3
Total construction costs			\$ 437,199.56				
Total participating costs			\$ 258,744.00				
Total reimbursement requests					\$ 167,976.60	*Prior to final payment	

MDOT

Date Received	Check #	Amount	
5/15/2009	238928938	\$ 146,009.36	Reimbursement #1
5/28/2009	238985071	\$ 6,194.30	Reimbursement #2
3/23/2010	241266710	\$ 15,767.40	Reimbursement #3
		<b>\$ 167,971.06</b>	
<b>4/12/2010</b>	<b>241451333</b>	<b>\$ 83,320.07</b>	<b>*Final reimbursement per MDOT's instruction (see supporting email)</b>
<b>Total received from MDOT</b>		<b>\$ 251,291.13</b>	

All reimbursements were recorded as Revenues for the Capital Improvement Fund. In late July 2010, MDOT informed us of the overpayment and we backed out the \$88,990.00 from Revenues and recorded a Liability for the Capital Improvement Fund. Our Financial Report for FYE 2010 is correct and the Revenues are not overstated. When we are eventually invoiced for the overpayment, the City's cash balance will decrease but the Fund Balance will not be affected.

## GENERAL LEDGER REPORT

FROM: 7/1/2008 TO: 6/30/2010  
City of South Lyon

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3:54 pm

Post Date	JE Type	JE No.	Journal Entry Desc Line 1	Debit	Credit
GL#: 401-000.000-002.000 MONEY MARKET-PNC BANK					
07/10/2008	CR	148850	Cash Drawer: LORI Type: CA	2,300.46	0.00
07/11/2008	GJ	148897	TRANSFERS TO CHECKING	0.00	987.77
08/01/2008	CR	149781	Cash Drawer: LORI Type: CM	21,158.62	0.00
08/08/2008	GJ	149786	TRANSFERS TO CHECKING	0.00	53,109.26
08/11/2008	CR	149646	Cash Drawer: LORI Type: CA	2,131.80	0.00
08/13/2008	GJ	149935	TRANSFERS TO CHECKING	0.00	61,776.97
08/15/2008	GJ	149934	TANSFERS TO CHECKING	0.00	473.67
08/21/2008	GJ	150141	TRANSFERS TO CHECKING	0.00	89,489.67
08/29/2008	GJ	150243	TRANSFERS TO CHECKING	0.00	261,554.70
09/08/2008	CR	150392	Cash Drawer: LORI Type: CA	1,882.60	0.00
09/12/2008	CR	150619	Cash Drawer: LORI Type: CM	25,814.91	0.00
10/01/2008	GJ	151143	BANK INTEREST	25.99	0.00
10/07/2008	CR	151110	Cash Drawer: LORI Type: CA	1,683.41	0.00
10/08/2008	CR	151137	Cash Drawer: LORI Type: CM	444,863.73	0.00
10/10/2008	GJ	151317	TRANSFERS TO CHECKING	0.00	144,438.13
10/14/2008	GJ	151626	TRANSFERS TO CHECKING	0.00	85,210.25
10/17/2008	GJ	151627	TRANSFERS TO CHECKING	0.00	56,062.75
10/24/2008	GJ	151834	TRANSFERS TO CHECKING	0.00	115,748.17
10/27/2008	GJ	151873	CONTRIBUTION FROM CAPITAL IMPROVEMENT	0.00	120,297.68
10/27/2008	RE	151947	CONTRIBUTION FROM CAPITAL IMPROVEMENT	120,297.68	0.00
10/28/2008	GJ	151944	TO OPEN NEW ACCOUNTS AT COMERICA	0.00	800,000.00
10/30/2008	GJ	152180	TRANSFERS TO CHECKING	0.00	16,178.00
11/01/2008	GJ	152216	CORRECTION OF BANK INTEREST	0.00	25.99
11/07/2008	GJ	152215	TRANSFERS TO CHECKING	0.00	26,825.29
11/10/2008	CR	152206	Cash Drawer: LORI Type: CM	6,991.71	0.00
11/12/2008	CR	152352	Cash Drawer: LORI Type: CA	1,716.08	0.00
12/08/2008	CR	153016	Cash Drawer: LORI Type: CA	664.17	0.00
12/09/2008	GJ	153173	TRANSFERS TO CHECKING	0.00	81,754.76
12/10/2008	CR	153164	Cash Drawer: LORI Type: CM	4,920.59	0.00
12/11/2008	GJ	153276	CHECKING TRANSFER	0.00	148.75
01/12/2009	CR	153812	Cash Drawer: LORI Type: CA	667.07	0.00
01/13/2009	CR	154014	Cash Drawer: LORI Type: CM	2,895.29	0.00
01/14/2009	GJ	154076	TRANSFERS TO CHECKING	0.00	22,378.15
01/22/2009	GJ	154190	CORRECTION OF 08/09 STREET CONST.	29,333.12	0.00
02/09/2009	CR	154544	Cash Drawer: LORI Type: CA	475.51	0.00
02/12/2009	CR	154825	Cash Drawer: LORI Type: CM	2,301.80	0.00
03/06/2009	CR	155260	Cash Drawer: LORI Type: CA	406.39	0.00
03/09/2009	GJ	155529	TRANSFERS TO CHECKING	0.00	54,950.43
03/13/2009	GJ	155563	TRANSFERS TO CHECKING	0.00	23,532.95
04/07/2009	CR	155992	Cash Drawer: LORI Type: CA	383.50	0.00
04/10/2009	GJ	156310	CDBG FUNDS REC'D	28,139.00	0.00
04/14/2009	GJ	156419	TRANSFERS TO CHECKING	0.00	44,850.52
04/14/2009	GJ	156424	CORRECTION OF CHECKING TRANSFERS	20.00	0.00
05/12/2009	GJ	157021	TRANSFERS TO CHECKING	0.00	20,457.58
05/14/2009	CR	157103	Cash Drawer:LORI Type:CA	332.33	0.00
05/18/2009	GJ	157320	MONIES REC'D FROM MDOT FOR DDA	146,009.36	0.00
05/22/2009	GJ	157395	TRANSFERS TO CHECKING	0.00	15,000.00
05/22/2009	GJ	157397	CORRECTION OF CHECKING TRANSFERS	0.00	50,427.80
06/03/2009	GJ	157422	CORRECTION OF HRC INVOICES TRANSFER	0.00	49,817.19
06/04/2009	GJ	157728	MONIES REC'D FROM MDOT FOR DDA	6,194.30	0.00
06/08/2009	CR	157695	Cash Drawer:LORI Type:CA	288.99	0.00
06/19/2009	GJ	158038	TRANSFERS TO CHECKING	0.00	42,074.22
07/06/2009	CR	158348	Cash Drawer:LORI Type:CA	270.57	0.00



