

# **Regular City Council Meeting**

## **August 13, 2012**

### **Agenda**

**7:30 p.m.**      **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Minutes - July 23, 2012**  
**Monthly Bills**  
**Approval of Agenda**  
**Public Comment:**

I.      Old Business - None

II.     New Business

1. DWRF Bond Ordinance
2. SMART Agreement
3. 2012 Road Repair Project
4. Whipple Street Parking Design
5. Police Vehicles
6. John Deere Mower Purchase
7. Closed Session – Collective Bargaining
8. I.O.U.E. Contract

III.    Manager's Report

IV.    Council Comments

V.     Adjournment

**CITY OF SOUTH LYON  
REGULAR CITY COUNCIL MEETING  
July 23, 2012**

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

**PRESENT:** Mayor Wallace  
Council Members: Dixon, Kivell, Kopkowski, Kramer, Rzyzi, and Wedell  
City Manager Murphy  
City Attorney Wilhelm  
City Clerk/Treasurer Zemke  
Department Heads: Collins, Kennedy, and Martin

**APPROVAL OF AGENDA:**

**CM 7-1-12 APPROVAL OF AGENDA**

Motion by Wedell , Supported by Kramer

To approve the agenda as presented

**VOTE:**

**MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF MINUTES:**

Councilman Kivell stated that there was a motion to excuse the absence of Councilman Kramer.

Councilman Kivell requested that his request for the minutes from the Housing Commission on page 3 be noted.

**CM 7-2-12 – APPROVAL OF MINUTES- JULY 9, 2012**

Motion by Wedell, supported by Kopkowski

To approve the minutes of the July 9, 2012 Regular Council meeting as amended

**VOTE:**

**MOTION CARRIED UNANIMOUSLY**

**PUBLIC COMMENT:** None

**OLD BUSINESS:**

**1. Second Reading – Amendment to the Fence Ordinance**

City Manager Murphy stated that this is additional fence materials. There has been no change since the first reading.

**CM 7-3-12 – APPROVAL OF SECOND READING – FENCE ORDINANCE**

Motion by Kivell, supported by Kramer

To approve the 2<sup>nd</sup> reading of the amendments to City of South Lyon Ordinance, Chapter 18, Article IV, Section 18-133 "Construction material" as presented.

**VOTE:**

**MOTION CARRIED UNANIMOUSLY**

2. Second Reading – Donation Box Ordinance

Attorney Wilhelm stated that per Council comment he started looking at various ordinances and it became clear that it is more involved than originally anticipated. He stated that he feels that this issue should be referred back to the Planning Commission for further review. There are several factors that the Commission may want to consider. Attorney Wilhelm further discussed the screening of the companies that place the donation boxes.

Councilman Kivell stated that he had hoped that some of this would have been distilled before getting to us. He further discussed the sample ordinances from other communities

**CM 7-4-12 – SECOND READING – DONATION BOX ORDINANCE – REFER TO PLANNING COMMISSION**

Motion by Kivell, supported by Kopkowski

To refer the proposed amendments to City of South Lyon Ordinance, Chapter 102, Section 102-113 "Donation Boxes" back to the Planning Commission for further review.

VOTE:

**MOTION CARRIED UNANIMOUSLY**

**NEW BUSINESS:**

1. Affirm appointment to the Arts and Cultural Commission

City Manager Murphy stated that the Commission met for the first time and reviewed four applications to fill the remaining seat on the Cultural Arts Commission. He further stated that the recommendation of the Commission was to appoint Cheryl Smith. He is asking Council to affirm that appointment.

**CM 7-5-12 – AFFIRMATION OF APPOINTMENT – CULTURAL ARTS COMMISSION**

Motion by Rzyzi, supported by Kramer

To affirm the City Manager's appointment of Cheryl Smith to the Arts and Cultural Commission

VOTE:

**MOTION CARRIED UNANIMOUSLY**

2. DWRF Tentative Contract Approval

City Manager Murphy stated that this is the next step in the Milestone Schedule. Bids for construction were solicited and received July 16, 2012. This step requires Council to adopt a resolution of tentative contract award. Again this is tentative and does not tie us to anything yet and is still contingent upon successful financial arrangements with the DWRF. We will be coming back to Council at the next meeting with the Bond Resolution.

Councilman Kramer asked that if at the next meeting in August will that be the final decision. City Manager Murphy stated that it would.

Mr. Tom Collis, representing the Bond Attorney stated that we will come back to the Council with the Bond Resolution with that Resolution Council will be adopting an ordinance authorizing the issuance of the bonds.

Councilman Wedell stated that interest rates are going down and asked if the 2.5% is still the best rate. Mr. Collis stated that for this 20 year term, 2.5% is still the best rate.

Councilman Kramer asked if the water rate increases proposed for the full amount or are we basing it on the 50% forgiveness. Discussion was held on the rate increase expected. City Manager Murphy further discussed the water debt that will be coming off in 2016.

Mayor Wallace asked Mr. VanDeCreek if he has experience with the trenchless drilling. Mr. VanDeCreek explained his experience with trenchless drilling with other communities.

Mayor Wallace asked if you anticipate people being shut down for long periods of time. Mr. VanDeCreek stated that there will some periods of outages

Mayor Wallace asked if the bursting would cause calcium, etc. to be broke loose. Mr. VanDeCreek explained the process and stated that there should be minimal disturbance to individual systems.

Mayor Wallace stated that he is concerned that in some of the houses, their lines are just as bad as what we are replacing. Mayor Wallace asked the cost to the homeowner. Discussion was held on coordinating with the contractor for residence who need additional work completed.

Discussion was held on the cost increase for an average family of four.

Councilman Kramer asked the life span of this project. Mr. VanDeCreek stated that we are looking at 100 year time life and maybe beyond that. He further discussed the corrosive resistant product.

Discussion was held on the repair to sod, lawns, etc.

Discussion was held on temporary water service if needed.

Discussion was held on the rate comparison. Discussion was held on the Detroit water rates.

Discussion was held on the flow rates. Mr. VanDeCreek stated that the pressure rate and flow rate would be greatly improved.

Councilman Kivell stated that it would be a good idea to have an information chain so that a contractor can make any repairs at the same time as the work is being done. City Manager Murphy stated that these contractors are not going to go into someone's home and replace the plumbing. Further discussion was held on possible repairs to lines that the homeowner may be responsible for.

Discussion was held on the contractor providing the low bid. The question was asked of Mr. VanDeCreek if he has had experience with them. Mr. VanDeCreek stated that he has not personally, but his firm has. He stated that they are a municipal contractor and have worked with many different communities.

#### CM 7-6-12 – APPROVAL RESOLUTION

Motion by Kivell, supported by Wedell

Whereas, the City of South Lyon wishes to construct improvements to its existing water treatment and distribution system; and

Whereas, the water system improvements project formally adopted on April 27, 2009 will be funded through the State of Michigan's Drinking Water Revolving Loan Fund (DWRF) program; and

Whereas, The City of South Lyon has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$3,695,575.00 from Bricco Excavating Co., LLC.; and

Whereas, the City's Engineer, Hubbell, Roth & Clark has recommended awarding the contract to the low bidder.

Now, Therefore, be it resolved, that the City of South Lyon tentatively awards the contract for construction of the proposed water system improvements project to Bricco Excavating Co., LLC contingent upon successful financial arrangements with the DWRF.

VOTE:

MOTION CARRIED (5 yea/2 nay)

### 3. Planning Services Agreement

City Manager Murphy stated that the RFP committee met with Carmine Avantini and Brad Strader from LSL after the last Council meeting where Council expressed concerns about an agreement between CIB and LSL to utilize LSL's resources. City Manager Murphy further stated that the former City Attorney had expressed his opinion that the contract for planning services with LSL is valid and in place, even though it was not signed, therefore he is asking Council to terminate that agreement except for the Master Plan work.

Attorney Wilhelm stated that he has reviewed the agreement between CIB and LSL for day-to-day assistance of LSL Planning and technical support. There have been changes to the agreement between CIB and the City that references that document between CIB and LSL and the types of services that they will provide. It further provides that the City is to receive notice in the event that the agreement between CIB and LSL is terminated. He further stated that we are satisfied that the arrangements allows the City an opportunity to get out of the agreement with 30 day notice if the arrangement between CIB and LSL is terminated.

Discussion was held on the billing. City Manager Murphy stated that LSL will be billing us for the Master Plan, but the daily functions will be billed by CIB.

Discussion was held on the Master Plan. City Manager Murphy stated that LSL will be doing the Master Plan work with the assistance of Mr. Avantini, however we do have an agreement with LSL.

Council Member Dixson stated that we are still dealing with two separate companies.

#### CM 7-5-12 – TERMINATE EXISTING AGREEMENT – PLANNING SERVICES

Motion by Kramer, supported by Kivell

To terminate the existing planning services agreement with LSL except as to the Master Plan Services work as approved by City Council on February 27, 2012

VOTE:

MOTION CARRIED ( 5 YEA, 2 NAY)

#### CM 7-7-12 – APPROVAL OF PLANNING SERVICES AGREEMENT

Motion by Kramer, supported by Kivell

To approve the three year contract between the City of South Lyon and CIB Planning Inc., for planning services

VOTE:

MOTION CARRIED (5 YEAM 2 NAY)

Closed Session – Manager Evaluation

#### MANAGER'S REPORT:

City Manager Murphy stated that Kristen Delaney resigned effective July 27<sup>th</sup>.

