City Council Meeting June 24, 2013 Agenda

7:30 p.m. Call to Order Pledge of Allegiance Roll Call Approval of Agenda Minutes – June 10, 2013 Public Comment: Police Promotions

I. Old Business

1. None

II. New Business

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- 1. Dedication of a Portion of the Rail Trail to Honor Jeff Potter
- 2. Agreement with the South Lyon School District for Tax Collection
- 3. Youth Assistance Agreement
- 4. Donation Acceptance
- 5. Vehicle Purchase
- 6. Resolution for Reimbursement from Oakland County West Nile Virus Fund
- 7. Single Audit Plante & Moran

III. Manager's Report

- IV. Council Comments
- V. Adjournment

CITY OF SOUTH LYON REGULAR CITY COUNCIL MEETING JUNE 10, 2013

Mayor Wallace called the meeting to order at 7:30 p.m. Mayor Wallace led those present in the Pledge of Allegiance

PRESENT:	Mayor Wallace
	Council Members: Kivell, Kopkowski, Kramer, Ryzyi, Wedell and Dixson
ALSO PRESENT:	City Manager Murphy, City Attorney Wilhelm, Chief Kennedy,
	Chief Collins Department Head Martin and Clerk/Treasurer Deaton

<u>MINUTES</u>

Councilmember Kopkowski stated the minutes should reflect that the money loaned to the Cultural Arts Committee is a loan, and was stated as such by City Manager Murphy. Councilman Ryzyi stated he would like the wording "some increases are unavoidable" removed, because he was not making that statement, but was reading that sentence from the budget notes. He further stated it is not his opinion, that some increases are unavoidable. Councilman Kivell stated he was the opposed vote, not Councilman Ryzyi. City Clerk Deaton stated she must add the vote for the Memorial Day parade and it was passed unanimously. Mayor Wallace stated that it isn't proper for the minutes to reflect who voted no, unless a roll call vote was held.

CM 6-1-13 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Kopkowski, supported by Kivell Motion to approve the minutes as amended

MOTION CARRIED UNANIMOUSLY

BILLS

VOTE:

Discussion was held regarding the monthly bills. Councilman Wedell asked regarding check #61119 for South Lyon Woods, City Manager Murphy stated that is the payoff for the lawsuit. Councilman Kivell stated the 142% of building permit revenue is a good sign.

1

CM 6-2-13 MOTION TO APPROVE THE MONTHLY BILLS AS PRESENTED

Motion by Kramer, supported by Kivell Motion to approve the monthly bills as presented.

VOTE:

MOTION CARRIED UNANIMOUSLY

<u>AGENDA</u>

Mayor Wallace stated he would like to add item #4 to accept a donation.

CM 6-3-13 MOTION TO APPROVE AGENDA

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

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

George Foeman of 869 Huntington stated he **met with** Mike Olando from the Parks and Recreation Commission at Volunteer Park and looked at the trails that remain and discussed future planned trails. He stated he is looking forward to the next meeting on June 12th, and meeting with other groups of people that are interested in the use of Volunteer Park and to discuss the need to maintain the natural areas of the park. On June 15th 8:00-2:00, he has organized a wild flower picture contest and everyone is welcome.

OLD BUSINESS- None

NEW BUSINESS

1. Blues, Brews and Brats

Chief Collins stated this request was received from the Chamber of Commerce for the Blues Brews and Brats on July 20th. He further stated he met with Kim from the Chamber, and Chief Kennedy in the preplanning stages, so there have been some small changes to improve operations. He further stated all the paperwork is in order and was turned in on a timely basis.

2

CM 6-4-13 MOTION TO APPROVE THE ROAD CLOSURE

Motion by Kramer, supported by Wedell

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Blues, Brews and Brats Event from July 20 until July 21, 2013 and the related road closures: Lafayette Street between Lake Street and Liberty Street; from 12:00 noon on July 20 until 1:00 a.m. on July 21, 2013; and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Budget Amendments

City Manager Murphy stated this is the last of the budget amendments for the 2012-2013 fiscal year.

Councilman Ryzyi questioned the increase in building permit fees by Novi Building Department. City Manager Murphy stated they collect 75% of the permit fee, and therefore when the permits increase, their costs go up as well.

CM 6-5-13 MOTION TO APPROVE BUDGET AMENDMENTS AS PRESENTED

Motion by Kivell, supported by Kramer Motion to approve the 2012-2013 budget amendments as presented.

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Turn-Out Gear

Chief Kennedy stated this is part of next year's budget. He stated this is the main gear the firefighters wear and it is their first and last line of defense. He further stated he put together a committee to research the turn-out gear. The committee is recommending the V-Force Gear by Lion Apparel, and it is not the top of the line or the bottom of the line equipment, but this is midway. Chief Kennedy stated they are a reliable and reputable company. He further stated he is requesting to waive the formal bid process. He further stated that it is hard to get a quote on

the same equipment from each company, because it is always their version of the same product from another company. Councilman Kivell stated it is wonderful that the committee evaluated as many different types of outfits that they did. He further stated he would have liked to see the comps from the other companies. Discussion was held regarding the need for 4-5 sets of turn-out gear each year due to employee turnover, or wear, or the need to retire each gear after 10 years. Chief Kennedy stated a discount was discussed with each of the vendors.

CM 6-6-13 MOTION TO WAIVE THE FORMAL BID PROCESS

Motion by Kopkowski, supported by Dixson Motion to waive the formal bid process for the purchase of five sets of Five sets of firefighting turnout gear, because only one vendor can supply this exact Equipment.

VOTE: MOTION CARRIED UNANIMOUSLY

CM 6-7-13 MOTION TO APPROVE THE PURCHASE OF TURNOUT GEAR

Motion by Kopkowski, supported by Dixson to approve the purchase of five sets of firefighting turnout gear from Apollo Fire Department Company for \$9,930.00

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Donation

Mayor Wallace stated we received a donation from Leann McCleary in honor of her father Arlin Stone. Mayor Wallace suggested we use the donation to extend the water line for the community gardens at the cemetery.

CM 6-8-13 MOTION TO ACCEPT DONATION

Motion by Kopkowski, supported by Kramer Motion to accept the \$100.00 donation in honor of Arlin Stone.

VOTE:

MOTION CARRIED UNANIMOUSLY

MANAGERS REPORT

City Manager Murphy asked Council if they would like to use the same manager's evaluation form as last year. He further stated he will get it to Council and if they would like we could put it on the next agenda. City Manager Murphy stated he received an email from Dave and Carrie Jones thanking our Fire Department for saving their lives. He further stated he received an email from Gwen thanking the Water Department for the re seeding and the watering of their yard after the DWRF project.

COUNCIL COMMENTS

Councilman Kramer stated he will be on vacation at the next meeting so he is hoping his absence will be excused, and he further stated he would like the Managers evaluation to be held at the meeting following that. Councilman Kramer stated the next Recreation center meeting will be held on June 17th and they will be reviewing the responses they received for the proposals from the architectural design that were sent out May 29th. They will narrow it down and do the interview process, then present it to the South Lyon Recreation Board.