## GENERAL LEDGER REPORT

FROM: 7/1/2008 TO: 6/30/2010  
City of South Lyon

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3:54 pm

Post Date	JE Type	JE No.	Journal Entry Desc Line 1	Debit	Credit	
GL#: 401-000.000-002.000 MONEY MARKET-PNC BANK						
07/29/2009	CR	158999	Cash Drawer:LORI Type:CM	3,461.81	0.00	
07/31/2009	GJ	159630	CORRECTION OF 7/14/09 CHECKING TRANSFER	0.00	20,926.56	
08/01/2009	CR	159613	Cash Drawer:LORI Type:CA	195.89	0.00	
08/03/2009	CR	159458	Cash Drawer:LORI Type:CM	485.90	0.00	
08/10/2009	GJ	159465	09 TAX SETTLEMENT	25,597.99	0.00	
09/01/2009	CR	160144	Cash Drawer:LORI Type:CM	3,513.99	0.00	
09/01/2009	GJ	160246	INTEREST ADJUSTMENTS TO CORRECT ACCTS TO	0.00	0.10	
09/01/2009	CR	160903	Cash Drawer:LORI Type:CA	201.47	0.00	
09/15/2009	GJ	160420	TRANSFERS TO CHECKING	0.00	9,301.31	
09/24/2009	GJ	160667	TRANSFERS TO CHECKING	0.00	15,296.76	
10/01/2009	CR	161139	Cash Drawer:LORI Type:CA	196.28	0.00	
10/01/2009	GJ	162123	CORRECTION OF INTEREST	0.10	0.00	
10/02/2009	CR	161035	Cash Drawer:LORI Type:CM	61,968.91	0.00	
10/13/2009	GJ	161414	TRANSFERS TO CHECKING	0.00	27,888.06	
11/04/2009	CR	161746	Cash Drawer:LORI Type:CM	1,520.02	0.00	
11/05/2009	GJ	162239	TRANSFERS TO CHECKING	0.00	239,522.41	
11/12/2009	GJ	162227	TRANSFERS TO CHECKING	0.00	38,395.57	
11/17/2009	CR	162270	Cash Drawer:LORI Type:CA	207.67	0.00	
11/24/2009	GJ	162487	TRANSFERS TO CHECKING	0.00	37,157.75	
12/15/2009	CR	163170	Cash Drawer:LORI Type:CA	125.25	0.00	
12/15/2009	GJ	163304	TRANSFERS TO CHECKING	0.00	31,019.47	
12/17/2009	CR	163297	Cash Drawer:LORI Type:CM	335.53	0.00	
01/11/2010	CR	163700	Cash Drawer:LORI Type:CM	382.06	0.00	
01/12/2010	GJ	163982	TRANSFERS TO CHECKING	0.00	15,894.62	
01/19/2010	CR	164033	Cash Drawer:LORI Type:CA	70.61	0.00	
01/28/2010	GJ	164405	TRANSFERS TO CHECKING	0.00	123,750.65	
02/10/2010	GJ	164709	TRANSFERS TO CHECKING	0.00	11,122.30	
02/12/2010	CR	164814	Cash Drawer:LORI Type:CA	48.52	0.00	
02/25/2010	GJ	165227	TRANSFERS TO CHECKING	0.00	872.00	
03/12/2010	CR	165500	Cash Drawer:LORI Type:CA	4.63	0.00	
03/24/2010	GJ	165670	MDOT MONIES FOR DDA STREETSCAPE PHASE 2	15,767.40	0.00	
03/26/2010	CR	165798	Cash Drawer:LORI Type:CM	777.12	0.00	
04/13/2010	GJ	166141	MONIES REC'D FROM RCOC FOR DDA STREETSCA	94,910.00	0.00	
04/16/2010	GJ	166245	TRANSFERS TO CHECKING	0.00	2,551.12	
04/16/2010	GJ	166247	MDOT MONIES FOR DDA STREETSCAPE PHASE 2	83,320.07	0.00	
04/19/2010	CR	166285	Cash Drawer:LORI Type:CA	1.16	0.00	
04/19/2010	CR	166304	Cash Drawer:LORI Type:CA	2.80	0.00	
04/19/2010	GJ	166376	TO RECORD CDBG FUND REC'D FROM OAKLAND	28,935.00	0.00	
05/05/2010	GJ	166805	TAX DISBURSEMENT & SETTLEMENT	2,723.57	0.00	
05/12/2010	GJ	166939	TO CORRECT TRANSFERS FROM CAP IMP TO	42,896.49	0.00	
05/12/2010	GJ	167073	CORRECTION OF CONTRIBUTIONS TO LOCAL STS	22,518.26	0.00	
05/17/2010	CR	167056	Cash Drawer:LORI Type:CA	21.83	0.00	
06/11/2010	CR	167618	Cash Drawer:LORI Type:CA	40.55	0.00	
06/11/2010	GJ	167742	TRANSFERS TO CHECKING	0.00	22,518.26	
06/18/2010	GJ	167869	TRANSFERS TO CHECKING	0.00	4,204.20	
06/25/2010	GJ	168089	TRANSFERS TO CHECKING	0.00	960.00	
401-000.000-002.000			MONEY MARKET-PNC BANK	1,242,399.86	2,838,951.79	-1,596,551.93
Fund: 401 - CAPITAL IMPROVEMENTS Totals:				1,242,399.86	2,838,951.79	
Grand Totals:				1,242,399.86	2,838,951.79	