City Manager Murphy stated that the MML Convention is scheduled for October on Mackinaw Island. He asked Council if they would like him to attend and further stated that anyone else wishing to attend should contact the City Clerk.

**COUNCIL COMMENTS:**

Council Member Kopkowski stated that she would like to see the dead plants downtown removed. City Manager Murphy stated that they are working on the matter and will be taking action this week.

Councilman Kivell stated that we had a conversation about getting the farmer in Volunteer Park in to talk about recreating the paths. Mayor Wallace stated he has spoken to the farmer. Discussion was held on bringing this to Council in August. Councilman Kivell stated that he does not think that we need to meet with him, we just need to convey that to the farmer to get it done. Discussion was held on reviewing the contract with the farmer after the harvesting season.

Mayor Wallace stated that it is nice to hear that we are going to do something about the planters.

Mayor Wallace stated that the car show will be downtown this Wednesday. Also Saturday they will be holding the Brews, Blues and Brats where our local brewery will be hosting the beer tent, but there are other restaurants downtown as well. The question was asked if this will allow people to walk the streets with beer. Chief Collins stated that will have to stay within the confined area.

It was stated that Recfest will also be in McHattie Park 11 a.m. to 5 p.m. Saturday July 28th with games for the kids, food, etc.

**CM 6-3-12 – ENTER INTO EXECUTIVE SESSION**

Motion by Kramer , supported by Kivell

To enter into Executive Session for the purposes of discussing the City Manager Evaluation

VOTE:

**MOTION CARRIED UNANIMOUSLY**

**ADJOURNMENT:**

**CM 7-8-12 ADJOURNMENT**

Motion by Kivell, supported by Kopkowski

To adjourn the meeting at 9:34 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**

**News Business: Item #1**

**MEETING DATE:** August 13, 2012

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

**AGENDA TOPIC:** DWRF Bond Ordinance

**EXPLANATION OF TOPIC:** The final item to move forward with the DWRF is for the City Council to approve the Bond Ordinance. The Ordinance authorizes the issuance of the Bonds, which are payable from the Net Revenues of the City's Water and Sewer System. The Bonds will be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.50%. MDEQ has indicated the City will receive 50% principal forgiveness on the debt, so the actual amount which will be repaid will be \$2,650,000 plus interest at 2.5%. Pursuant to the Revenue Bond Act, the Ordinance may be adopted in one reading, regardless of any contrary provision in the City's ordinance adoption procedures. The Ordinance is required to be published once in full in the local newspaper after its adoption.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Letter from Pat McGow, Bond Attorney at Miller Canfield, and the Bond Ordinance.

**POSSIBLE COURSES OF ACTION:** Pass/do not pass the bond ordinance as presented.

**RECOMMENDATION:** Pass the bond ordinance.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to pass the bond ordinance as presented and on file with the City Clerk.

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

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August 6, 2012

Via email and U.S. Mail

David Murphy  
City Manager  
South Lyon, City of  
214 West Lake Street  
South Lyon, MI 48178

Re: City of South Lyon Drinking Water Revolving Fund Project  
Water and Sewer System Junior Lien Revenue Bonds, Series 2012

Dear David:

As we discussed, I have enclosed an Ordinance authorizing the issuance of the above-captioned Series 2012 Bonds to be considered for approval by the City Council at its meeting on Monday, August 13th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") 4th Quarter Drinking Water Revolving Fund Program scheduled to close on September 18th. The Ordinance authorizes the issuance of the Bonds in an amount not to exceed \$5,300,000 and has been prepared based on the bond specifications from Robert W. Baird & Co., Incorporated, the City's financial advisors.

The Ordinance authorizes the issuance of the Bonds, which are payable from the Net Revenues of the City's Water and Sewer System. The Bonds will be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.50%. MDEQ has indicated the City will receive 50% principal forgiveness on the debt, so the actual amount which will be repaid will be \$2,650,000 plus interest at 2.5%.

The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933.



**CITY OF SOUTH LYON**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE WATER AND SEWER SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO ESTABLISH SEPARATE SERIES OF BONDS OF SENIOR AND SUBORDINATE STATUS WITH RESPECT TO THE NET REVENUES OF THE SYSTEM; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.**

THE CITY OF SOUTH LYON ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.
  - (i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.
  - (ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.
- (c) "Authority" means the Michigan Finance Authority or its successor.
- (d) "Authorized Officers" means the Mayor, the City Manager and the City Clerk/Treasurer of the City.

the Bonds or Junior Lien Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(o) "Supplemental Agreement" means the supplemental agreement among the City, the Authority and the DEQ relating to the Series 2012 Bond.

(p) "System" means the Water and Sewer System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Drinking Water Revolving Fund financing program being administered by the DEQ and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of two and one-half percent (2.50%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be Five Million Three Hundred Thousand Dollars (\$5,300,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 202 Bond, the City shall borrow the sum of not to exceed Five Million Three Hundred Thousand Dollars (\$5,300,000), and issue the Series 2012 Bond therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from City funds on hand and legally available for such use.

Section 5. Issuance of Series 2012 Bond; Details. The Series 2012 Bond of the City, to be designated **WATER AND SEWER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2012** is authorized to be issued in the aggregate principal sum of not to exceed Five Million Three Hundred Thousand Dollars (\$5,300,000) or such lesser amount as finally determined by order of the DEQ for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2012 Bond. The Series 2012 Bond shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that said Series 2012 Bond shall be junior and subordinate to the prior lien with respect to the Net Revenues of any Bonds hereafter issued pursuant to this Ordinance.

The Series 2012 Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the DEQ at the time of sale of the Series 2012 Bond and approved by the Authority and an Authorized Officer. Principal installments of the Series 2012 Bond shall be payable on April 1 of the years 2015 through 2034, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2012 Bond shall be payable on April 1 and October 1 of each year, commencing April 1, 2013 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2012 Bond and the payment dates and amounts of principal installments of the Series 2012 Bond shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to

Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2012 Bond; Security; Priority of Lien. Any Bonds hereafter issued and the interest thereon shall be payable solely from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any.

Any Junior Lien Bonds issued hereunder, including the Series 2012 Bond, and the interest thereon shall be payable from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2012 Bond) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Bonds hereafter issued.

Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. Commencing on September 1, 2012, all funds belonging to the System shall be transferred as herein indicated and all Revenues of the System shall be set aside as collected and credited to a fund to be designated WATER SUPPLY SYSTEM RECEIVING FUND (the "Receiving Fund"). In addition, on September 1, 2012, all Revenues in any accounts of the System shall be transferred to the Receiving Fund and credited to the funds and accounts as provided in this section. The Revenues credited to the Receiving Fund are pledged for the purpose of the following funds and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times and in the order of priority hereinafter specified:

A. OPERATION AND MAINTENANCE FUND:

Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to, a fund designated OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"), monthly a sum sufficient to provide for the payment of the next month's expenses of administration and operation of the System and such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

A budget, showing in detail the estimated costs of administration, operation and maintenance of the System for the next ensuing operating year, shall be prepared by the City at least 30 days prior to the commencement of each ensuing operating year. No payments shall be made to the City from moneys credited to the Operation and Maintenance Fund except for services directly rendered to the System by the City or its personnel.

B. BOND AND INTEREST REDEMPTION FUND:

There shall be established and maintained a separate depository fund designated BOND AND INTEREST REDEMPTION FUND (the "Redemption Fund"), the moneys on deposit therein from time to time to be used solely for the purpose of paying the principal of, redemption premiums (if any) and interest on the Bonds. The moneys in the Redemption Fund shall be kept on deposit with the bank or trust company where the principal of and interest on the Bonds, or any series thereof, are payable.

Out of the Revenues remaining in the Receiving Fund, after provision for the Operation and Maintenance Fund, there shall be set aside in the Redemption Fund each month, commencing with the date of issue of a series of Bonds, a sum proportionately sufficient to provide for the payment when due of the then current principal of and interest on the Bonds, less any amount in the Redemption Fund representing accrued interest on the Bonds or investment income on amounts on deposit in the Redemption Fund. Commencing with the date of issue of a series of Bonds, the amount set aside each month for interest on the Bonds shall be the fractional amount of the total amount of interest on the Bonds next coming due derived from the number of months from the date of issue of the Bonds to the first interest payment date. Commencing with

No further payments need be made into the Junior Lien Redemption Fund after enough of the principal installments of the Junior Lien Bonds have been retired so that the amount then held in the Junior Lien Redemption Fund (including a bond reserve account, if any), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Bond then remaining outstanding.