Councilman Kivell asked the City Manager if he was able to get a timeline from Ken regarding when the new trails will be put in. City Manager Murphy stated no, but I will contact Ken and find out. Councilman Kivell stated he asked the City Clerk about adding the person's name that had the opposing vote in the minutes, and he was surprised he was told the City Attorney had directed her to do that. He further stated that is something the Council should have something to say about it. He further stated he feels the minutes have been getting less and less descriptive and with that being the official record to what occurs in the meetings. He further stated it is appropriate that it be as close a reflection to what took place and to paraphrase as much as possible to who said what, it is very important that take place. He further stated that he has no opposition to the fact that there was a name placed with the opposing vote, but it was forced upon them, not decided upon by Council. Attorney Wilhelm stated he doesn't recall that suggestion, but he has talked with the Clerk since taking over that job, he may have suggested that it should show the number who were opposed. He further stated there is nothing that says we have to specify who voted no unless it's a roll call vote. Councilman Kivell stated there were a number of things that had taken place at our last meeting that were not reflected in the minutes. He further stated he would like it to be as close to a reflection as we can make it.

Councilmember Kopkowski stated she would like the Police to start monitoring the gardens again.

Chief Collins stated they will be monitoring the cemetery and the parks more now that school is out.

Councilman Ryzyi stated he would like the Managers evaluation to be held in open session. Mayor Wallace stated he received a request to have a porta john in the Cemetery. Discussion was held regarding the number of people that visit our Cemetery and the location for a porta john. He further stated he would like to remind everyone Father's day is coming, and he hopes everyone will appreciate their father.

ADJOURNMENT

CM 6-9-13 MOTION TO ADJOURN MEEETING

Motion by Kivell, supported by Kramer Motion to adjourn the meeting at 8:14 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd Wallace Mayor

Lisa Deaton Clerk/Treasurer



MEETING DATE: June 24, 2013

PERSON PLACING ITEM ON AGENDA: Mayor Wallace and City Council

AGENDA TOPIC: Dedication of a Portion of the Rail Trail in Honor of Jeffery Potter

EXPLANATION OF TOPIC: Former Mayor, Jeffery Potter, was instrumental in the development of the rail trail that runs through the City. Therefore, Mayor Wallace and the City Council would like to dedicate the portion of the rail trail that runs between Pontiac Trail and Dixboro Road in honor of Jeffery Potter.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of the proclamation.

POSSIBLE COURSES OF ACTION: N/A

RECOMMENDATION: Make Proclamation

SUGGESTED MOTION: Motion by ______, supported by to dedicate the portion of the rail trail that runs between Pontiac Trail and Dixboro Road in honor of Jeffery Potter.

WHEREAS, the quality of life enjoyed by the citizens of a community can often be attributed to the vision of its elected and appointed officials; and

WHEREAS, Jeffrey Potter exemplified the role of a visionary elected leader dedicated to improving the quality of life in the City of South Lyon by promoting unique recreational opportunities, advocating for shared services with neighboring communities and demonstrating leadership by example; and

WHEREAS, Jeffrey Potter began his leadership role while being elected to the South Lyon City Council in 1987 and then Mayor from 1989 through 2002; and

WHEREAS, Jeffrey Potter promoted the original linear park in Oakland County known as the South Lyon Rail Trail which was later connected to by the Huron Valley Trail system; and

WHEREAS, Jeffrey Potter promoted connecting pedestrian/bike trails through new developments to interlink the entire city; and

WHEREAS, Jeffrey Potter worked to bring about the construction of the first shared school/municipal administration building in Michigan; and

WHEREAS, Jeffrey Potter worked to bring about the Salem-South Lyon District Library; and

NOW THEREFORE BE IT RESOLVED that I Tedd Wallace, Mayor of the City of South Lyon along with the South Lyon City Council and on behalf of the entire community express appreciation for his service to our community, and do hereby dedicate the portion of the rail trail from Pontiac Trail to Dixboro Road in honor of Mr. Jeffery Potter.

Tedd Wallace, Mayor	
Beverly Dixon, Councilmember	Glenn Kivell, Councilmember
Erin Kopkowski, Councilmember	Michael Kramer, Councilmember
Joseph Ryzyi, Councilmember	Harvey Wedell, Councilmember



New Business: Item #2

MEETING DATE: June 24, 2013

PERSON PLACING ITEM ON AGENDA: City Clerk/Treasurer

AGENDA TOPIC: Agreement for Tax Collection for the South Lyon Schools

EXPLANATION OF TOPIC: As with prior years, the South Lyon Board of Education is requesting that the City of South Lyon collect the district's property taxes for the 2013 tax season. In exchange for us collecting those taxes, the Schools agree that any interest generated shall be retained by the City. The City distributes their share on the 1st and 15th of each month.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed agreement between the City of South Lyon and the South Lyon Community Schools for collection of the 2013 taxes and request by the South Lyon Community School Board.

POSSIBLE COURSES OF ACTION: Approve/do approve the agreement between the City of South Lyon and the South Lyon Community Schools

RECOMMENDATION: Approve the agreement between the City of South Lyon and the South Lyon Community Schools

SUGGESTED MOTION: Motion by ______, supported by _______, to approve the Agreement between the City of South Lyon and the South Lyon Community Schools for the 2013 tax season as presented

SOUTH LYON COMMUNITY SCHOOLS Board of Education Resolution 2013 SUMMER TAX COLLECTION

South Lyon Community Schools, Oakland, Washtenaw and Livingston Counties, Michigan.

A regular meeting of the Board of Education of said district was held in the South Lyon City and School Administration Building on the 3rd day of December 2012, at 7:15 o'clock, p.m.

The meeting was called to order by Cindy Orendach, President.

Present:	Members	Don Beagle, Steve Brummer, Greg Downey, Justin Gusick, Amy McCusker, Cindy Orendach, David Taulbee
Absent:	Members	None

The following preamble and resolution were offered by Member David Taulbee and supported by Member Steve Brummer.

WHEREAS, the Board of Education by resolution of December 5, 1994, determined to impose a summer property tax levy of all (100%) of school property taxes, including debt service upon property located within the school district, beginning with 1995 and continuing from year to year until specifically revoked by this Board of Education.

NOW, THEREFORE BE IT RESOLVED THAT:

1, *

1. This Board of Education, pursuant to 1982 PA 333, hereby invokes for the 2013-2014 fiscal year its previously adopted ongoing resolution imposing a summer property tax levy of 100% of school property taxes, including debt service, upon property located within the school district, beginning with 1995 and continuing from year to year until specifically revoked by this Board of Education and requests each city and township in which this district is located to collect those taxes.

2. The Superintendent or his designee is authorized and directed to forward to the governing body of each city and township in which this district is located a copy of the Board's resolution imposing a 100% summer property tax levy on an ongoing basis, and a copy of this resolution requesting that each such city and township agree to collect the 100% summer tax levy of 2013. Such forwarding of the resolutions and the requests to collect the 100% summer tax levy shall be sent so that they are received by the appropriate governing bodies before January 1, 2013.