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Post Date	JE Type	JE No.	Journal Entry Desc Line 1	Debit	Credit
GL#: 401-000.000-001.000 CHECKING A/C PNC BANK					
07/10/2008	AP	148832	REED BUSINESS INFORMATION	0.00	640.42
07/10/2008	AP	148838	WASHTENAW COUNTY ROAD	0.00	347.35
07/11/2008	GJ	148897	TRANSFERS TO CHECKING	987.77	0.00
08/07/2008	AP	149584	PETER A. BASILE SONS, INC.	0.00	53,109.26
08/08/2008	GJ	149786	TRANSFERS TO CHECKING	53,109.26	0.00
08/12/2008	AP	149707	HUBBELL, ROTH, & CLARK, INC.	0.00	7,387.94
08/12/2008	AP	149709	HUBBELL, ROTH, & CLARK, INC.	0.00	411.85
08/12/2008	AP	149711	HUBBELL, ROTH, & CLARK, INC.	0.00	37,275.95
08/12/2008	AP	149712	HUBBELL, ROTH, & CLARK, INC.	0.00	7,398.15
08/13/2008	GJ	149935	TRANSFERS TO CHECKING	61,776.97	0.00
08/14/2008	AP	149900	WASHTENAW COUNTY ROAD	0.00	473.67
08/15/2008	GJ	149934	TANSFERS TO CHECKING	473.67	0.00
08/21/2008	AP	150035	PETER A. BASILE SONS, INC.	0.00	69,162.47
08/21/2008	GJ	150141	TRANSFERS TO CHECKING	89,489.67	0.00
08/21/2008	GJ	150156	CONTRIBUTION TO LOCAL STREETS	0.00	29,630.28
08/29/2008	GJ	150243	TRANSFERS TO CHECKING	261,554.70	0.00
08/29/2008	GJ	150645	CONTRIBUTION TO LOCAL STREET	0.00	261,554.70
10/09/2008	AP	151294	PETER A. BASILE SONS, INC.	0.00	144,438.13
10/10/2008	GJ	151317	TRANSFERS TO CHECKING	144,438.13	0.00
10/14/2008	AP	151406	HUBBELL, ROTH, & CLARK, INC.	0.00	3,097.13
10/14/2008	AP	151408	HUBBELL, ROTH, & CLARK, INC.	0.00	4,116.79
10/14/2008	AP	151411	HUBBELL, ROTH, & CLARK, INC.	0.00	41,196.52
10/14/2008	GJ	151626	TRANSFERS TO CHECKING	85,210.25	0.00
10/16/2008	AP	151586	PETER A. BASILE SONS, INC.	0.00	56,062.75
10/17/2008	GJ	151627	TRANSFERS TO CHECKING	56,062.75	0.00
10/23/2008	AP	151800	NAGLE PAVING COMPANY	0.00	32,250.30
10/24/2008	GJ	151834	TRANSFERS TO CHECKING	115,748.17	0.00
10/27/2008	GJ	151949	CONTRIBUTION FROM CAP IMP TO	0.00	120,297.68
10/30/2008	AP	151935	PETER A. BASILE SONS, INC.	0.00	16,178.00
10/30/2008	GJ	152180	TRANSFERS TO CHECKING	16,178.00	0.00
11/07/2008	GJ	152215	TRANSFERS TO CHECKING	26,825.29	0.00
11/07/2008	GJ	152329	CONTRIBUTION FROM CAP IMP TO	0.00	26,825.29
12/09/2008	AP	153085	HUBBELL, ROTH, & CLARK, INC.	0.00	26,490.53
12/09/2008	AP	153089	HUBBELL, ROTH, & CLARK, INC.	0.00	11,380.27
12/09/2008	AP	153091	HUBBELL, ROTH, & CLARK, INC.	0.00	989.57
12/09/2008	GJ	153173	TRANSFERS TO CHECKING	81,754.76	0.00
12/11/2008	AP	153250	OAKLAND COUNTY DRAIN	0.00	148.75
12/11/2008	GJ	153276	CHECKING TRANSFER	148.75	0.00
12/30/2008	GJ	153574	CONTRIBUTION FROM CAP IMP TO	0.00	42,894.39
01/13/2009	AP	153924	HUBBELL, ROTH, & CLARK, INC.	0.00	1,981.95
01/13/2009	AP	153926	HUBBELL, ROTH, & CLARK, INC.	0.00	9,306.50
01/13/2009	AP	153928	HUBBELL, ROTH, & CLARK, INC.	0.00	812.12
01/13/2009	GJ	154839	CONTRIBUTION FROM CAP IMP TO	0.00	10,277.58
01/14/2009	GJ	154076	TRANSFERS TO CHECKING	22,378.15	0.00
03/09/2009	AP	155324	HUBBELL, ROTH, & CLARK, INC.	0.00	3,916.35
03/09/2009	AP	155325	HUBBELL, ROTH, & CLARK, INC.	0.00	11,213.06
03/09/2009	AP	155327	HUBBELL, ROTH, & CLARK, INC.	0.00	18,753.59
03/09/2009	AP	155331	HUBBELL, ROTH, & CLARK, INC.	0.00	447.28
03/09/2009	GJ	155529	TRANSFERS TO CHECKING	54,950.43	0.00
03/12/2009	AP	155483	PETER A. BASILE SONS, INC.	0.00	23,532.95
03/13/2009	GJ	155563	TRANSFERS TO CHECKING	23,532.95	0.00
03/13/2009	GJ	155683	CONTRIBUTION TO LOCAL STS.	0.00	20,620.15
04/14/2009	AP	156236	HUBBELL, ROTH, & CLARK, INC.	0.00	5,916.58