D. REPAIR, REPLACEMENT AND IMPROVEMENT FUND:

There shall next be established and maintained a fund, separate depository account, designated WATER SUPPLY SYSTEM RRI FUND or such other designation determined by the Treasurer (the "Replacement Fund"), the money credited thereto to be used solely for the purpose of making repairs and replacements to the System. Out of the Revenues and moneys of the System remaining in the Receiving Fund each month after provision has been made for the deposit of moneys in the Operation and Maintenance Fund, the Redemption Fund and the Junior Lien Redemption Fund, there may be deposited in the Replacement Fund such additional funds as the City may deem advisable. If at any time it shall be necessary to use moneys in the Replacement Fund for the purpose for which the Replacement Fund was established, the moneys so used shall be replaced from any moneys in the Receiving Fund which are not required by this Ordinance to be used for the Operation and Maintenance Fund, the Redemption Fund, or the Junior Lien Redemption Fund.

E. GENERAL OBLIGATION DEBT FUND:

Out of the remaining Revenues in the Receiving Fund, there may be next set aside in or credited to monthly after meeting the requirements of the foregoing Account, to an account designated General Obligation Debt Fund (the "G.O. Fund"), or from other available moneys such sums as shall be necessary to pay debt service on presently existing or future general obligation bond issues of the City or general obligations or contractual obligations of the City incurred or to be incurred for System purposes.

F. SURPLUS MONEYS:

Thereafter, any Revenues in the Receiving Fund after satisfying all the foregoing requirements of this Section may, at the discretion of the City, be used for any of the following purposes:

1. Transferred to the Replacement Fund.
2. Transferred to the Redemption Fund and used for the purchase of Bonds on the open market at not more than the fair market value thereof or used to redeem Bonds prior to maturity pursuant to this Ordinance.
3. Any other use permitted by law.

Section 15. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund, the Redemption Fund, or the Junior Lien Redemption Fund, any moneys or securities in other funds of the System, except the

Any unexpended balance of the proceeds of sale of the Series 2012 Bond remaining after completion of the Project in the Construction Fund may, at the discretion of the City, be used for further improvements, enlargements and extension to the System, if, at the time of such expenditures, such use is approved by the Michigan Department of Treasury, if such permission is then required by law. Any remaining balance after such expenditure shall be paid to the Redemption Fund and may be used for the purpose of purchasing the Series 2012 Bond on the open market at not more than the fair market value thereof, but not more than the price at which the Series 2012 Bond may next be called for redemption, or used for the purpose of paying principal of the Series 2012 Bond upon maturity or calling the Series 2012 Bond for redemption.

Section 18. Bond Form. The Series 2012 Bond shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance:

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N.A. or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

#### Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the water supply system of the Water and Sewer System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional Bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The City has reserved the right to issue such additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of Bonds subsequent to the delivery of the bonds of this issue.

IN WITNESS WHEREOF, the City of South Lyon, County of Oakland, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

**CITY OF SOUTH LYON**

By \_\_\_\_\_  
Mayor

(Seal)

Countersigned:

By \_\_\_\_\_  
City Clerk



Section 19. General Covenants. The City covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The City will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan, the City's Charter and this Ordinance.

(b) The City will keep proper books of record and account separate from all other records and accounts of the City, in which shall be made full and correct entries of all transactions relating to the System. The City shall have an annual audit of the books of record and account of the System for the preceding operating year made each year by an independent certified public accountant. The auditor shall comment on the manner in which the City is complying with the requirements of the Ordinance with respect to setting aside and investing moneys and meeting the requirements for acquiring and maintaining insurance. The audit shall be completed and so made available not later than six (6) months after the close of each operating year except as such period may be extended in conformance with the rules of the Michigan Department of Treasury.

(c) The City will maintain and carry, for the benefit of the holders of the Bonds, insurance on all physical properties of the System and liability insurance, of the kinds and in the amounts normally carried by municipalities engaged in the operation of water supply and sewage disposal system, including self-insurance. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of redeeming or purchasing Bonds.

(d) The City will not sell, lease or dispose of the System, or any substantial part, until all of the Bonds and Junior Lien Bonds have been paid in full, both as to principal and interest or provision made thereof as herein provided. The City will operate the System as economically as possible, will make all repairs and replacements necessary to keep the System in good repair and working order, and will not do or suffer to be done any act which would affect the System in such a way as to have a material adverse effect on the security for the Bonds and the Junior Lien Bonds.

(e) The City will not grant any franchise or other rights to any person, firm or corporation to operate a System that will compete with the System and the City will not operate a system that will compete with the System.

(f) The City will cause the Project to be acquired and constructed promptly and in accordance with the plans and specification therefor.

Section 20. Additional Bonds. Except as hereinafter provided, the City shall not issue additional Bonds of equal or prior standing with any initial series of Bonds issued hereunder.

Section 21. Negotiated Sale; Application to DEQ and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2012 Bond to the Authority because the Drinking Water Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the DEQ for placement of the Series 2012 Bond with the Authority. The actions taken by the Authorized Officers with respect to the Series 2012 Bond prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officers is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2012 Bond for the Drinking Water Revolving Fund. Prior to the delivery of the Series 2012 Bond to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2012 Bond contained in Section 18 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 22. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2012 Bond from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2012 Bond proceeds and moneys deemed to be Bond proceeds.

Section 23. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 24. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2012 Bond issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2012 Bond shall not exceed two and one-half percent (2.50%) per annum, and the Series 2012 Bond shall mature in not more than twenty (20) annual installments.

Section 25. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 26. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

# **AGENDA NOTE**

**New Business: Item #2**

**MEETING DATE:** August 13, 2012

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

**AGENDA TOPIC:** Proposed Municipal Credit Contract between the City of South Lyon and The Suburban Mobility Authority for Regional Transportation (SMART) for Fiscal Year 2013

**EXPLANATION OF TOPIC:** This is an annual agreement with SMART. If the City spends at least \$12,802, SMART will pay the City \$11,134 for transportation services. Our Payment to Northfield Human Services for the People's Express for this fiscal year will be \$63,816 for public transportation so we will have no problem meeting the match.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Municipal Credit Contract for Fiscal Year 2013

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the proposed contract with the Suburban Mobility Authority for Regional Transportation (SMART) as presented for Fiscal Year 2013

**RECOMMENDATION:** Approve the proposed contract with the Suburban Mobility Authority for Regional Transportation (SMART) as presented for Fiscal Year 2013

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the proposed contract with the Suburban Mobility Authority for Regional Transportation (SMART) for Fiscal Year 2013 as presented

# ***MUNICIPAL CREDIT CONTRACT***

## ***FY - 2013***

I, Julie C. Zemke, on behalf of the City of South Lyon apply to SMART for our Municipal Credits for the period July 1, 2012 to June 30, 2013, and agree that the Municipal and Community Credits Master Agreement, which is incorporated herein by reference, will form part of this agreement. Specific terms, conditions, and budgetary projections are set forth in Exhibits A and B as necessary.

Our community agrees to use the \$11,134 in **Municipal Credit** funds available to us as follows:

(1) Transfer of \$ \_\_\_\_\_ To TRANSFeree COMMUNITY

At the cost of \$ \_\_\_\_\_

(2) Transportation program operated/administered by the community  
(Includes Charters, Van/Bus Program, Taxi Reimbursement)

At the cost of \$ \_\_\_\_\_

Total \$ 11,134

Pursuant to Act 51, SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it may necessitate a reduction in the amount of funds available to the City of South Lyon. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART.

### **City of South Lyon**

By: Julie C. Zemke

Date \_\_\_\_\_

Its: City Clerk/Treasurer

### **Suburban Mobility Authority for Regional Transportation**

Date \_\_\_\_\_

By: John C. Hertel, General Manager

## **Exhibit A**

### **Project Description**

**Definition:** The City of South Lyon has entered into a three year agreement Northfield Human Services (People's Express) for the purpose of providing transportation assistance to all citizens of the City. The City will pay \$60,780 for the first year beginning 7/1/2011, \$63,816 for the second year and \$67,008 for the third year of the contract.

