

**Regular City Council Meeting
February 11, 2013
Agenda**

7:30 p.m. Call to Order
Pledge of Allegiance
Roll Call
Minutes – January 28, 2013
Monthly Bills
Approval of Agenda
Public Comment: Fire Chief Mike Kennedy – Library Director, Doreen Hannon

I. Old Business

Second Reading – Ordinance Amendment (Sec. 58-243)

II. New Business

1. Contract for Solid Waste Removal
2. Farmer's Market – Use of Veteran's Parking Lot
3. CSX Contract
4. Closed session to discuss written legal opinion regarding utilities pursuant to Section 8(h) of the Open Meetings Act.

III. Manager's Report

IV. Council Comments

V. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
JANUARY 28, 2013

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

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

PRESENT: Mayor Wallace
Council Members: Kivell, Kopkowski, Kramer, Rzyzi, Wedell and Dixon
Also present: City Manager Murphy, City Attorney Wilhelm, Chief Kennedy,
Chief Collins and Deputy Clerk/Treasurer Deaton
Absent: Department Head Martin

APPROVAL OF AGENDA:

CM 1-1-13 APPROVAL OF AGENDA AS PRESENTED

Motion by Kivell, supported by Kramer
To approve the agenda as presented.

VOTE: MOTION CARRIED UNANIMOUSLY

APPROVAL OF MINUTES JANUARY 14, 2014 AND NOVEMBER 26, 2012

Councilman Rzyzi stated in the January 14th set of minutes there were a couple of places in the minutes where his name was spelled incorrectly.

Councilman Wedell stated on page 5 the motion should state motion to enter into closed session.

City Attorney Wilhelm stated at the end of that motion it should also state, pursuant to MCL 15.268 (h) to discuss legal opinion regarding personnel issue.

Mayor Wallace stated the minutes state that he made a complaint to the Michigan Public Service Commission; he stated he did not; he filed a complaint with the President of WOW. He further stated he did mention the option for residents to make a complaint with the MPSC.

CM 1-2-13 MOTION TO APPROVE THE MINUTES OF THE JANUARY 14TH REGULAR CITY COUNCIL MEETING

Motion by Wedell , supported by Kivell

VOTE: MOTION CARRIED UNANIMOUSLY

CM1-3-13 MOTION TO APROVE THE MINUTES OF THE NOVEMBER 26TH REGULAR CITY COUNCIL MEETING AS PRESTENTED.

Motion by Kivell, supported by Kopkowski

Motion to approve minutes as presented.

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT: None

OLD BUSINESS: None

NEW BUSINESS:

1. Designation of Street Administrator

City Manager Murphy stated he received a phone call from MDOT stating they did not know who our street administrator is. He further stated the change for the street administrator was made originally in 2009 when it was changed from Rod Cook to himself, but the Michigan Department of Transportation can't locate their copy.

CM 1-4-13 MOTION TO APROVE DAVID MURPHY AS THE CITY OF SOUTH LYON STREET ADMINISTRATOR

Motion by Kopkowski, supported by Kivell

Motion to approve David Murphy to be the City of South Lyon Street Administrator.

VOTE: MOTION CARRIED UNANIMOUSLY

2. First Reading- Ordinance Amendment (Sec. 58-243) requirement of juvenile to take a breathalyzer.

Chief Collins stated this is a technical cleanup of our ordinance. The difference is the old ordinance stated we could require a juvenile to take an alcohol breath test, this has been found to be unconstitutional, and therefore we need to change our ordinance to be in compliance.

He further stated the Police Department have always been in compliance with this, but we need the ordinance to also be in compliance.

CM 1-5-13 TO APPROVE THE FIRST READING OF AMENDMENT TO CHAPTER 58-243 (5) OF THE SOUTH LYON CITY CODE. REGARDING A MINOR NOT BEING REQUIRED TO TAKE A BREATH TEST WITHOUT A WARRANT.

Motion by Kramer, supported by Kivell

Motion to approve the first reading of the amendment to Chapter 58-243 (5) of the South Lyon City Code regarding a minor not being required to take a breath test without a warrant.