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Post Date	JE Type	JE No.	Journal Entry Desc Line 1	Debit	Credit
GL#: 401-000.000-001.000 CHECKING A/C PNC BANK					
04/14/2009	AP	156237	HUBBELL, ROTH, & CLARK, INC.	0.00	1,713.02
04/14/2009	AP	156239	HUBBELL, ROTH, & CLARK, INC.	0.00	100.20
04/14/2009	GJ	156419	TRANSFERS TO CHECKING	44,850.52	0.00
04/14/2009	GJ	156424	CORRECTION OF CHECKING TRANSFERS	0.00	20.00
04/15/2009	GJ	156422	CONTRIBUTION FROM MAJOR STS FOR	0.00	21,081.47
04/15/2009	GJ	156423	CONTRIBUTION TO LOCLA STS FOR	0.00	16,019.25
04/30/2009	AP	156679	PETER A. BASILE SONS, INC.	0.00	50,427.80
05/01/2009	GJ	156744	TRANSFERS TO CHECKING	50,427.80	0.00
05/12/2009	AP	156941	HUBBELL, ROTH, & CLARK, INC.	0.00	8,529.65
05/12/2009	GJ	157021	TRANSFERS TO CHECKING	20,457.58	0.00
05/14/2009	GJ	157087	CONTRIBUTION FROM CAPITAL IMPROVEMENTS	0.00	11,927.93
05/21/2009	AP	157295	ROAD COMMISSION FOR OAKLAND	0.00	15,000.00
05/22/2009	GJ	157395	TRANSFERS TO CHECKING	15,000.00	0.00
06/18/2009	AP	157996	HUBBELL, ROTH, & CLARK, INC.	0.00	6,328.07
06/18/2009	AP	157997	HUBBELL, ROTH, & CLARK, INC.	0.00	8,606.39
06/19/2009	GJ	158038	TRANSFERS TO CHECKING	42,074.22	0.00
06/25/2009	GJ	158234	CONTRIB FROM CAP IM TO LOCAL STS	0.00	27,139.76
07/14/2009	AP	158536	HUBBELL, ROTH, & CLARK, INC.	0.00	1,017.67
07/14/2009	AP	158542	HUBBELL, ROTH, & CLARK, INC.	0.00	18,003.63
07/14/2009	GJ	158598	TRANSFERS TO CHECKING	20,926.56	0.00
07/14/2009	GJ	159637	CONTRIBUTION FROM CAPITAL IMPROVEMENT	0.00	1,905.26
09/14/2009	AP	160290	HUBBELL, ROTH, & CLARK, INC.	0.00	9,301.31
09/15/2009	GJ	160420	TRANSFERS TO CHECKING	9,301.31	0.00
09/23/2009	AP	160612	PETER A. BASILE SONS, INC.	0.00	15,296.76
09/24/2009	GJ	160667	TRANSFERS TO CHECKING	15,296.76	0.00
10/13/2009	AP	161237	HUBBELL, ROTH, & CLARK, INC.	0.00	16,691.29
10/13/2009	GJ	161414	TRANSFERS TO CHECKING	27,888.06	0.00
11/05/2009	GJ	162239	TRANSFERS TO CHECKING	239,522.41	0.00
11/05/2009	GJ	162240	CONTRIBUTION TO LOCAL STREETS	0.00	281,125.88
11/10/2009	AP	162038	HUBBELL, ROTH, & CLARK, INC.	0.00	2,776.84
11/10/2009	AP	162040	HUBBELL, ROTH, & CLARK, INC.	0.00	5,212.03
11/12/2009	GJ	162227	TRANSFERS TO CHECKING	38,395.57	0.00
11/24/2009	GJ	162487	TRANSFERS TO CHECKING	37,157.75	0.00
11/24/2009	GJ	162516	CONTRIBUTION TO LOCAL STS FROM CAP IMPRO	0.00	37,157.75
12/15/2009	AP	163080	HUBBELL, ROTH, & CLARK, INC.	0.00	9,707.82
12/15/2009	GJ	163304	TRANSFERS TO CHECKING	31,019.47	0.00
12/29/2009	GJ	163486	CONTRIBUTION TO LOCAL STREETS	0.00	21,311.65
01/12/2010	GJ	163982	TRANSFERS TO CHECKING	15,894.62	0.00
01/14/2010	GJ	163983	CONTRIBUTION TO LOCAL STS FROM CAP IMP	0.00	15,894.62
01/28/2010	AP	164305	HUBBELL, ROTH, & CLARK, INC.	0.00	8,119.44
01/28/2010	AP	164328	HUBBELL, ROTH, & CLARK, INC.	8,119.44	0.00
01/28/2010	AP	164332	PETER A. BASILE SONS, INC.	0.00	8,119.44
01/28/2010	GJ	164405	TRANSFERS TO CHECKING	123,750.65	0.00
01/31/2010	GJ	164409	CONTRIBUTION TO LOCAL STREETS	0.00	115,631.21
02/09/2010	AP	164635	HUBBELL, ROTH, & CLARK, INC.	0.00	6,143.52
02/10/2010	GJ	164709	TRANSFERS TO CHECKING	11,122.30	0.00
02/17/2010	GJ	164847	CONTRIBUTION TO LOCAL STREETS	0.00	4,978.78
02/25/2010	AP	165066	PETER A. BASILE SONS, INC.	0.00	872.00
02/25/2010	GJ	165227	TRANSFERS TO CHECKING	872.00	0.00
04/13/2010	AP	166091	HUBBELL, ROTH, & CLARK, INC.	0.00	2,127.78
04/16/2010	GJ	166245	TRANSFERS TO CHECKING	2,551.12	0.00
04/27/2010	GJ	166472	CONTRIBUTION FROM CAP IMP TO LOCAL STS	0.00	423.34
05/11/2010	GJ	166925	CORRECTION OF CHESTER ST STORM SEWER	0.00	22,518.26