3. Pursuant to and in accordance with Section 1613(1) of the School Code, the Superintendent or his designee is authorized and directed to negotiate on behalf of this district with the governing body of each city and township in which the district is located for the reasonable expenses for collection of the district's summer property tax levy that the city and township may bill under MCLA 280.1611 or MCLA 280.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: Taulbee, McCusker, Downey, Beagle, Gusick, Brummer, Orendach

Nays: None

7

Motion Passed: 7-0.

David F. Taulbee, Secretary Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of South Lyon Community Schools, Oakland, Washtenaw and Livingston Counties, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on December 3, 2012, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Julles

David F. Taulbee, Secretary Board of Education

AGREEMENT FOR TAX COLLECTION

This Agreement is made this <u>15</u> day of <u>500</u>, 2013 by and between the City of South Lyon and the South Lyon Community Schools.

WHEREAS, Section 43 of the General Property Tax Law of the State of Michigan provides for the establishment by agreement of an alternate schedule for delivery of tax collections; and

WHEREAS, it is the desire of the parties to minimize the expense and record keeping with regard to delivery of the tax collection.

NOW, THEREFORE, in consideration of the mutual understanding herein contained, it is agreed as follows:

- Delivery of tax collections for the year 2013 shall continue in accordance with Section 43 Schedule, and interest thereon generated in the hands of the City Treasurer shall be retained by the City.
- Deliver of tax collections shall occur as required by State Law, and the regulations of the Department of Treasury, and interest generated thereon while in the hands of the City Treasurer shall be retained by the City.
- That in consideration of the City retaining interest earned on tax collections received by it, the City shall not require payment for the South Lyon Community Schools.
- That the parties agree that this agreement shall remain in full force and effect unless terminated by either party upon six (6) months written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement on <u>/ァ</u>, <u>June</u> 2013

City of South Lyon

South Lyon Community Schools

M

James Graham Asst. Supt. For Business and Finance

Lisa Deaton City Clerk/Treasurer

AGENDA NOTE

New Business: Item #3

MEETING DATE: June 24, 2013

PERSON PLACING ITEM ON AGENDA: City Clerk/Treasurer

AGENDA TOPIC: Proposed Contract with South Lyon Area Youth Assistance

EXPLANATION OF TOPIC: We have been presented with the annual contract for support of services for the South Lyon Area Youth Assistance for the prevention of juvenile delinquency and neglect. They are requesting a contribution for fiscal year 2013-2014 of \$13,000. It should be noted that this request has been the same since 2001. This amount has been budgeted in the 2013-2014 fiscal year budget.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed contract between the City of South Lyon and South Lyon Area Youth Assistance for fiscal year 2013-2014.

POSSIBLE COURSES OF ACTION: Approve/do not approve the proposed contract.

RECOMMENDATION: Approve the proposed contract between the City of South Lyon and South Lyon Area Youth Assistance for fiscal year 2013-2014.

SUGGESTED MOTION: Motion by ______, supported by to approve the proposed contract between the City of South Lyon and South Lyon Area Youth Assistance for fiscal year 2013-2014 with a contribution of \$13,000.



South Lyon Area Youth Assistance

"Strengthening Youth and Families"

•1000 N. Lafayette • South Lyon, MI 48178 • 248-573-8189

March 25, 2013

Ms. Lisa Deaton Assistant Treasurer City of South Lyon 335 S. Warren South Lyon, MI 48178

Dear Ms. Deaton:

On behalf of South Lyon Area Youth Assistance, we would like to express our gratitude and appreciation for the City of South Lyon's financial support.

With appreciation for your past support, we now present to you the request for sponsorship funding for the July 1, 2013 – June 30, 2014 fiscal year and an invoice. Please forward the attached invoice and contract to the appropriate department.

Again, we thank you for your support and consideration in helping us meet the growing need of our community.

Sincerely,

Radha Vichare Kshirsagar Chairperson South Lyon Area Youth Assistance

Enc: Invoice

RK/blc

AGREEMENT

SOUTH LYON AREA YOUTH ASSISTANCE PROGRAM

AND

THE CITY OF SOUTH LYON

Agreement to appropriate funds for the support of services for the prevention of juvenile delinquency and neglect

THIS AGREEMENT, made this <u>first</u> day of <u>July</u>, 2013, by and between the City of South Lyon, a Michigan municipal corporation of the County of Oakland, State of Michigan, whose address is 335 South Warren Street, South Lyon, Michigan 48178, hereinafter referred to as City, and the South Lyon Area Youth Assistance Program, whose address is 1000 North Lafayette, South Lyon, Michigan 48178, mutually agree as follows:

WHEREAS, the City has determined there is need for certain services to residents, specifically related to the prevention of juvenile delinquency and neglect within the community, and

WHEREAS, the City has determined that it is impractical at this time to render such services directly utilizing City Personnel and facilities, and

WHEREAS, the City has statutory authority under MCLA 123.461 to operate centers aimed at curbing juvenile delinquency within the community, and

WHEREAS, it is within the public welfare to provide other programs aimed at curbing juvenile delinquency and providing youth involvement, education, and recreation within the City, and

WHEREAS, the Juvenile Court has statutory authority under MCLA 712.2(e) to assist in or establish programs aimed at the prevention of juvenile delinquency and neglect, and

WHEREAS, the South Lyon Area Youth Assistance Program is such a program, established by the Juvenile Court for the County of Oakland, in cooperation with the City of South Lyon, the Township of Lyon, and the South Lyon Community Schools, and

WHEREAS, the South Lyon Area Youth Assistance Program is willing to furnish such services to the City and the City is willing to appropriate funds for the support of such services;

NOW, THEREFORE, the parties hereby agree as follows:

1. The South Lyon Area Youth Assistance Program agrees to furnish and the City agrees to appropriate funds for the support of counseling services for the prevention of juvenile delinquency and neglect within the City, and for youth involvement, education, and recreation programs.

2. This agreement shall become effective on July 1, 2013 and shall terminate on June 30, 2014. The terms of this agreement shall be automatically renewed each year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this agreement.

3. The City shall provide the South Lyon Area Youth Assistance Program with the sum of Thirteen Thousand Dollars (\$13,000.00) during the 2013-2014 Fiscal Year to be used for the provisions of these services.

4. The South Lyon Area Youth Assistance Program and/or The City of South Lyon reserves the right to terminate this agreement, upon sixty (60) days written notice, if and when the South Lyon Area Youth Assistance Program ceases to exist.

WITNESSED BY: Jusia pencer SOUTH LYON AREA YOUTH ASSISTANCE

CITY OF SOUTH LYON

Radha Vichare Kshirsagar, Chairperson

David M. Murphy, City Manager

Lisa Deaton, Assistance Clerk/Treasurer



SOUTH LYON AREA YOUTH ASSISTANCE

HLYON SPISIAHOA HINDA 1000 North Lafayette Street South Lyon, MI 48178 Phone: 248-573-8189 Fax: 248-573-8192

South Lyon Area Strengthening Families Through Community Involvement

Invoice

March 25, 2013

Bill To:

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

Date	Description	Amount		Total
7/01/2013	Contract for Services	13,000.00		13,000.00
to				
6/30/2014				
			Balance	13,000.00



MEETING DATE: June 24, 2013

PERSON PLACING ITEM ON AGENDA: Mayor Wallace

AGENDA TOPIC: Donation Acceptance

EXPLANATION OF TOPIC: The Lyon Area Lions Club would like to donate \$25,000 towards the recreation center if it is approved by the voters in 2014. If the voters do not approve the millage for the recreation center, the Lions Club would like the money to be used for a capital improvement in Volunteer Park.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of a letter explaining the donation from the Lyon Area Lions Treasurer, Tedd Wallace.