**Service Area** – See enclosed map that shows the general service area.

**Service Hours** – Monday thru Friday 8:00 a.m. to 5:00 p.m. – Appointments are made 24 hours in advance

**Eligible User Group** – All residents of the City of South Lyon

**Fare Structure** - \$2 round trip within the City and \$4 round trip to destinations outside the City of South Lyon.

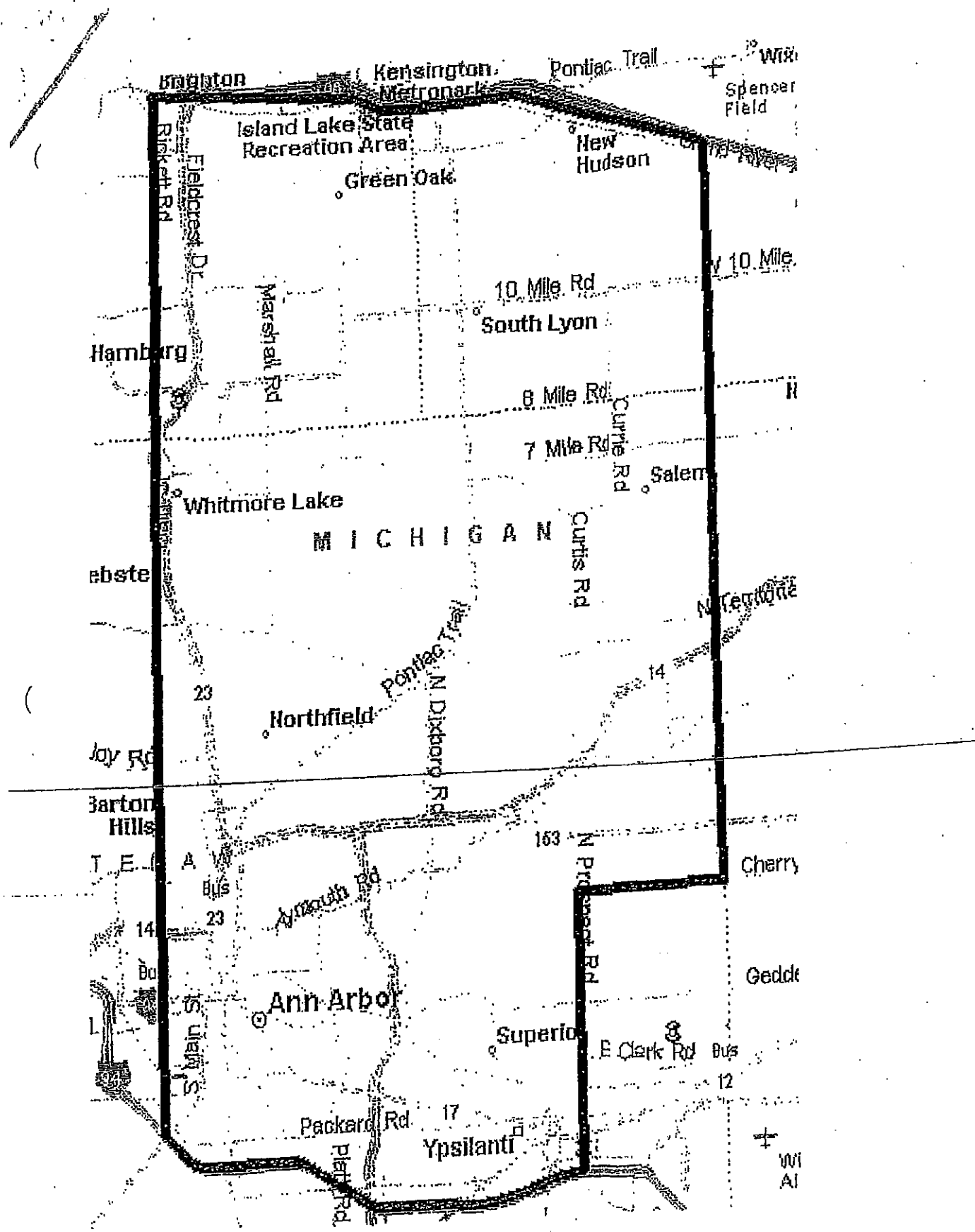
**Service Level** – Users are required to make arrangements at least 24 hours in advance

**Service Mode** – Seating capacity – 9

Wheelchair Accessible

Multiple vehicles available

People's Express has backup vehicles for mechanical failures





Suburban Mobility Authority  
for Regional Transportation

Office  
Contract Compliance

# Equal Employment Opportunity Compliance Report A

**Bid / Project Name**

Name of Firm

City of South Lyon

Employer I.D.

Number

386004651

Address

335 S. Warren

City

South Lyon

State

MI

Zip

48178

☐ Independent firm, or☐ Owned / controlled by:

City of South Lyon

Corporate address of parent  
or affiliated company:Indicate the appropriate  
box for your reporting unit  
(Mark only one box):☐ Consolidated Report☐ Headquarters Unit Report☐ Special Report☐ Single Establishment Employer Report☐ Individual Establishment Report (Submit one  
for each establishment)**Business Data**What is the major activity of this establishment (Be specific, i.e., manufacturing  
steel casings, retail grocer, wholesale plumbing supplies, life insurance)?Include the specific type of product or type of service provided,  
as well as the principal business or industrial activity:Have all subcontractors been informed of their responsibility to file  
EEO Compliance Report A?☐ Yes☐ NoIs an Affirmative Action Plan on file with SMART's Office of  
Contract Compliance?☐ Yes☐ No

If no, plan will be

submitted by (indicate date):

An Affirmative Action Plan is on file with the following  
governmental agencies. Please list:**Employment Data** Employment at this establishment - Report all permanent, temporary, or part time employees including apprentices and  
on-the-job trainees. Enter the appropriate figures on ALL lines and in ALL columns. Blank spaces will be considered as zero.

Job Categories	Establishment			Minority Male				Minority Female			
	Total Employees Including Minorities	Total Males Including Minorities	Total Females Including Minorities	Black	Asian Pacific	Amer. Indian	Spanish Amer.	Black	Asian Pacific	Amer. Indian	Spanish Amer.
Officials /Managers	1	1									
Professionals											
Technicians											
Sales Workers											
Office and Clerical Staff	2	2									
Craftsmen (Skilled)											
Operators (Semi-Skilled)	3	2	1								
Laborers (Unskilled)											
Service Workers											
Journey Workers											
Apprentices											
<b>Total</b>	<b>6</b>	<b>5</b>	<b>1</b>								

**Employment Data (continued)**

Employment at this establishment-Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.

Enter the appropriate figures.

Enter the appropriate figures.

Job Categories	Current Workforce						Under-utilization		Estimated Number of Vacancies	20____ Goals				Ultimate Goals			
	No. of Employees	Minority		Female		Minority				Female		Minority		Female			
		#	%	#	%	Min.	Fem.	#		%	#	%	Year	%	Year	%	
Officials/Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Office and Clerical Staff																	
Craftsmen (Skilled)																	
Operators (Semi. Skilled)																	
Laborers (Unskilled)																	
Service Workers																	
Journey Workers																	
Apprentices																	
Total																	

**Certification**

Name of authorized official		Title	
David M. Murphy		City Manager	
Signature		Date	
Name of person to contact regarding this report		Title	
David M. Murphy		City Manager	
Address (number and street)		City	
335 S. Warren		South Lyon	
State	Zip Code	Area Code	Telephone Number
MI	48178	248	437-1735
Ext.			
How was information as to race or ethnic group obtained?		<input type="checkbox"/> Visual Survey <input type="checkbox"/> Employment Records	

Do not write below this line. For SMART Only.

Date	Awardable		Signature	Comments
	Yes	No		



**PROJECT OPERATION BUDGET**

COMMUNITY: City of South Lyon

PROJECT: MUNICIPAL/COMMUNITY CREDIT PROGRAM

FISCAL YEAR 2013 - JULY 1, 2012 THROUGH JUNE 30, 2013

**OPERATING EXPENSES:**

Administrative Fee (max. is 10% of MC/CC Funds)	\$ -
Driver Wages	\$ -
Fringe Benefits	\$ -
Gasoline & Lubricants	\$ -
Vehicle Insurance	\$ -
Parts, Maintenance Supplies	\$ -
Mechanic Wages	\$ -
Fringe Benefits	\$ -
Dispatch Wages	\$ -
Cell phones or other overhead costs	\$ -
<b>Sub Total (Operations &amp; Maintenance)</b>	<b>\$ -</b>

**PURCHASED SERVICE**

Taxi Service	\$ 63,816.00
Charter Service	\$ -
SMART Bus Tickets	\$ -
SMART Shuttle Service	\$ -
SMART Dial-A-Ride	\$ -
<b>Sub Total (Purchased Services)</b>	<b>\$ 63,816.00</b>

**CAPITAL EQUIPMENT**

(List purchases made with Community Credits)

Computer Equipment	\$ -
Software	\$ -
Vehicle	\$ -
Maintenance Equipment	\$ -
Other (Specify)	\$ -
<b>Sub Total (Capital Expenses)</b>	<b>\$ -</b>

**TOTAL EXPENSES****\$ 63,816.00****REVENUES:**

Municipal Credit Funds	\$ 11,134.00
Community Credit Funds	\$ -
Specialized Services Funds	\$ -
General Funds	\$ 51,182.00
Farebox Revenue	\$ 1,500.00
In-Kind Service	\$ -
Special Fares (Contracted Service)	\$ -
Other (Specify)	\$ -
<b>TOTAL REVENUE:</b>	<b>\$ 63,816.00</b>

Submitted By:

Title

Date

City Clerk/TreasurerJulie C. Zemke

Note: Total Expenses MUST equal Total REVENUE

# **AGENDA NOTE**

**New Business: Item #3**

**MEETING DATE:** August 13, 2012

**PERSON PLACING ITEM ON AGENDA:** Robert J. Martin, Department of Public Works

**AGENDA TOPIC:** 2012 Street Improvement Project

**EXPLANATION OF TOPIC:** As you may recall at the July 11, 2012 Council Meeting we presented a list of proposed streets for rehabilitation. The list compiled was for partial fixes and not full blown reconstruction. The following was the list of streets proposed:

**E. Liberty** from Reese to Reynolds Sweet  
**Reese Extension** from E. Liberty to Terminus  
**Hagadorn** from 10 Mile Road to 110' north  
**Chester** from Hagadorn to 60' west  
**Warren** from Whipple Blvd. to 2<sup>nd</sup> Street  
**Stanford** at Vassar Intersection

We received five (5) bids for this work with the lowest bid being T&M Asphalt Paving, Inc. The price of doing this job for the construction portion will be \$106,836.00. The observation engineering cost will be \$37,000.00 for a total cost of \$143,836.00.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Bid tabulation of the five (5) bids.