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Post Date	JE Type	JE No.	Journal Entry Desc Line 1	Debit	Credit	
GL#: 401-000.000-001.000 CHECKING A/C PNC BANK						
06/11/2010	GJ	167742	TRANSFERS TO CHECKING	22,518.26	0.00	
06/15/2010	AP	167681	HUBBELL, ROTH, & CLARK, INC.	0.00	2,921.45	
06/15/2010	AP	167682	HUBBELL, ROTH, & CLARK, INC.	0.00	1,282.75	
06/18/2010	GJ	167869	TRANSFERS TO CHECKING	4,204.20	0.00	
06/24/2010	AP	168022	SUMMIT TRANSPORT, INC.	0.00	960.00	
06/25/2010	GJ	168089	TRANSFERS TO CHECKING	960.00	0.00	
				<hr/>	<hr/>	
401-000.000-001.000			CHECKING A/C PNC BANK	1,876,930.27	1,876,930.27	0.00
Fund: 401 - CAPITAL IMPROVEMENTS Totals:				1,876,930.27	1,876,930.27	
Grand Totals:				1,876,930.27	1,876,930.27	

## Lori Mosier

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**From:** Rose Grinage [grinager@michigan.gov]  
**Sent:** Monday, April 13, 2009 11:46 AM  
**To:** Lori Mosier  
**Cc:** Kadzban, Bruce; Veresh, Cheryl  
**Subject:** Re: MDOT 87272 reimbursement request

Lori,

I checked your documents this morning. I did notice that the 802p forms that were sent with verification documents are not filled out correctly. You had paid out more than what you requested, I did approve your request for reimbursement. And I do know that you have quite a bit of non-participating work. I noticed that you requested \$224,913.57, yet you had paid out \$362,473.56. So, I am assuming that the remaining \$137,559.99 is non-participating costs.

In the verification documents that you sent, the 802p form (request #1 states) :

Amount Authorized to spend \$ 257,525.13., when your authorized amount is \$387,090.32.

the \$257,525.13 is the federal funds amount. Because you are in a grant with a 65/35 split, the \$257,525.13 is the 65% part. The 35% part is the matching funds by the City of South Lyon.

So the Amount Authorized should read \$387,090.32. Then you would have a balance of:

\$387,090.32

- \$33,465.07

\$353,625.25

and so on... for all the other requests. You would need to progressively add the amounts in each subsequent request.