POSSIBLE COURSES OF ACTION: Accept/do not accept donation.

RECOMMENDATION: Accept Donation

SUGGESTED MOTION: Motion by ______, supported by to accept the \$25,000 donation from the Lyon Area Lions Club and to thank them for their generosity.



CITY OF SOUTH LYON

Mayor Tedd M: Wallace

Council

Beverly Dixson Glenn Kivell Erin Kopkowski Michael Kramer Joseph Ryzyi Harvey Wedell

City Manager David M. Murphy

City Clerk/Treasurer Lisa Deaton

335 S. Warren South Lyon, Michigan 48178

248-437-1735 Fax 248-486-0049 To The City of South Lyon:

The Lyon Area Lions wishes to donate \$25,000. We request that this money be used toward the Area Recreation Center, if voter approved in November 2014.

Our second choice us for Capital improvement to volunteer park.

Thank you,

Ill Wallac

Treasurer, Lyon area Lions

AGENDA NOTE

New Business: Item #5

MEETING DATE: June 24, 2013

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Vehicle Purchase

EXPLANATION OF TOPIC: The Police Department is requesting authorization to order two replacement Ford Police Inteceptor vehicles. Estimated delivery time is eight to ten weeks from the date of order. Funding for both vehicles is included in the Police Department budget for fiscal year 2013–2014.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Purchase request, Bid Sheets

POSSIBLE COURSES OF ACTION: Approve/do not approve the vehicle purchase.

RECOMMENDATION: Approve the requested vehicle purchase under the State of Michigan bid.

SUGGESTED MOTION: Motion by _____, supported by to approve the purchase of two 2014 Ford Police Interceptor vehicles from Gorno Ford, under the State of Michigan bid, at a cost of \$47,099.00.

CITY OF SOUTH LYON PURCHASE REQUEST

NAME Chief Lloyd T, Collins	
DEPARTMENT Police Department	
PURCHASE Ford Police Interceptor Vehicles (2)	
PRICE \$47.099.00 total	
VENDOR NAME	PRICE
1. Gorno Ford	\$47,099.00
2. Signature Ford	\$47,454.00
3. <u>Hines Park Ford</u>	\$51,220.00

REASON TO PURCHASE:

The requested vehicles are replacements for a 2004 Dodge with numerous mechanical problems and a 2008 Ford Police Interceptor that has had engine problems resulting in significant repair expenditures. Funds have been allocated in the Police Department budget for fiscal year 2013-2014 to cover the cost of the proposed purchase.

Chief Signature

06/18/13 DATE

2014 Ford Police interceptor AWD

Michigan State Bld - Gorno Ford

	Marked	Unmarked	Sub-Total
Base Price	\$22,995.00	\$22,995.00	\$45,990.00
Options	390.00	719.00	1,109.00
Options	550,000		Total \$47,099.00

Macomb County Bld - Signature Ford

Base Price	\$23,392.00	\$23,392.00	\$	46,784.00
Options	260.00	410.00		670.00
Options			Total 💲	\$47,454.00

Local Quote - Hines Park Ford

Base Price	\$25,480.00	\$25,480.00	\$50,960.00
Daserrive		Taba	\$51,220.00
Options	260.00	10ta	J 301,220.00

Michigan State Bid - 2 page

MICHIGAN CONTRACT HOLDER EDDIE WILLIAMS GOVERNMENT SALES **GORNO FORD** WOODHAVEN, MI PH 734-671-4893 FAX 734-671-4375 CELL 313-319-3431 < e-mail eddiewilliams@gornoford.com ewilliams5@vzw.blackberry.net REVISED 5/24/2013 2nd REVISION 6/09/13 or SGT SOVIK POLICE DEPT CITY OF SOUTH LYON PH 248-437-1773 FAX 248-437-0459 2014 FORD INTERCEPTOR AWD UNIT" 3.5/3.7L V6, 6 SPD AUTO TRANS, POWER WINDOWS, DOOR LOCKS, MIRRORS, & POWER DRIVER'S SEAT, SPEED CONTROL, AM/FM CD STBREO, TIRE PRESSURE MONTITORING SYSTEM, ROLL STABILITY SYSTEM, CRASH TESTED TO 75 MPH, VINYL FLOORING \$22,995.00 BASE SEDAN AWD **CHANGES** 120.00(REQUIRED FOR 2014) 3.7L V6 FOR SEDAN RETAIL/ADMINITRATION_PKG_INCLUDES 599.00 CARPET W/FLOOR MATS CLOTH TRIM, FRT & REAR FACTORY STYLE CONSOLE W/COLUMN SHIFT WHEEL COVERS INTERCEPTOR BADGES-DELETED KEYLESS/REMOTE START 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

MALOMB County Bid - Z pages

Macomb County Bid Price (Bid #12-07, MY2013) in the State of Michigan **2014 Sedan Police Interceptor Major Standard Equipment**

- MECHANICAL Alternator 220 Amp Auxiliary Transmission Oil Cooler
- Battery H.D. maintenance-free 78A/750 CCA
- · Brakes 4-Wheel Heavy-Duly Disc w/H.D. Front and Rear Calipers
- Column Shifter vinyl molded black shift knob
- Drivetrain -- All-Wheel-Drive
- Dual Exhaust Quasi
- Electric Power-Assist Steering (EPAS) Heavy-Duty
- Engine 3.7L V6 TI-VCT AWD FFV1 (Note: FFV is
- not available on the EcoBoost® engine)
- Engine Hour Meter
- · Engine Oil Cooler Fuel Tank – 19.0 gallons
- Independent Front Suspension with Front and Rear
- Stabilizer Bar
- Transmission 6-Speed Transmission

EXTERIOR

- Decklid Cylinder Lock
- Door Handles Painted Black
- Front Door-Lock Cylinders (Front Driver/Passenger)
- Glass Solar-Tinted
- · Gritte Black
- · Headlights Projector Halogen
- Lower grille
- Mirrors Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors

(integrated blind spot mirrors not included when equipped with BLIS®)

- Nameplate Badging -- "Police Interceptor" and "Road Leaf' FFV Badging
- Roof Mount Antenna
- Tail Lamps Halogen with Halogen Decklid Lamps
- Tires
- Hub Cover
- Full Size Spare Tire P245/55R18 A/S BSW
- Full size 18" Spare w/TPMS
- Underbody Deflector

INTERIOR / COMFORT

- Climate Control Single Zone Manual
- Console Mounting Plate Black e-Coat
- · Door-Locks
- --- Power
- --- Rear-Door Handles and Locks Operable
- Floor Heavy-Duty Thermoplastic Elastomer
- Glove Box Locking/non-Illuminated
- Grab Handles (1 Front-passenger side)
- Lighting
- --- Overhead Console with 1st row task lights (driver /