**POSSIBLE COURSES OF ACTION:** Approve/deny the 2012 Street Repair project.

**RECOMMENDATION:** Approve the 2012 Street repair project with the low bid from T&M Asphalt Paving, Inc. for \$106,836.00.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the 2012 Street Repair Project with the low bid of \$106,836 to T&M Asphalt Paving, Inc.

BID TABULATION  
2012 STREET IMPROVEMENT PROGRAM  
CITY OF SOUTH LYON  
OAKLAND COUNTY, MICHIGAN

Bids Due: July 24, 2012  
HRC Job # 20120347

BIDDER NO. 1																	BIDDER NO. 2																	BIDDER NO. 3																	BIDDER NO. 4																	BIDDER NO. 5																
T & M Asphalt Paving, Inc.																	Paves Corporation																	Asphalt Specialists Inc.																	Florence Cement Company																	Cadillac Asphalt, LLC																
4755 Old Plank Road																	2654 Van Horn Road																	1780 E. Highland																	12585 23 Mile Road																	41777 Wheat 12 Mile Road																
Milford, MI 48381-4066																	Trenton, MI 48183																	Pontiac, MI 48340																	Shelby Twp., MI 48315																	Wixom, MI 48393																
Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost																																																							
1. Pulverize & Shape Bituminous Pavement	2650	syd	\$5.50	\$14,575.00	\$4.00	\$10,600.00	\$2.60	\$6,890.00	\$3.90	\$10,335.00	\$4.10	\$10,865.00	\$4.10	\$10,865.00	\$5.25	\$13,700.00	\$5.25	\$13,700.00	\$6.20	\$16,520.00	\$6.20	\$16,520.00	\$6.20	\$16,520.00	\$6.20	\$16,520.00	\$6.20	\$16,520.00	\$6.20	\$16,520.00																																																						
2. Mill Existing Bituminous Pavement	1280	syd	\$5.00	\$1,400.00	\$6.30	\$1,764.00	\$3.75	\$1,050.00	\$25.00	\$7,000.00	\$3.25	\$1,470.00	\$3.25	\$1,470.00	\$5.00	\$6,400.00	\$5.00	\$6,400.00	\$5.75	\$7,350.00	\$5.75	\$7,350.00	\$5.75	\$7,350.00	\$5.75	\$7,350.00	\$5.75	\$7,350.00	\$5.75	\$7,350.00																																																						
3. Mill Existing Concrete Pavement	580	syd	\$5.00	\$2,900.00	\$6.30	\$3,654.00	\$5.75	\$3,335.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00																																																						
4. Pavement Removal, Full Depth	213	syd	\$9.00	\$1,917.00	\$9.40	\$2,002.20	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00																																																						
5. Saw-cut Curb & Gutter Joints	283	ft	\$2.00	\$566.00	\$2.00	\$566.00	\$4.00	\$1,132.00	\$1.30	\$367.90	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50	\$2.50	\$707.50																																																						
6. Route, Clean, Seal and Hot Poured	1066	lbs	\$2.50	\$2,665.00	\$2.89	\$3,080.74	\$3.50	\$3,731.00	\$0.10	\$106.60	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20	\$3.20	\$3,411.20																																																						
7. Sealant	150	ft	\$10.00	\$1,500.00	\$15.00	\$2,250.00	\$10.00	\$1,500.00	\$9.00	\$1,350.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00																																																						
8. MDOOT R-44-E, Detail 7 Joint Repair	65	ft	\$15.00	\$975.00	\$20.00	\$1,300.00	\$18.00	\$1,170.00	\$20.00	\$1,300.00	\$18.00	\$1,170.00	\$18.00	\$1,170.00	\$41.00	\$12,382.00	\$41.00	\$12,382.00	\$39.00	\$11,778.00	\$39.00	\$11,778.00	\$39.00	\$11,778.00	\$39.00	\$11,778.00	\$39.00	\$11,778.00	\$39.00	\$11,778.00																																																						
9. Subgrade Undercut w/1" x 3" Crushed Stone (as needed)	302	ton	\$30.00	\$9,060.00	\$38.50	\$11,627.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00	\$32.00	\$9,664.00																																																						
10. Geogrid (Tensar BX-1300), as needed	919	syd	\$5.50	\$5,054.50	\$5.00	\$4,595.00	\$5.00	\$4,595.00	\$3.50	\$3,216.50	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85	\$5.15	\$4,732.85																																																						
11. 6" Concrete Driveway Approach	68	syd	\$50.00	\$3,400.00	\$39.00	\$2,652.00	\$80.00	\$5,440.00	\$60.00	\$4,080.00	\$50.00	\$3,400.00	\$50.00	\$3,400.00	\$73.00	\$22,849.00	\$73.00	\$22,849.00	\$73.00	\$22,849.00	\$73.00	\$22,849.00	\$73.00	\$22,849.00	\$73.00	\$22,849.00	\$73.00	\$22,849.00	\$73.00	\$22,849.00																																																						
12. Bituminous Mix No. 1500T, Wearing Course	313	ton	\$71.00	\$22,223.00	\$79.00	\$24,727.00	\$76.00	\$23,788.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00	\$100.00	\$31,300.00																																																						
13. Bituminous Mix No. 1500L, Leveling Course	218	ton	\$73.00	\$15,914.00	\$80.00	\$17,440.00	\$75.00	\$16,350.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00																																																						
14. Shoulder Repair (w/excess material)	3	cyd	\$75.00	\$225.00	\$100.00	\$300.00	\$30.00	\$90.00	\$170.00	\$510.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00	\$45.00	\$135.00																																																						
15. 2 1/4" Aggregate Base	222	ton	\$15.00	\$3,330.00	\$21.50	\$4,773.00	\$18.00	\$3,996.00	\$28.00	\$6,216.00	\$18.00	\$3,996.00	\$18.00	\$3,996.00	\$28.00	\$6,216.00	\$28.00	\$6,216.00	\$28.00	\$6,216.00	\$28.00	\$6,216.00	\$28.00	\$6,216.00	\$28.00	\$6,216.00	\$28.00	\$6,216.00	\$28.00	\$6,216.00																																																						
16. Adjust Structure (as needed)	9	ea	\$250.00	\$2,250.00	\$350.00	\$3,150.00	\$425.00	\$3,825.00	\$325.00	\$2,925.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00																																																						
17. Part Mfg. Polyurea 4 inch, Yellow	900	ft	\$2.65	\$2,385.00	\$2.63	\$2,367.00	\$3.50	\$3,150.00	\$2.60	\$2,340.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00	\$2.63	\$2,367.00																																																						
18. Part Mfg. Polyurea 4 inch, White	710	ft	\$2.65	\$1,881.50	\$2.63	\$1,867.30	\$3.50	\$2,485.00	\$2.60	\$1,846.00	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30	\$2.63	\$1,867.30																																																						
19. Part Mfg. Polyurea, Lt Turn Arrow Sym	1	ea	\$95.00	\$95.00	\$95.00	\$95.00	\$200.00	\$200.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00																																																						
20. Part Mfg. Polyurea, Thru Arrow Sym	1	ea	\$95.00	\$95.00	\$95.00	\$95.00	\$200.00	\$200.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00																																																						
21. Part Mfg. Polyurea, Only	1	ea	\$125.00	\$125.00	\$125.00	\$125.00	\$250.00	\$250.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00																																																						
22. Surface Restoration w/Sod and 3" Topsoil	1	L.S.	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00																																																						
23. Soil Erosion Control	1	L.S.	\$500.00	\$500.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00																																																						
24. Mobilization	1	L.S.	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$2,800.00	\$2,800.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00																																																						
25. Maintaining Traffic	1	L.S.	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00																																																						
26. Audio-Video Route Survey	1	L.S.	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00																																																						
27. Field Observation "Crew Days"	390	Days	\$10	\$3,900.00	15	\$5,850.00	20	\$7,800.00	14	\$5,460.00	25	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00																																																						
TOTAL AMOUNT OF BASE BID				\$106,836.00	\$116,980.24				*	\$118,671.00	\$136,980.00				\$172,193.85																																																																					

\* Corrected By Engineer

ENGINEER:  
Hubbell, Roth & Clark, Inc.  
555 Hulse Drive  
P.O. Box 824  
Bloomfield Hills, MI 48303-0824

# AGENDA NOTE

New Business: Item #4

**MEETING DATE:** August 13, 2012

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

**AGENDA TOPIC:** Whipple Street Parking Lot Project

**EXPLANATION OF TOPIC:** As you may recall the City has been saving the 2010, 2011 and 2012 CDBG (Community Development Block Grant) money to repave the City owned parking lot on Whipple Street. The 2012 CDBG funding has been approved by the Federal Government and we can now obligate and expend these funds. The total amount of CDBG funds that can be used towards this project is \$82,464, the Engineer's estimate for this project is \$128,801.00 and the remaining \$46,337 will come from the Capital Improvement Fund.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Cost estimate from HRC for the design and construction of the parking lot and aerial view of the lot.