Altogether your totals were

Amount paid out \$362,473.56 and amount requesting for reimbursement \$224,913.57.

If you don't understand what I'm saying,( I know I can be a little confusing at times), Please feel free to call me at 517-373-2756 at any time.

Rose

>>> "Mosier, Lori" <[lmosier@southlyonmi.org](mailto:lmosier@southlyonmi.org)> 04/10/2009 11:51 AM >>>

Rose,

With any luck, everything is attached and I did everything correctly. Please let me know if there is anything else I need to do. As you can tell, this is way outside my comfort zone and I do appreciate all of your assistance.

Sincerely,

Lori J. Mosier  
Bookkeeper  
City of South Lyon  
248-437-1735

## Lori Mosier

---

**From:** Rose Grinage [GrinageR@michigan.gov]  
**Sent:** Thursday, March 18, 2010 3:01 PM  
**To:** Tim Kniga; Lori Mosier  
**Cc:** Bruce Kadzban; Ian Weibel; Dave Murphy  
**Subject:** RE: City of South Lyon - DDA Streetscape Ph2, Job No.87272A,ControlSection STE 63022

Lori,

I will go thru the checks and documentation that I have to check and see if we have them all. We are going to ask you to request the full amount remaining amount ( \$437,199.56 - \$258,743.60 = \$178,455.96). However, you will only be paid on \$128,346.72 and the remaining \$50,109.24 will be considered as extra/nonparticipating costs and you will not be paid on that amount.

I will call you next week as soon as I get the final changed to not final so that you can make a request for reimbursement. We will talk further at that time.

If you have any questions or need further help, please do not hesitate to contact me at 517-373-2756 or [grinager@michigan.gov](mailto:grinager@michigan.gov) .

Have a great Weekend,  
Rose

>>> "Mosier, Lori" <[lmosier@southlyonmi.org](mailto:lmosier@southlyonmi.org)> 03/18/2010 2:26 PM >>>

This is what the City of South Lyon has paid:

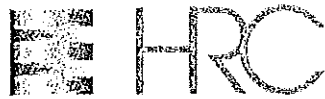
Pay #1	53,109.26
Pay #2	69,162.47
Pay #3	144,438.13
Pay #4	56,062.75
Pay #5	16,178.00
Pay #6	23,532.95
Pay #7	50,427.80
Pay #8	15,296.76
Pay #9	8,119.44
Pay #10	872.00

Total	437,199.56
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I do not know if all of that can be included for reimbursement.

Lori J. Mosier  
Bookkeeper  
City of South Lyon  
248-437-1735

**From:** Rose Grinage [mailto:[GrinageR@michigan.gov](mailto:GrinageR@michigan.gov)]  
**Sent:** Thursday, March 18, 2010 2:01 PM  
**To:** Tim Kniga  
**Cc:** Bruce Kadzban; Dave Murphy; Lori Mosier  
**Subject:** Re: City of South Lyon - DDA Streetscape Ph2, Job No. 87272A,ControlSection STE 63022



HUBBELL, ROTH & CLARK, INC  
Consulting Engineers

## Memorandum

---

To: David Murphy – City Manager

From: Timothy J. Kniga, P.E.

C.C.: Jesse VanDeCreek, P.E.

Date: March 3, 2011

Subject: DDA Streetscape Phases II  
Funding Summary

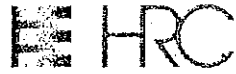
HRC Job No. 20030783.09

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Below is a summary of the project funding for the DDA Streetscape Phase II project.

In 2004 at the City of South Lyon's request, HRC prepared a conceptual cost estimate for Phase II. The estimate was used by the City to submit a Transportation Enhancement Application to MDOT. The application was submitted in 2006 and the Project Funding Notification sent to the City on March 20, 2007. The Notification included an Award Summary (attached) which details the following funding; total participating budget of \$396,192.50 including \$138,667.38 in matching funds from the City of South Lyon and \$257,525.13 in Federal Transportation Enhancement Funds. These numbers were based on a 65/35 split of the total participating budget.

The advertisement and bidding process for the project was locally let by the City of South Lyon. The bids for the project were opened on March 25, 2008 with a total bid of \$387,090.32 which included participating costs of \$250,181.32 and non-participating costs of \$136,909.00. Since the project was locally let the City had to submit Request for Reimbursement during the construction process to receive the federal funding allocated for the project. Therefore with each pay estimate generated during the project a Local Agency Request for Reimbursement (MDOT form 802P) had to be submitted. The only costs requested on this form are the participating costs for the period in question. All non-participating



Memo Re: DDA Streetscape Phase II  
March 3, 2011  
HRC Job Number 20030783.09  
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costs are covered by the City. The initial balance of the authorized amount of participating funds used on this form was \$257,525.13 (per the 2007 Award Summary). On each Request for Reimbursement the requested funds are subtracted from this beginning fund balance. This value was used on the first six (6) Requests for Reimbursement from July 2008 through February 2009. However per an April 2009 email from Rose Grinage (MDOT) to Lori Mosier the Requests for Reimbursement had to be revised and the beginning fund balance modified to the bid amount of \$387,090.32. In response, all the previous and subsequent Requests for Reimbursement were revised using the new initial fund balance. Note that during this correspondence period between Lori and Rose a Transportation Enhancement Project Notification to Proceed was provided by Rose. The Notification to Proceed was dated 1/21/2009 five (5) months after the project paving was completed and most notably indicated a revised Federal Funds Cost Participation of \$162,617.86 (65% up to an amount not to exceed \$257,525.00 (per the original 2007 Award Summary).