Police Interceptor Sedan Base Prices

] Sedan All Wheel Drive (3.7L V6 FFV, 305 HP) P2M/500A

Sedan Front Wheel Drive (3.5L V6 FFV 288 HP) P2L/500A

- passenger) with sunglass holder
- Dome Lamp 1st row (red/white)
- Pedals Power-adjustable

- INTERIOR / COMFORT (continued)
- Powerpoints 2 located in I/P lower close-out
 Scuff Plates Front & Rear 1 FFV is not available in
- Green States, please refer to Emissions page
- Seals
- 1st Row Heavy-Duty Cloth Bucket
- 6-way power driver (man rcln, man lumbar) with 2-
- way manual passenger (man rcin, no lumbar)
- Built-In steel intrusion plates in both front-seatbacks 2nd row Vinyl Bench
- 2nd row door-panels simplified, no pockets or door speakers, easy clean surface
- · Speed (Cruise) Control
- Speedometer Calibrated
- Steering wheel Manual/Till/Telescoping, Urethane
- Wrapped with Speed Controls / Audio Controls
- Sun visors Non-Illuminated Driver/Passenger
- Trunk -- Flat Load Floor
- Trunk Release Button center of I/P. (Battery

powered. Release button operational at all times, including ignition switch in "OFF" position) • Universal equipment tray atop instrument panel (ideal

- for radar and other police equipment)
- Windows Power, 1-touch Up/Down Driver-Side
- Window disable lock, 2nd Row
- Power Rear-windows Driver Switch Only
- SAFETY & SECURITY
- AdvanceTrac® w/ESC® (Electronic Stability Control™) w/Hydraulic Brake Assist
- Airbags
- Front Airbags
- Side-Impact Airbags
- Safety Canopy® with rollover sensor Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver/Passenger)
- · LATCH (Lower Anchors and Tethers for Children)
- system on rear outboard seat locations
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- 3Yr/36,000 Miles Bumper to Bumper Warranty
- 5Yr/100,000 Miles Powertrain Warranty

FUNCTIONAL

- Easy Fuel® Capless Fuel-Filler
- · Front door tether straps (Driver/Passenger)
- MyFord®
- --- ÁM/FM / CD / MP3 Capable / Clock / 4 speakers
- 4.2" Color LCD Screen Center Stack "Smart Display"

\$23,392.00

\$22,392.00

l

- 5 way Steering Wheel Switches, Redundant

· Simple Fleet Key (w/o microchip, easy to replace)

Controls

] Sedan All Wheel Drive (3.6L V6 GTDI EcoBoost, 365 HP, 148 MPH, 99T/44C) P2M/500A \$26,137.00

Power pigtail harness

Two-way radio pre-wire

· Wipers - Intermittent Fixed Interval

Payment Terms: Net 10 days VEHICLE BRAND AND MODEL: Ford Sedan Police Interceptor

BID PRICE EXPIRES: TBD.

Subject to change without notice by Ford Motor Company ** New this year Interior Trim Color Charcoal Black

VEHICLE COLOR: Order Code

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		- RW -
Arizona Belge Clearcoat Metallic	[AQ]	[]
Medium Brown Metallic	[BU]	
Dark Toreador Red Clearcoat Metallic	[JL]	[]
Dark Blue	[LK]	[]
Norsea Blue Clearcoat Metallic	(KR)	[]
Royal Blue	[LM]	[]
Light Blue Metallic	[LN]	[]
Light Ice Blue Clearcoat Metallic	[LS]	[]
Ultra Blue Clearcoat Metallic	[MM]	[]
Smokestone Clearcoat Metallic	(HG)	[]
Light Gray	[TM]	[]
Silver Grey Metallic	[TN]	[]
Ingot Siver Clearcoat Metallic	[UX]	[]
Black Clearcoat	[UA]	[]
Oxford White Clearcoat	[YZ]	[]
Kodlak Brown Metallic	[J1]	[]
Deep Impact Blue	[J4]	[]
Sterling Grey Metallic	[UJ]	[]
Medium Titanium Clearcoat Metallic	(YG)	[]
Fire Engine Bright Red (Extra Cost Paint \$700)	[11R13]	[]

INTERCEPTOR OPTIONAL FEATURES:

IERCEPTOR OPTIONALTER OREO.	<u> </u>	601	
Functional	Code	\$Cost	
EcoBoost Speed Limited Calibration (131 mph Top Speed, EcoBoost Only)	12T	N/C	
Flooring/Seats			
[] 1 st row carpet floor covering and 2 nd row viny! floor covering	171	125.00	
1 2nd Row Cloth Seats	CW/88C	60.00	
[] Rear Console Plate (Not available with Interior Upgrade Pkg - 65U)	97D	35.00	v
[] Interior Upgrade Package	12P	350.00	ж
Cloth Rear Seats			
Floor mats, front and rear			
 1st Row Carpet and 2nd Row Carpet Floor Covering 			
 Full floor console with unique police finish panels 			
Rear Grab Handles w/Coat Hook (055) (055) (055)			
Note: Not available with the following Option Packages: (854), (855), (856)			
Lamps	400	20.00	
[] Dark Car Feature – Courtesy lamp disable when any door is opened	13C	45.00	
[] Daytime Running Lamps	942		
[] LED Side Fender Vent Lights	96E	220.00	
[] Pre-wiring for grille lamp, siren, and speaker	51G	50.00	
Spot Lamp – Driver Only (Incandescent Bulbs)	21D	210.00	
[] Spot Lamp - Driver Only (LED Bulbs)	21L	340.00	
Spot Lamp – Dual (driver and passenger) (Incandescent Bulbs)	21P	385.00	
 Spot Lamp – Dual (driver and passenger) (LED Bulbs) 	21 B	605.00	
] Trunk Storage Vault (Includes lockable door)	19T	120.00	
Wheels			- •
[] Wheel Covers (18" Full Face Wheel Cover)	64L	60.00	×
Misc			
[] Engine Block Heater	41H	35.00	
[] License Plate Bracket – Front	153	N/C	
[] Badge Delete (Police Interceptor Badge Only)	19D	N/C	
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	96P	275.00	
	59E	50.00	
[] Scuff Guards			

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and the second state of th	2014 TAURUS	Page: 1 of 1
Order No: 0999 Pric C. Code: 500A Cust/FI		Order Type: 58 Price Level: 415 PO Number:
	RETAIL	RETAIL
P2M (AWD)INTERCEPTOR	\$28605	
J4 DEEP BLUE		
C CLOTH/CLOTH	60	
W BLACK	1	
OOA EQUIP GRP .FLEX FUEL	HINES	PARK FORD
99K .3.7L TIVCT V6	NC	
44J .6-SPD AUTO TRAN		
SP FLT ACCT CR		
FUEL CHARGE	1	<u>/</u>
DEST AND DELIV	1795 , 0	
OTAL BASE AND OPTIONS)
OTAL BAGE AND OUTONS	29460	
THIS IS NOT AN INVOIC		
TUTO TO NOT AN INVOIC		
F1=Help	F2=Return to Order	F3/F12=Veh Ord Menu
F'-Submit	F5=Add to Library	
DUD - PRESS F4 TO SUB	MIT	QC01425

13 Pages

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May 16, 2013 11:05:42 AM

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South Lyon Police Department

Attn. Sgt Sovic

Sgt. We are pleased to submit the following specifications and prices for your approval.