**POSSIBLE COURSES OF ACTION:** Approve/deny the design services in the amount of \$13,600.00 for the Whipple Street Parking Lot Project.

**RECOMMENDATION:** Approve the design services from HRC in the amount of \$13,600.00 for the Whipple Street Parking Lot Project.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the design services from HRC in the amount of \$13,600.00 for the Whipple Street Parking Lot Project.



**HUBBELL, ROTH & CLARK, INC**  
**Consulting Engineers**

**Principals**

George E. Hubbell  
Thomas E. Biehl  
Walter H. Alix  
Peter T. Roth  
Michael D. Waring  
Keith D. McCormack  
Nancy M.D. Faught  
Daniel W. Mitchell

**Senior Associates**

Gary J. Tressel  
Lawrence R. Ancypa  
Kenneth A. Melchior  
Randal L. Ford  
David P. Wilcox  
Timothy H. Sullivan

**Associates**

Jonathan E. Booth  
Michael C. MacDonald  
Marvin A. Olane  
William R. Davis  
Jesse B. VanDeCreek  
Robert F. DeFrain  
Marshall J. Grazioli  
Thomas D. LaCross  
Dennis J. Benoit  
James F. Burton  
Jane M. Graham  
Donna M. Martin  
Charles E. Hart

August 3, 2012

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

Attention: Mr. David M. Murphy, City Manager

Re: **2012 CDBG Project – Whipple Parking Lot**  
Proposal for Professional Engineering Services

HRC Job No. 20090677.02

Dear Mr. Murphy:

At your request, we have reviewed the limits of the proposed 2012 CDBG Project – Whipple Parking Lot. The attached Figure No.1 graphically illustrates the parking lot slated for improvements.

We understand that the City wishes to upgrade the parking lot cross-section in an effort to meet the minimum criteria that are outlined in the City of South Lyon Standard Engineering Specifications. Note that this estimate does not include any sanitary sewer or water main related utility work.

We have prepared a preliminary construction cost and total project cost estimate that includes the following major items of work:

1. Pulverize the existing pavement from edge to edge and re-shape the parking lot using the pulverized material to provide the minimum cross-slope per the City's Paving Design Standards.
2. Installation of a storm sewer system which connects into the existing storm sewer on Whipple Blvd. to improve parking lot drainage.
3. Overlay the re-shaped parking lot with a bituminous overlay which meets Standard Engineering Specifications.
4. Stripe the new bituminous pavement to match the existing parking layout.
5. Salvage and re-use existing parking blocks (if possible).
6. In order to make necessary base and drainage improvements a cost has been budgeted for the removal and replacement of a portion of the existing pavement sub base section with undercutting. Final quantities will be determined during the design phase.

Y:\200906\20090677\Proposal\Corrs\01 Ltr.docx

101 Burg Road  
Mt. Clemens, Michigan 48046  
Telephone 586.861.6900 Fax 586.861.9119  
www.hrc-inc.com

**Engineering. Environment. Excellence.**

Based upon our preliminary project cost estimates, the following Table 1 is a summary that reflects the preliminary apportionment of costs that will be incurred to each of the City budgets for streets, water and sewer improvements, respectively.

**Table 1:**

	<b>Streets</b>	<b>Water</b>	<b>Sewer</b>
Apportioned Construction Cost =	\$93,601.00	\$0	\$0
Construction Cost Percentages =	100.00%	0%	0%
Apportioned Contingency Fees (10.00%) =	\$9,400.00	\$0	\$0
Apportioned Engineering Fees (25.00%) =	\$25,800.00	\$0	\$0
<b>Total Apportioned Costs =</b>	<b>\$128,801.00</b>	<b>\$0</b>	<b>\$0</b>

Attached herewith, please find the itemized preliminary apportionment and project cost estimates for construction of the improvements as illustrated herein.

Our fees for this project would be based on providing preliminary engineering, design, bidding and construction engineering services, as well construction observation. Our tasks can be summarized as follows:

- Develop preliminary engineering evaluation of the most cost-effective method of construction.
- Collect field data of the existing street, sewer, water main, sidewalk, and adjacent topographic information necessary to prepare construction drawings.
- Prepare construction drawings and specifications.
- Prepare a final estimate of construction cost for the Owner's review.
- Prepare applications for necessary Oakland County Soil Erosion Control permit.
- Distribute plans for bidding, review bids, and make recommendation of award to the City.
- Provide field layout including street grade stakes and cut sheets.
- Provide construction engineering services including review of contractor pay estimate requests, change orders, interpreting the construction documents for the contractor, and keeping the City informed of the progress of the work.
- Provide materials testing services for quality control including compaction testing for road subbase and subgrade, utility bedding, bituminous density and extraction testing and reports, concrete curb and gutter compressive strength and mix design verification.
- Provide a field observer to observe the construction of the work and to report to the City on the progress of the work.



Fees for these services would be as follows:

<u>Item</u>	<u>Cost</u>
Preliminary Engineering	\$ 1,800.00
Topographic Survey	\$ 3,600.00
Design Services	\$ 8,200.00
Quality Control	\$ 1,600.00
Resident Representative	\$ 3,900.00
Construction Engineering	\$ 3,100.00
Construction Layout	\$ 3,600.00
Total	\$ 25,800.00

The cost for Resident Representation is based on an estimated 12 days for a construction observer to be on the site. We will include in the construction bid an item for "Field Observation Crew Days." This item will make the contractor subject to additional resident representative costs incurred due to delays caused by the contractor. The fees for as-built construction drawings are not included since the scope of this project is currently limited to roadway surface improvements.

Fees will be invoiced monthly and based on our contract with the city. The total fee for the design and construction engineering services as described herein is \$25,800 and will not exceed that amount without your prior authorization. In order to commence with the Preliminary Engineering, Topographic Survey and complete the Design Services it is recommended that the City authorize \$13,600.00 to commence with the design engineering as soon as practicable. This will allow for the design and bid letting to be performed now in this Fiscal Year (FY) 2012/2013, with construction to follow in FY 2013/2014, or as funding from the Community Development Block Grant and season conditions allow.

If this proposal is deemed acceptable to the City, please sign and return one copy to this office and retain one for your files. Thank you for the opportunity to serve the City on this project.

If you have any questions or require any additional information, please feel free to contact our office at (586) 569-5000.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Jesse B. VanDeCreek, P.E.  
Associate

TJK/  
pc: City of South Lyon, Bob Martin  
HRC; K. McCormack, T. Kniga, File

Accepted By:  
CITY OF SOUTH LYON

Signature: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

**WHIPPLE PARKING LOT REHABILITATION  
ENGINEER'S ESTIMATE  
HRC NO. 20090677**

This estimate includes a 3" overlay on the existing Whipple Parking Lot located on the north side of Whipple between Pontiac Trail and Warren. The existing asphalt pavement will be pulverized and shaped from edge to edge. Storm sewer improvements to improve drainage are also proposed.

<u>Item:</u>	<u>Quantity</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Total Cost</u>
1. Pulverize & Shape Existing Bit. Pvmnt.	3340	syd	@	\$ 2.70	= \$	9,018.00
2. Undercut with 1" x 3" Crushed Stone (as needed) <sup>1</sup>	270	ton	@	\$ 26.50	= \$	7,155.00
3. 4'x4' Woven Geotextile Fabric, used w/ Undercut where & if needed <sup>1</sup>	835	syd	@	\$ 3.20	= \$	2,672.00
4. 1.5" Bituminous, 1100T, Wearing	275	ton	@	\$ 70.00	= \$	19,250.00
5. 1.5" Bituminous, 1100L, Leveling	275	ton	@	\$ 70.00	= \$	19,250.00
6. 21AA Aggregate Base <sup>1</sup>	180	ton	@	\$ 32.00	= \$	5,760.00
7. Parking Blocks	57	ea	@	\$ 53.00	= \$	3,021.00
8. Pavt. Mrkg Sprayable Thermopl, 4 inch, Yellow	2000	ft	@	\$ 1.00	= \$	2,000.00
9. 12" Storm Sewer, RCP	260	ft	@	\$ 42.00	= \$	10,920.00
10. 4' Diameter Catch Basin	2	ea	@	\$ 1,600.00	= \$	3,200.00
11. 12" Storm Sewer Tap	1	ea	@	\$ 375.00	= \$	375.00
12. Restoration	1	L.S.	@	\$ 1,100.00	= \$	1,100.00
13. Soil Erosion Control	1	L.S.	@	\$ 1,100.00	= \$	1,100.00
14. Mobilization	1	L.S.	@	\$ 3,000.00	= \$	3,000.00
15. Maintaining Traffic	1	L.S.	@	\$ 1,100.00	= \$	1,100.00
16. Field Observation "Crew Days"	12	Days	@	\$ 390.00	= \$	4,680.00

Subtotal Construction Cost = \$ **93,601.00**

Estimated Contingencies (10%) = \$ **9,400.00**

Estimated Engineering/Administration Fee (25%) = \$ **25,800.00**

Subtotal Estimated Project Cost:<sup>2</sup> = \$ **128,801.00**

<sup>1</sup> Assumes the removal of 25% of the existing cross-section as necessary to make base improvements

<sup>2</sup> Note this estimate shall be considered preliminary. Final estimate of construction cost will be prepared upon completion of topographical survey and design engineering services. Estimate based on Sept. 2011 ENR CCI No. 9115.95.