The issue regarding the overall funding balance/overpayment came to light approximately one (1) year later in March of 2010 when Rose Grinage detailed in an email that the City still had remaining funds to be reimbursed although the City had already requested a total of \$258,743.60. MDOT requested that the City submit a request for an additional \$128,346.72 in which the City would receive 65% of or \$83,425.37. The 128K was the difference between what the City had requested to date for reimbursement and the as-bid amount of \$387,090.32. Based on this information MDOT instructed the City to submit a Request for Reimbursement which exceeded the amount already requested because MDOT believed there was a fund balance based upon the revised Requests for Reimbursement. However this was not the case and the City received additional reimbursement funds in error. Per the MDOT Commission Audit the City was paid approximately \$251,291 which was an overpayment of \$88,991 above and beyond the approved Participating Federal Funds listed in the 1/21/2009 Notification to Proceed of \$162,617.86.



Memo Re: DDA Streetscape Phase II  
March 3, 2011  
HRC Job Number 20030783.09  
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To minimize the potential for recurrence on future Transportation Enhancement Activity (TEA) funded projects it is recommended that the City allow HRC to administer all aspects of the funding portion of these projects. This would not only include conceptual costs estimates, but grant applications, coordination with State and Federal regulatory agencies, project budgeting, reimbursements, etc.

March 31, 2011

## MEMORANDUM

To: David Murphy, City Manager

From: Phillip K. Schulz / Code Enforcement Officer

Re: Quarterly Report January – March 2011

Complaints investigated by the Code Enforcement Officer

Concerning the heavy snow of 2-3-2011 the writer contacted several property owners and real estate agents in an attempt to avoid the DPW removing the snow. Several properties were posted which resulted in the DPW shoveling 4 properties.

Concerning the heavy snow of 2-21-2011 the writer posted 8 properties after an effort was made to contact owners or agents in charge. 8 citations were issued. The DPW was requested to shovel these properties.

The last item addressed regarding snow removal was the uncleared sidewalk along the south side of 9 Mile Road between Dean and Brookfield. After consulting with Steve Renwick and looking at City maps, it was determined that property owners whose property abuts the 9 Mile sidewalk were responsible for snow removal along that 9 Mile stretch. Seven property owners were contacted by letter and advised of their responsibility for snow removal.

The following are miscellaneous complaints investigated in the first quarter:

**Complaint 11-001** 405 N. Lafayette “Unplated vehicles” A letter and a copy of the ordinance were sent to the property owner, advising him of two unplated vehicles stored on the property.

**Complaint 11-002** 345 N. Lafayette Padywacs “Illegal Signs” Owner DuWayne Jessop, advised he was in violation of sign ordinances because of items attached to his business roof and the flashing sign in the front window. Mr. Jessop was further advised not to fill the front yard of his business property with items for sale on weekends.

**Complaint 11-003** Lot south of 24499 Martindale “Vacant lot, overgrown and junk scattered around” This is a new construction site. Writer contacted builder, John VanOyen, who stated that he would clean up the lot.

**Complaint 11-004** 22890 Pontiac Trail Royal Touch Pet Salon “Shabby sign” Owners have a temporary sign permit good through 4-14-2011. They were advised to upgrade sign when they do request new temporary sign permit. Eligible to reapply: 6-15-2011.

**Complaint 11-005** 601 Ada “Neighbor dispute” This ongoing problem was addressed by the writer who talked to both families. An attempt was made to mediate their complaints. Both parties advised and asked to cooperate with each other. “We shall see”.

Writer addressed illegal signage problem. The following businesses were contacted for either renewal of annual sandwich board sign permits or obtaining new sign permits:

230 S. Lafayette - Driven Computers

131 N. Lafayette – Kathleen's

South Lyon Woods Mobil Home Park

Several other businesses are in violation of the sign ordinances and will be contacted within the first week of April.



## South Lyon Historical Commission Meeting Thursday, March 3, 2011 Minutes

**Members Present:** Jack Renwick, Larry Ledbetter, Beth Pfiles, Phil Weipert, Bob Tremitiere

**Members Absent:** Roger Heiple, Norm Somers

**Others Present:** City Manager David Murphy, Historical Society President Linda Ross, other Historical Society members Jennifer Redfern, Wanda Marentay, Barbara Rockwell, Dorothy Tennant, Sandy Stewart, Lorraine Salins, Janna Heskett

The meeting was called to order at 7:40, upon the achievement of a quorum

The agenda was approved (Bob moved, Larry seconded) and minutes from the February meeting were approved (Phil moved, Bob seconded)