As requested we have done the quotes (2 WAYS) (1) All Wheel Drive & (1) Front Wheel Drive.

Please note that the vehicles quoted are both 2014s.

There are many options for these vehicles, I will send them and you can decide if you want any or not.

The price quoted are plus tax (if applicable) and are for a very basic police interceptor sedans.

We will add options and the prices as you see fit. Please feel free to call me with any questions or concerns.

Steve Coates

Hines Park Ford, Inc. 248-437-6700x 454 248-431-4346 cell

AGENDA NOTE

New Business: Item #6

MEETING DATE: June 24, 2013

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

AGENDA TOPIC: Resolution authorizing the request for reimbursement from Oakland County West Nile Virus Fund

EXPLANATION OF TOPIC: Oakland County approved our West Nile Program on May 13, 2013. We provide insect repellant for residents and apply mosquito larviciding to catch basins.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter to Oakland County regarding the City's program, letter of approval from Oakland County, quotes for insect repellant and briquettes and a letter for reimbursement request.

POSSIBLE COURSES OF ACTION: Approve Resolution/do not approve Resolution.

RECOMMENDATION: Approve Resolution

SUGGESTED MOTION: Motion by _____, supported by _____, to approve the Resolution for reimbursement from the Oakland County West Nile Virus Fund in the amount of \$1,619.04.



Mayor

CITY OF SOUTH LYON

June 26, 2013

Tedd M. Wallace	
Council Beverly Dixson Glenn Kivell Erin Kopkowski Michael Kramer Joseph Ryzyi Harvey Wedell	Ms. Julie Smith 1200 N. Telegraph 34E Pontiac, MI 48341-0432 RE: West Nile Virus Fund Reimbursement Request Dear Ms. Smith:
City Manager David M. Murphy	Pursuant to the Oakland County Board of Commissioners, the City of South Lyon hereby requests reimbursement under Oakland County's West Nile Virus Fund Program for expenses incurred in connection with an eligible mosquito control activity by our City.
City Clerk/Treasurer Lisa Deaton	Enclosed is the Governing Body resolution supporting 2013 authorization for expenditure and to apply for reimbursement. Documentation of the actual cost borne by the City and a list of inventory will be submitted prior to September 13, 2013. The City of South Lyon understands that the review and processing of this
	reimbursement request will be governed by the Health Division and certifies that all expenses submitted for reimbursement has been incurred in connection with the approval letter dated May 13, 2013 from the Oakland County Health Division for our 2013 Mosquito Smarts Program.
	Sincerely,
	David Murphy City Manager
335 S. Warren	DM/maj
South Lyon, Michigan 48178	Enclosures
248-437-1735 Fax 248-486-0049	



Mayor Tedd M: Wallace

Council

Beverly Dixson Glenn Kivell Erin Kopkowski Michael Kramer Joseph Ryzyi Harvey Wedell

City Manager David M. Murphy

City Clerk/Treasurer Lisa Deaton

335 S. Warren South Lyon, Michigan 48178

248-437-1735 Fax 248-486-0049

CITY OF SOUTH LYON

OAKLAND COUNTY WEST NILE VIRUS FUND PROGRAM REOUEST FOR REIMBURSEMENT

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focused adult mosquito insecticide spraying in designated community green areas: and

WHEREAS, the City of South Lyon, Oakland County, Michigan supports and authorizes the 2013 expenditure and application submittal for reimbursement of expenses in connection with mosquito control activities eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW, THEREFORE BE IT RESOLVED, that this City Council authorizes and directs its City Manager, as agent for the City of South Lyon, in the manner and to the extent provided under Oakland County Board of Commissioners, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

VOTE:

MOTION CARRIED UNANIMOUSLY

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of June 24, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton City Clerk/Treasurer



L. BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

Kathleen Forzley, RS, MPA, Manager HEALTH DIVISION

oakgov.com/health

May 13, 2013

Timothy J. Soave, Manager Oakland County Fiscal Services Division Executive Office Building 2100 Pontiac Lake Road Waterford, MI 48328

RE: West Nile Virus Reimbursement Program

Dear Mr. Soave:

I am in receipt of a West Nile Virus fund reimbursement request from the City of South Lyon. After reviewing their documentation, I find them in partial compliance (pending resolution and invoices) with Oakland County's 2013 West Nile Virus Reimbursement Program and in compliance with at least one of the three major categories for reimbursement. Therefore, this letter will certify that all expenses submitted for reimbursement are for qualifying mosquito control projects. Should you have any questions, please contact me at 858-1410.

Sincerely,

OAKLAND COUNTY HEALTH DIVISION Department of Health and Human Services

Kathleen Forzley, R.S., M.P.A. Manager/Health Officer

KF/js

cc: David Murphy, City Manager, City of South Lyon Bob Martin, Superintendent, City of South Lyon

> NORTH OAKLAND HEALTH CENTER 1200 NORTH TELEGRAPH ROAD PONTIAC MICHIGAN 48341-0432 General Information 248-858-1280

SOUTH OAKLAND HEALTH CENTER 27725 GREENFIELD ROAD SOUTHFIELD MICHIGAN 48076-3663 General Information 248-424-7000



Mayor Tedd M. Wallace

Council

Beverly Dixson Glenn Kivell Erin Kopkowski Michael Kramer Joseph Ryzyi Harvey Wedell

City Manager David M. Murphy

City Clerk/Treasurer Julie C. Zemke

335 S. Warren South Lyon, Michigan 48178

248-437-1735 Fax 248-486-0049

www.southlyonmi.org

CITY OF SOUTH LYON

April 10, 2013

Ms. Julie Smith, NOHC 1200 N. Telegraph, 34E Pontiac, MI 48341-0432

RE: 2013 West Nile Virus Proposal

Dear Ms. Smith:

Pursuant to the Oakland County Board of Commissioners, the City of South Lyon herby submits our West Nile project purpose and scope, estimate costs to ensure compliance with the Board of Commissioners for reimbursement under Oakland County's West Nile Virus Fund Program for expenses incurred in connection with an eligible mosquito control activity by our City.

In support of this request are the following:

1. **Project Description** – The City of South Lyon has focused on resident education through the dissemination of educational materials related to the West Nile Virus and its management including brochures created to distribute from City Hall with information on how to manage mosquito habitat. The City website provides links to both Oakland County and the State of Michigan websites for current and additional information regarding the West Nile Virus. Our DPW Superintendent has continued the program to fill in standing water in public areas, reducing prime environment for mosquito reproduction. In addition, the City will purchase two (2) cases of larvicide for use in City owned catch basins.

2. The City is also proposing to purchase 1,000 individual Insect Repellant towelette packs, available for City residents at a cost of \$1003.40.