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Community Center Committee

Councilman Kramer stated at the community center meeting they decided they need to create an oversight committee working under the South Lyon Recreation Authority. The committee decided it makes sense to have 9 members, 1 elected official as well as 2 residents from each community. They thought it would be fair to have an elected official on the committee so that person can bring the information back to the board. He further stated the plan is to come up with bylaws to formalize the committee, so we can set up sub committees, such as finance, architectural and location committees. These will be made up of all volunteers who want to be a part of this project.

The only two residents who have showed interest are Scott Black and Ron Morelli. He further stated there will be many sub committees that will be made up of residents as well as elected officials. The oversight committee will act under the South Lyon Recreation Authority and will be able to solicit bids from various firms. City Attorney Wilhelm asked if the South Lyon Recreation Authority have taken any action regarding the committee. Councilman Kramer stated once they have the members, they will give a presentation for the South Lyon Recreation Authority with the proposed bylaws so they will recognize the committee to operate under their authority. Some discussion was held regarding the money that has been issued for the Community Center. The oversight committee will decide where they think the money should be spent, but the South Lyon Recreation Authority will have to approve how the money will be spent. Councilman Rzyzi asked the question whether it has been advertised to get different people interested in being on this committee. Councilman Kramer stated we have. He further stated they are trying to get this millage on the November 2014 ballot. City Manager Murphy stated the information has been out there for months, these are just the only two people from

the City who showed interest except elected officials. City Attorney Wilhelm stated there will be other committees for residents to get involved with. Councilman Kivell stated he has a lot of interest in this project, and he would like to be part of one of the sub committees. Mayor Wallace asked if the committee has heard anything from Salem. Councilman Kramer stated they have not. He further stated they will be in contact with them again soon.

CM 1-6-13 MOTION TO APPOINT RON MORELLI, SCOTT BLACK AND MIKE KRAMER TO REPRESENT SOUTHLYN ON THE COMMUNITY CENTER COMMITTEE.

Motion by Dixon, supported by, Wedell

Motion to appoint Ron Morelli, Scott Black and Mike Kramer to represent South Lyon on the Community Center Committee.

VOTE:

MOTION CARRIED UNANIMOUSLY

MANAGERS REPORT:

City Manager Murphy stated he will be attending a Managers Conference on Wednesday, Thursday and Friday of this week.

COUNCIL COMMENTS:

Councilman Kramer asked if there was a reason we did not attempt an ice rink this year? City Manager Murphy stated he will check with Bob.

Councilmember Kopkowski stated she would like to thank Chief Kennedy for the Fire department report, and would like it to be on our website. She further stated people aren't always aware of all of the things our Fire Department does. Councilman Wedell stated he appreciated the fire report as well and would like to make a motion to receive and file the fire Department report to be part of the official record of this meeting.

CM1-7-13 MOTION TO RECEIVE AND FILE THE FIRE DEPARTMENT ANNUAL REPORT AS PART OF THE MINUTES

Motion by Wedell, supported by Kramer.

Motion to receive and file the Fire Department annual report as official record of this meeting.

VOTE:

MOTION CARRIED UNANIMOUSLY

Councilman Kramer stated he would like to thank the Council members for allowing him to be on the oversight committee for the Community Center. Councilmember Dixon stated she would like to thank Councilman Kramer for all the work he has already done on this Community Center and she thinks he will do a good job.

City Manager stated the fire report is on the Fire Departments website, but they will put a link on our main page as well. He further stated we will be hiring a new Clerk/Treasurer and would like to offer Council to have 1 or 2 members help with the process, specifically to review some of the resumes as well as to sit in on the interviews. Mayor Wallace stated he would like to see the resumes, Councilman Wedell stated he would be happy to help.

Mayor Wallace stated he would like to express his condolences to the Raney family for the loss of their patriarch. He was a great family man and he will be missed. He further stated he will be absent from the next couple of meetings, and Mayor Pro tem Wedell will be taking over for him.

CM1-8-13 MOTION TO ADJOURN

Motion to adjourn by Kivell, supported by Kopkowski

Motion to adjourn the regular City Council meeting at 8:00 p.m.