**Gardener:** A number of members of the Historical Society attended to express their concerns about plans for maintaining the gardens. Linda Ross expressed the hope that we would have a productive discussion about the issue and solutions, and all leave on a friendly note. Jack Renwick pointed out that at the last meeting the commission voted to try to get volunteers to maintain the gardens. All seemed to agree that if volunteers would do the labor, that we would have to have one "go to" person to oversee the work, whether that person be a Commission or Society member, or a paid professional. Several commented that Karen had done a good job. No one disagreed with this, but David Murphy reiterated that the City cannot afford to pay what we have paid in the past, and put a \$2000 yearly cap on labor expenses. He also asked if the Society would fund a professional out of their coffers. Lorraine Salins replied that this money is used primarily for Depot days. Norm Somers commented via email that volunteers had planted the gardens in the Village and had previously maintained them, and didn't feel that a professional was needed to do the work. Bob Tremitiere asked where we would find the volunteers. Larry Ledbetter said that he plans to get the Boy Scouts involved in cleaning up the gardens and mulching as soon as weather permits, and that Beth Pfiles also expressed an interest in getting the Girl Scouts involved. David Murphy said that a church group had called recently looking for a project for their youth group, and said that he would try to find out who the contact is. In response to a question about the Beautification Committee helping, Phil Weipert stated that they maintain the hanging baskets in the city but have been unable to maintain Paul Baker Park, so he was doubtful that they would be able to help. Lorraine Salins presented a map of the grounds and highlighted three areas which the Society feels need professional oversight. They are the memorial garden next to the Chapel, the memorial plantings near the Gazebo, and the triangular garden in the brick walkway leading to the deck (which is also the area favored for a memorial to Gail), and Dorothy Tennant has a list of things that need to be done to the gardens. A couple of people commented that in the past Raney's has been willing to donate plants, and that we should approach them again. Also that we could ask Alan Goode at Willow Greenhouse. In return we could put signs in the gardens that credit the donations to these businesses. Linda suggested that we form a two person committee to follow up on the suggestions. She volunteered to be that person from the Society and Bob Tremitiere volunteered for the Commission.

**Memorial For Gail:** Jack again asked for suggestions. Lorraine said that Gail liked sundials and also liked birdbaths, and that either would be a good choice. Bob suggested that what ever we get should be made as vandal resistant as possible. Linda Ross suggested that the Society might be willing to pick up half the cost of the memorial. Larry suggested that it could also be an Eagle Scout project, in which case fund raising would be part of the project.

### **Other projects:**

**Wainscot on Witch's Hat:** Norm Somers (via email) suggested that replacement was something that could probably be done a section at a time by volunteers, but that the overhangs needed to be attended to first. There was general agreement on this, but no action was taken.

**Basement Leak:** Jack Renwick will contact a few basement waterproofing companies and have them come look at the situation and make suggestions.

**Brick Walks:** The walks need maintenance. Bob will re-contact the people who were suggested in the past and get some estimates,

**Bathroom Revisions:** The initial estimate came in at about \$10,000. For this kind of expense, we would need a bid package to be prepared and to get several estimates. In view of the cost and the current budget, the Commission voted in favor of tabling the project until another budget year (Phil moved, Larry seconded). David Murphy suggested that we look at the entire area of the office and bathroom with the idea of optimizing the use of the whole area.

**Other Business:**

**Building Malfunction Notification:** Bob showed a proposal for a notification procedure that would be used when anyone discovers a building problem. This was in response to a request after the Washburn School furnace failure caused Cool Yule to be truly cool.

**Alarm system:** David Murphy asked about the status of the alarm system and stated that we are currently spending \$33/ month for fire only protection. Jack said that we have wrestled with the issue of an unreliable alarm system for years. We have looked into a wireless system, but in the past those systems would not extend to the school and chapel. David will check to see if it is possible for the alarm to go directly to the 911 system rather than through a vendor like ADT. The Commission will revisit the latest wireless systems to see if they have overcome the limits of the past.

The meeting was adjourned at 8:45PM (Larry motioned, Phil seconded, motion passed).

The next meeting will be Thursday, April 7, at 7:30 PM at the freight house.

Minutes recorded by Bob Tremittiere

Minutes respectfully submitted by Jack Renwick, Acting Chairperson

Dear Mr. Ted Wallace

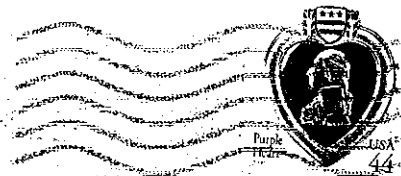
I have a concern about one of the local ordinances that is in place. The snow removal ordinance that if there is more than 1 inch of snow on sidewalks and it isn't shoveled within 4 hours the city will shovel it for 90 dollars an hour. This isn't a problem for fit strong people, but for the elderly this is a problem because there risk for injury increases, so scents they can do it they are going to pay the city 90 dollars a hour to shovel the side walk that is city property. I thought that sidewalks are city property and if they are shouldn't they maintained by the city with the tax money that we pay to the city of south Lyon. In my opinion they need to make budget cuts that would eliminate the need for this nonsense charge that has been put in place, we should all learn to deal with pay cuts because If we don't we will only dig our selfs a big hole that is hard to recover from.

From

Zachary Elwell

Zak Elwell  
1165 Colt Dr  
South Lyon MI, 48178

METROPLEX MI 480  
30 MAR 2011 PM 01



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