3. **Project Expense** – The cost of 440 Altosid XR Briquettes is \$1,333.20. The total cost for the larvicide and repellant packs total \$2,336.60. This amount exceeds the \$1,619.04 funding available from Oakland County.

I hope this project is sufficient for reimbursement under Oakland County's West Nile Virus Fund Program.

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

Sincerely,

M. mps David Murphy City Manager

Enclosures

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GRAIN	GER

Customer Quotation

То:				l In	Information			
CITY OF SOUTH LYON 335 WARREN ST		Da	ate	03/18/2013				
				ustomer Account Number	824628077			
		G	rainger Quote Number	33733811				
S	SOUTH LYON MI 48178-1178		Customer Job Number Grainger Representative	ustomer Job Number				
,				Unassigned				
		Phone Number						
			Fax Number Email Grainger Tax ID					
				Email				
				Grainger Tax ID	36-1150280			
{tem	Description Manufacturer Name & Model	Cat. Pg. #	Cat. Price	Qty	Quote Price	Ext. Price	Start Date	Exp. Date
	Manufacturer Name & Model	Pg. #		Qty 20		Price		Date
Item 6AZ07	Manufacturer Name & Model Insect Repellent,Pk50		Price		Price	Price	Date	Date
	Manufacturer Name & Model Insect Repellent,Pk50 NORTH BY HONEYWELL	Pg. #	Price		Price	Price	Date	· -
	Manufacturer Name & Model Insect Repellent,Pk50	Pg. #	Price		Price	Price	Date	Date

Lead Time: AS APPLICABLE

Terms of Freight: AS APPLICABLE

Terms of Payment: Cash, Check, Credit Card at time of order, net 30 days to firms with established credit. All order are subject to final approval by our Credit Department.

Grainger is providing you with country of origin information so that you may determine compliance with any applicable requirements under the ARRA, (Pub. L. No. 111-5), Sections 1512 and 1605 and the applicable regulations. Grainger will fulfill your order based on your assessment and determination.

Univer USA 20994 Bridge Street Southfield, Michigan 48033 USA

T 248-357-2230 F 248-367-8355 www.univarops.com



Facsimile .

Fax No. 248-587-0080 Data 3-15-13 Yo MARY ANN From STEVE JOHNSON Pageo

QUOTE

2 EASE

ALTOSIA XR BRIQUET 220/05 \$666.60/02 TOTAL \$ 1333.20

AGENDA NOTE

New Business: Item #7

MEETING DATE: June 24, 2013

PERSON PLACING ITEM ON AGENDA: Manager

AGENDA TOPIC: Professional Services Agreement with Plante/Moran.

EXPLANATION OF TOPIC: This is an agreement for Plante/Moran to perform a single audit for the DWRF. This is required by the State. This is a not to exceed amount with a clause that it will not exceed the stated amount without written authorization

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Engagement letter from Plante/Moran for the single audit.

POSSIBLE COURSES OF ACTION: Approve/do not approve the agreement from Plante/Moran to perform the required single audit.

RECOMMENDATION: Approve the agreement with Plante/Moran to perform a single audit for the DWRF.

SUGGESTED MOTION: Motion by ______, supported by to approve the agreement with Plante/Moran to perform a single audit for the DWRF for an amount not to exceed \$7,200.



Plante & Moran, PLLC 27400 Northwestern Highway P.O. Box 307 Southfield, MI 48037-0307 Tel: 248.352.2500 Fax: 248.352.0018 plantemoran.com

June 12, 2013

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

Dear Mr. Murphy:

We continue to be complimented by your selection of our firm to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations and terms of the services we will provide to the City of South Lyon ("the City").

Scope of Services

We will audit the City's federal awards as of and for the year ended June 30, 2013.

Timing of Services

We expect to begin fieldwork for this engagement at your offices on July 29, 2013. We anticipate that our on-site audit work will end on approximately August 12, 2013 and that our report will be issued shortly thereafter.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that Plante Moran staff expend at our current hourly rates. We estimate that our fee for this engagement will range from \$6,000 to \$\$7,200 (the not-to-exceed amount is \$7,200 and any amounts in excess of the not-exceed will need written authorization).

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC

Leslie J. Pulver



Mr. David Murphy City of South Lyon

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between the City of South Lyon and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of South Lyon

David Murphy, City Manager

Date



Professional Services Agreement – Program Audit Services Addendum to Plante & Moran, PLLC Engagement Letter Dated June 12, 2013

This Professional Services Agreement is part of the engagement letter for audit services dated June 12, 2013 between Plante & Moran, PLLC (referred to herein as "PM") and the City of South Lyon (referred to herein as "the City").

- 1. Federal Awards The Schedule of Expenditures of Federal Awards ("Schedule") of the City is to be presented in accordance with the provisions of OMB Circular A-133.
- 2. Management Responsibilities The City's management is responsible for the preparation and fair presentation of this Schedule in accordance with OMB Circular A-133 and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of the City personnel responsible for the City's underlying accounting and financial records.

City personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the Schedule, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit. This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, the City will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. The City will allow PM unrestricted access to personnel within the company from whom PM determines it necessary to obtain audit evidence.

Management is responsible for making all management decisions and performing all management functions relating to the Schedule and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the Schedule and related notes. The City has designated City Manager, Mr. Dave Murphy, to oversee the audit related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the Schedule and related notes prior to their issuance and have accepted responsibility for the adequacy of the Schedule.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the organization involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the organization received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for establishing and maintaining effective internal control over compliance for federal awards that provides reasonable assurance that the auditee is managing federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on its federal programs.

- 3. Objective of Audit of Federal Awards The objective of a federal awards audit is the expression of an opinion on the City's Schedule and compliance with requirements that could have a direct and material effect on major federal award programs. PM offers no guarantee, express or implied, that its opinion will be unqualified or that PM will be able to form an opinion about these federal awards in the event that the City's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be other than unqualified, PM will discuss the reasons with City management in advance of the issuance of its report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on the Schedule or the report on compliance, PM may terminate the engagement and decline to issue a report.
- 4. Internal Controls The City is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to the City's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of

Professional Services Agreement – Audit Services

the City's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the Schedule, instances of fraud, misappropriation of assets, or material non compliance that come to PM's attention.

- 5. Audit Procedures and Limitations PM's audit of the federal awards will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996 (P.L. 104-156), and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City's federal awards audit. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule. An audit in accordance with above referenced standards involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that the Schedule is free from material misstatement and that no federal award noncompliance occurred which could have a direct and material effect on the federal awards program. In addition, an audit in accordance with the above referenced standards is not designed to detect errors, fraud or noncompliance that are immaterial to the federal awards. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected always exists, even in an audit properly planned and performed in accordance with the standards noted above. In recognition of these limitations, the City acknowledges that PM's audit cannot guarantee that all instances of error, fraud, or noncompliance will be identified.
- 6. Government Auditing Standards Under Government Auditing Standards, PM will make some assessments of the City's compliance with laws, regulations, and contract provisions that have a direct and material effect on the federal awards programs. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions that could have a direct and material effect on the federal awards, PM will communicate all noncompliance conditions that come to PM's attention.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

In accordance with Government Auditing Standards, a copy of PM's most recent peer review report is included as an attachment to this agreement.