WHIPPLE PARKING LOT

4"

Whipple St

924.4



# **AGENDA NOTE**

**New Business: Item #5**

**MEETING DATE:** August 13, 2012

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

**AGENDA TOPIC:** Patrol Vehicle Replacement

**EXPLANATION OF TOPIC:** Two Police Department patrol vehicles are in need of replacement. The requested vehicles, (2) are available under the State of Michigan Bid for a total cost of \$46,580.00, including options. The cost for the two vehicles is slightly less than the amount budgeted for vehicles in FY-2012-13.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** City of South Lyon Purchase Request; Memo from Lt. Sharpe; State of Michigan Bid Specifications – Gorno Ford

**POSSIBLE COURSES OF ACTION:** Approve/deny the purchase of two replacement vehicles.

**RECOMMENDATION:** Approve the purchase of two replacement vehicles.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the purchase of two Ford Police Interceptor vehicles under the State of Michigan Bid, from Gorno Ford, for a total cost of \$46,580.00.

08/13/12

# CITY OF SOUTH LYON

## PURCHASE REQUEST

NAME Chief Lloyd Collins

DEPARTMENT Police Department

PURCHASE 2013 Ford Police Interceptor, All Wheel Drive, (Two)

PRICE \$46,580.00

	<u>VENDOR NAME</u>	<u>PRICE</u>
1.	<u>Michigan State Bid Base Price</u>	<u>\$22,995.00</u>
2.	<u>Macomb County Bid Base Price</u>	<u>\$23,392.00</u>
3.	<u>Oakland County Bid Base Price</u>	<u>Not Offered</u>

### REASON TO PURCHASE:

Replacements are needed for two police department vehicles. Vehicle 243 is a 2004 Ford Explorer, with over 103,219 miles, that is no longer suitable for patrol emergency operations. Similarly, vehicle 271 is a 2007 Ford Crown Victoria, with over 90,491 miles, that is also in need of replacement. Requested options would add \$295.00 to the base price of each vehicle, bringing the total cost for both vehicles to \$46,580.00. The cost for two Ford Police Interceptors is slightly less than the amount budgeted for vehicles in FY-2012-13.

Chief Lloyd T. Collins

SIGNATURE

July 17, 2012

DATE



# SouthLyon

police department

MICHIGAN

[www.southlyonpolice.com](http://www.southlyonpolice.com)

219 Whipple St.  
South Lyon, Michigan 48178  
Ph: 248-437-1773  
Lloyd T. Collins  
Chief of Police

**Subject: Patrol Car Prices for FY 2012-2013**

**From Lt. Steven Sharpe**

A handwritten signature in black ink, appearing to read "Sharpe".

**To: Chief Lloyd T. Collins**

**Date: 7-14-12**

**2013 Ford Police Interceptor. All-Wheel Drive**

Michigan State Bid Base Price: \$22,995.00

Macomb County Bid Base Price: \$23,392.00

Oakland County Bid Base Price: NOT OFFERED

**Michigan State Bid Price with options = \$23,290.00**

EDDIE WILLIAMS

MICHIGAN CONTRACT HOLDER

GOVERNMENT SALES  
GORNO FORD  
WOODHAVEN, MI



PH 734-671-4893



CELL 313-319-3431



FAX 734-671-4375



e-mail eddiewilliams@gornoford.com

or

ewilliams5@vzw.~~blackberry~~.net

*blackberry*

LT. STEVE SHARP  
POLICE DEPT  
CITY OF SOUTH LYON  
PH 248-437-1773  
CELL  
FAX 248-437-0459

2013 FORD INTERCEPTOR

3.5/3.7L V6, 6 SPD AUTO TRANS, POWER WINDOWS, DOOR LOCKS, MIRRORS,  
& POWER DRIVER'S SEAT, SPEED CONTROL, AM/FM CD STEREO, TIRE  
PRESSURE MONITORING SYSTEM, ROLL STABILITY SYSTEM, CRASH  
TESTED TO 75 MPH, VINYL FLOORING

BASE SEDAN FWD	\$21,895.00
BASE SEDAN AWD	\$22,995.00
BASE, SUV FWD	\$23,845.00
BASE SUV AWD	\$24,845.00

OPTIONS

ECO BOOST FOR AWD SEDAN, APP	3,095.00
DRIVER SIDE SPOT	220.00

DUAL SPOTS	370.00
DRIVER'S SIDE, LED	465.00
DUAL SPOTS, LED	660.00
FLEET KEY	50.00
REAR FLOOR PLATE	35.00
COURTESY LIGHTS IN-OP	25.00
REAR DOOR HANDLES IN-OP	35.00
REAR WINDOWS IN-OP	35.00
REVERSE SENSING	275.00
RECONFIGURE STEERING WHEEL SWITCHES	155.00
NOISE SUPPRESSION (NOT NEEDED)	100.00
FORD REAR LIGHTING PKG	470.00
REAR CARGO LIGHT FOR UTILITY	50.00
PREP FRONT HEADLIGHT FOR LED/STROBES	125.00
GORNO LEDS FOR HEADLIGHT PREP PKG	350.00
FRONT HEADLIGHT LED/STROBE STYLE LIGHTING	915.00
SETINA PB 450 PUSH BUMPER W/SIDE AND FRONT LED LIGHTS	650.00
SYNC	300.00

**SPECIAL PKG. INCLUDES**

SYNC, REVERSE SENSING, BACK UP CAMERA, & HEATED BLIND SPOTS MIRRORS	1,305.00
DRIVER'S SIDE BALLIST DOOR PANEL	1,685.00
DRIVER/PASSANGER BALLIST DOOR PANELS	3,470.00
REMOTE START SYSTEM	350.00
HAVIS IDLE RIGHT 2 CONTROL SYSTEM, STARTING @	595.00
FORD READY FOR THE ROAD PKG	3,495.00
WHELAN LIBERTY ALL LED LIGHT BAR	1,695.00
CODE 3 TORAS ALL LED LIGHT BAR	1,395.00
SETINA PRISONER CAGE	649.00
SETINA REAR CAGE(SUV)	495.00
EQUIPMENT CONSOLE, STARTING FROM	395.00

**GORNO FORD BASIC LIGHTING PKG. INCLUDES 2,495.00**  
 CODE 3 42" ALL LED TORAS ;LIGHT BAR W/ALLEY & TAKEDOWN LIGHTS,  
 CODE 3 100 WATT SIREN SPEAKER, CODE 3 RLS FLAT PANEL LIGHTING,  
 SIREN, PA, MIC, ARROW STICK CONTROLLER, TAILLIGHT FLASHER,

**GORNO FORD'S READY FOR THE ROAD PKG. INCLUDES 4,995.00**  
 CODE 3 TORAS ALL LED LIGHT BAR, CODE 3 100 WATT SIREN SPEAKER,  
 CODE 3 RLS FLAT PANEL SIREN, P.A., LIGHTING, ARROW STICK, MIC,  
 CONTROLLER, SOUND OFF IN THE GRILL FLASHING  
 ED LIGHTS, SOUND OFF TAILLIGHT FLASHER, CODE 3 4 HEAD LED  
 RED/BLUE REAR WINDOW LIGHT, SETINA PRISONER CAGE, BASE CONSOLE,  
 W/ARMREST,

ABOVE SYSTEM AVAILABLE AS A SLICK TOP

OPTIONS FOR GORNO READY FOR THE ROAD

REAR PSIONER CAGE FOR UTILITY	495.00
SETINA DOUBLE WEAPONS MOUNT	495.00

FORD ESP POLICE BUMPER TO BUMPER PKGS, 0.00 DEDUCTABLE

	FWD	AWD
5 YR/48,000. MILES	1,490.00	1,545.00
5 YR/100,000 MILES		2,410.00
5 YR/125,000 MILES		2,880.00
7 YR/48,000 MILES	1,640.00	1,725.00
7 YR/75,000 MILES	2,145.00	2,320.00
7 YR/125,000 MILES	2,955.00	3,300.00