7. Auditor Communications – PM is obligated to communicate certain matters related to the audit to those responsible for governance of the City including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of the City's governing board, and the City acknowledges and agrees that communication in this manner is sufficient for the City's purposes.

Under Government Auditing Standards PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the federal awards to those responsible for governance of the City. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

8. Accounting and Financial Records – The City agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all the City financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work, completion of PM's engagement and issuance of PM's report, those estimates are dependent on the City providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of the City's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its report.

In any circumstance where PM's work is rescheduled due to the City's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 9. Audit Adjustments PM will recommend any adjustments to the City's accounting records that PM believes are appropriate. The City management is responsible for adjusting the City accounting records and federal awards to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City Schedule.
- 10. Management Representations The City is responsible for the federal award being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from the City officers, management and other personnel regarding accounting, financial, and compliance matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error, fraud, or noncompliance to go undetected by PM's procedures. Accordingly, the City acknowledges and agrees that it will instruct each person providing information, explanations or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer or member of management, or any other person acting under the direction thereof ("City Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit will be considered a material breach of this agreement. In addition, as a condition of this engagement, the City agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in the City's Schedule or noncompliance with the federal awards resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by City Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted government auditing standards and such failure resulted in PM not determining such misrepresentation by City Personnel was false.

- 11. Use of Report This report is intended solely for the information and use of management, the governing body, others within the entity, regulatory body(ies), federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. The City agrees not to reproduce or associate PM's audit report with any other report or financial statements, or portions thereof, that are not the subject of this engagement.
- 12. Securities Offerings PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event the City elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and request PM's consent to such incorporation or reference, the City understands that PM will perform additional procedures, the nature and extent of which will be at PM's sole discretion, and agrees that additional fees for such work will be determined based on the actual time that PM staff expend at currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- **13.** Tax Return Preparation This engagement does not include preparation of any tax returns or filings. If the City requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 14. Confidentiality, Ownership, and Retention of Workpapers During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City, and PM will not use such information for any purpose other than its audit or disclose such information to any other person or entity without the prior written consent of the City.

In some circumstances, PM may use third-party service providers to assist with PM's audit services. PM will inform the City if it intends to use a third-party service provider. In order to enable these service providers to assist PM in this capacity, PM must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.



Professional Services Agreement – Audit Services

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, email, facsimile transmission or other method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Office of Management and Budget's (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations,* PM's working papers will be made available to federal awarding agencies at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should it attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 15. Fee Quotes In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by the City regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. The City acknowledges that the following circumstances will result in an increase in fees:
 - Failure by the City to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
 - Failure by the City to complete the audit preparation work by the applicable due dates;
 - Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
 - Delays by the City causing scheduling changes or disruption of fieldwork;
 - After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
 - Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement;
 - An excessive number of audit adjustments.

PM will endeavor to advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

16. Payment Terms – PM's invoices for audit services are due on the agreed-upon dates. Other invoices are due upon receipt. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or



Professional Services Agreement – Audit Services

terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. The City agrees that in the event PM stops work or terminates this Agreement as a result of the City's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

- 17. Fee Adjustments -- Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 18. Subsequent Discovery of Facts After the date of PM's report on the federal awards, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the subject matter covered by PM's reports, unless new information that may affect the reports comes to PM's attention. If PM becomes aware of information that relates to these federal awards but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with the City and request cooperation in whatever investigation and modification of the Schedule or audit report that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at its currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and the City acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 19. Termination of Engagement -- This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The City will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
- 20. Governing Law This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Agreement – Audit Services



System Review Report

To the Partners of Plante & Moran, PLLC and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the Firm) applicable to non-SEC issuers in effect for the year ended June 30, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the Government Auditing Standards; audits of employee benefit plans, and audits performed under FDICIA.

in our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of Plante & Moran, PLLC in effect for the year June 30, 2010, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(les) or fail. Plante & Moran, PLLC has received a peer review rating of pass.

Clifton Gunderson LLP

November 19, 2010

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SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins Chief



Memorandum

To: David Murphy, City Manager From: Chief Lloyd T. Collins Subject: Depot Day – Witch's Hat Date: June 12, 2013

I have received a permit request for the above-mentioned event. I discussed Depot Day with Mr. Larry Ledbetter, one of the organizers. The event is scheduled for Saturday, September 7, 2013, 10:00 a.m. to 4 p.m. The planned activities will be similar to those of prior Depot Days.

The planned event should cause little or no disruption to normal traffic in the area, and no street closures are necessary. The Police Department will monitor the event and provide support, as necessary. Therefore, I have approved the request and have so notified the organizer. I have attached a copy of the application and approval for your information.

ec: Sgt. Chris Sovik Lisa Deaton, City Clerk Chief Mike Kennedy, SLFD

SOUTH LYON POLICE DEPARTMENT 219 Whipple South Lyon, Michigan 48178 Ph: (248)437-1773 / Fax: (248)437-0459 Lloyd T. Collins Chief of Police 33 RD ANNUAL DEPOT DAY PARTY / DEMONSTRATION APPLICATION
Date Application Submitted: 6/5/13 Requested Date of Event: 5EPT 7, 2013
Date Application Submitted: $6/5/13$ Application Submitted: $6/5/13$ Requested Date of Event: $5EPT7, 2013$ (H) PH #: 248 - 437 - 9277
Applicant / Contact's Name:
Business / Organizations Name (if Applicable): <u>South LYON HISTORICAL SOCIETY</u> Bus. Ph#: <u>248-437-9929</u> Bus. Address: <u>300 DOROTHY ST. S. Lyon, MT</u> President /CEO (Responsible for Event): <u>ARRY LEDBETTER</u> Direct Ph#: <u>248-613-7579</u>
EVENT EVENT EVENT EVENT Perede START Time: 10:00 (a.m. / p.m. Perede START Time: 10:00 (a.m. / p.m. Perede START Time: 10:00 (a.m. / p.m.
Approximate Number of PERSONS: 500 Organization Names: 64ESTS
- Approximate Number of VEHICLES: Types of Vehicles:
Approximate Number of ANIMAt'S: SPECIFIC Animals:
Amount of space to be maintained between and /all units in Parade:
Route to be traveled (Include Street Names and Turning Directions): APP 500 GUEST WAL
ATTEND DEPOT DAY, HELD IN AND AROUND THE WITCH'S HAT HISTORIC VILLAGE: CHILOREN'S GAMES, PIONEER CRAFTS SUCH AS BUTTER
HISTORIC VILLAGE ; CHILOREN'S GAMES, PIONEER CRAFTS SUCH AS BUTTER
MAKINA, BEE KEEPING, EDUCATIONAL DISPLAYS, MODEL TRAINS, A MAGIC SHEW,
AND THE BUBBLE MAN SHOW,
Applicant's SIGNATURE Applicant's SIGNATURE
APPROVED [] DENIED [] <u>Chief June T. Collins</u> Lloyd T. gollins, Chief of Police 06/12/13