THIS IS JUST A SAMEPLE

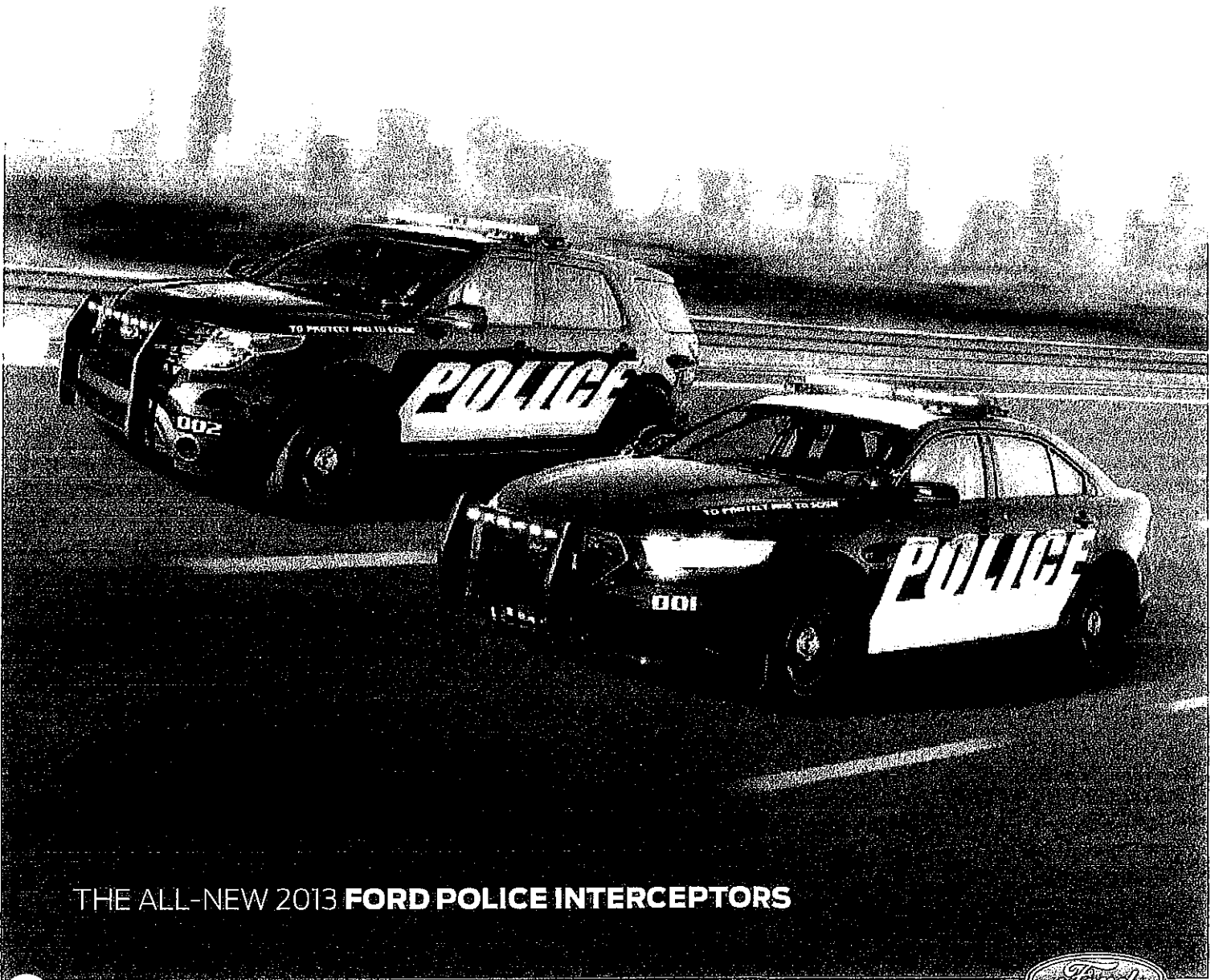
ANY QUESTIONS, CALL ME.

HOME OF THE MUSTANG POLICE CAR & F150 ECO-BOOST 4x4 CREW CAB  
SSV.

SINCERELY

EDDIE WILLIAMS  
GOVERNMENT SALES  
CELL 313-319-3431

# POLICE AND SPECIAL SERVICE VEHICLES



THE ALL-NEW 2013 **FORD POLICE INTERCEPTORS**



**FLEET**



# **AGENDA NOTE**

New Business: Item #6

**MEETING DATE:** August 13, 2012

**PERSON PLACING ITEM ON AGENDA:** Robert J. Martin, Department of Public Works

**AGENDA TOPIC:** Purchase of John Deere commercial 997 z-track zero turn mower.

**EXPLANATION OF TOPIC:**

It is time to replace our 2003 John Deere - 757 zero turn mower. This item has been budgeted for and our choice for replacement is a John Deere commercial 997 z-track zero turn mower with a diesel engine. The reason for the diesel engine upgrade for this mower will be longevity and reliability. The current piece of equipment has over 2,200 hours of service and is in need of constant repair. Both bids received are Michigan State contract pricing with a 23% discount.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Quotes from Weingartz and Bader and Sons.

**POSSIBLE COURSES OF ACTION:** Approve/deny the purchase of a John Deere commercial 997 z-track zero turn mower.

**RECOMMENDATION:** Approve the purchase of a zero turn mower from Bader and Sons for the price of \$14,042.49.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the purchase of a zero turn mower from Bader and Sons for the price of \$14,042.49 as presented.



# Selling Equipment

Quote Id: 6334825

Customer Name: SOUTH LYON CITY

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:

BADER & SONS CO.  
28342 PONTIAC TRAIL  
SOUTH LYON, MI 48178  
248-437-2091

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 60 In.							
Contract: 071B0200317_Agricultural, Grounds, and							
Roadside Equipment							
Price Effective Date: July 1, 2011						Selling Price *	
						\$ 14,042.49	
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
095ATC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 60 In. Side Discharge 7-Iron PRO Deck	1	\$ 17,545.00	23.00	\$ 4,035.35	\$ 13,509.65	\$ 13,509.65
DMB2102	Rear Bumper Kit 26	1	\$ 416.00	23.00	\$ 95.68	\$ 320.32	\$ 320.32
TCB10915	Suspension Seat Kit	1	\$ 276.00	23.00	\$ 63.48	\$ 212.52	\$ 212.52
Dealer Attachments Total			\$ 692.00		\$ 159.16	\$ 532.84	\$ 532.84
Suggested Price							\$ 14,042.49
Total Selling Price			\$ 18,237.00		\$ 4,194.51	\$ 14,042.49	\$ 14,042.49

## page 1 of 1

	Quote Date	july 19th, 2012
city of south lyon	Salesperson	karl aselage
atten; troy	Inquiry Date	july 19th, 2012
	Phone	248-893-5867

**39050 Grand River Ave, Farmington Hills, MI 48335 PH 248.471.3050 FAX 248.471.6948**

# **AGENDA NOTE**

**New Business: Item #7**

**MEETING DATE:** August 13, 2012

**PERSON PLACING ITEM ON AGENDA:** Manager

**AGENDA TOPIC:** Collective Bargaining

**EXPLANATION OF TOPIC:** I want to discuss the proposed changes to the I.O.U.E. (Clerk's Union) contract.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Copy of the red lined union contract and an executive summary.

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

**RECOMMENDATION:** N/A.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to come out of closed session.

# **AGENDA NOTE**

**New Business: Item #8**

**MEETING DATE:** August 13, 2012

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

**AGENDA TOPIC:** Approval of Union Contract – I.U.O.E. Local 324 (Clerical).

**EXPLANATION OF TOPIC:** After negotiating with the Union I believe that we have arrived at a fair agreement. The union members have voted and ratified the contract.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Copy of the proposed contract (red lined version) and a summary of the proposed changes.

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

**RECOMMENDATION:** Approve the agreement.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the agreement between I.U.O.E. Local 324 and the City of South Lyon as presented.

## David Murphy

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**From:** Doreen Hannon [dhannon@ssldl.info]  
**Sent:** Thursday, August 02, 2012 1:35 PM  
**To:** David Murphy  
**Cc:** Bob Martin; Bob Heyl; Brien Witkowski; Susan Bejin; Wayne Wallazy; Marcia Van Fossen; Paul Uherek; Ken Kneisel; David Trent  
**Subject:** a BIG thank you from the Salem-South Lyon District Library

David,

I cannot express appreciation enough for the wonderful bike trail extension to the library. What a tremendous gift to the community. It is getting used A LOT!

Also, thank you to the City of South Lyon Department of Public Works who have been meticulously maintaining the area on each side of the trail. I have seen them pick up the garbage, move Salem Twp. Trustee candidate signs, mow it, and then put all of the Salem Twp. Trustee signs back!!!!

I have seen them water the new grass, they put in a stop sign by the library driveway to alert bikers to NOT drift into the driveway into incoming traffic. Addition of the Stop sign was a request from the Salem-South Lyon District Library Board.

Wow--can't say enough about the fine example that is set. Class Act ALL the way.

Sincerely,

Doreen Hannon

--

Doreen S. Hannon <[dhannon@ssldl.info](mailto:dhannon@ssldl.info)>, Director  
Salem-South Lyon District Library <<http://www.ssldl.info/>>  
9800 Pontiac Trail  
South Lyon, MI 48178  
(248) 437-6431 x206 FAX:(248) 437-6593  
Be powerful. Use your library card.  
Facebook: <http://www.facebook.com/SSLDL>  
Support your Library! <http://ssldl.info/about/support-your-library/contact-your-legislators>