VOTE:

MOTION CARRIED UNANIMIOUSLY

Respectfully submitted,

Tedd Wallace, Mayor

Lisa Deaton, Deputy Clerk/Treasurer

January 2013 Payroll Report

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Administration								
Badarak, A.	17.6900	160.00		\$ 2,830.40	\$ -		\$ 2,830.40	
Deaton, L.	18.3100	160.00	2.00	\$ 2,929.60	\$ 56.10		\$ 2,985.70	
Mosier, L.				\$ 4,222.88			\$ 4,222.88	
Murphy, D.				\$ 6,952.26			\$ 6,952.26	
Nogle, D.				\$ 2,692.32			\$ 2,692.32	
Schulz, P.	17.0000	66.00		\$ 1,122.00			\$ 1,122.00	
Shotwell, J.	10.0000	50.50		\$ 505.00			\$ 505.00	
Zemke, J.				\$ 1,291.60		\$ 3,674.86	\$ 4,966.46	Final Payout
TOTAL: Administration		436.50	2.00	\$ 22,546.06	\$ 56.10	\$ 3,674.86	\$ 26,277.02	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Police								
Baaki, D.	33.0295	176.00	40.00	\$ 5,813.19	\$ 2,005.96		\$ 7,819.17	
Baker, A.	30.7398	200.00	1.00	\$ 6,147.96	\$ 46.61		\$ 6,194.57	
Baker, J.	33.0295	176.00		\$ 5,688.08	\$ -		\$ 5,688.08	
Barbour, R.	30.7398	168.00	28.00	\$ 5,164.29	\$ 1,303.18		\$ 6,467.47	
Brooks, T.	30.7398	168.00	20.50	\$ 5,164.29	\$ 955.60		\$ 6,119.88	
Collins, L.				\$ 6,717.48			\$ 6,717.48	
Faught, C.	30.7398	176.00	16.00	\$ 5,410.20	\$ 744.68		\$ 6,154.88	
Forgacs, M.	15.8900	12.50		\$ 198.63			\$ 198.63	
Hoydic, S.	33.0295	168.00	40.00	\$ 5,548.96	\$ 2,001.96		\$ 7,550.92	
Krettlin, F.	15.8900	14.00		\$ 222.46			\$ 222.46	
Laraway, P.	15.8900	12.50		\$ 198.63			\$ 198.63	
Nelson, M.	10.0000	102.50		\$ 1,025.00			\$ 1,025.00	
Raap, T.	30.7398	160.00	8.00	\$ 4,918.36	\$ 372.34		\$ 5,290.70	
Regentik, C.	17.6900	160.00		\$ 2,830.40			\$ 2,830.40	
Sederland, C.	30.7398	160.00	29.00	\$ 4,918.37	\$ 1,351.82	\$ 700.00	\$ 6,970.19	Longevity
Sharpe, R.	35.1817	168.00	16.00	\$ 5,910.53	\$ 853.59		\$ 6,764.12	
Sovik, C.	33.0295	176.00	16.00	\$ 5,813.19	\$ 800.79		\$ 6,613.98	
Sroufe, T.	30.7398	168.00	12.00	\$ 5,164.29	\$ 559.37		\$ 5,723.66	
Stevens, T.	30.7398	176.00	27.50	\$ 5,410.20	\$ 1,275.95		\$ 6,686.15	
Tomanek, J.	30.7398	168.00	12.00	\$ 5,164.29	\$ 559.37	\$ 700.00	\$ 6,423.66	
Walton, T.	30.7398	176.00	12.00	\$ 5,410.20	\$ 558.51		\$ 5,968.72	
Wilcox, W.	11.3300	36.00		\$ 407.88			\$ 407.88	
Wilcox, W.	15.8900	14.00		\$ 222.46			\$ 222.46	
Wittrock, M.	30.7398	168.00	35.00	\$ 5,164.29	\$ 1,623.93	\$ 700.00	\$ 7,488.22	
Total: Police		3103.50	313.00	\$ 98,633.54	\$ 15,013.66	\$ 2,100.00	\$ 115,747.23	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Fire								
Achatz, R.	10.0000	48.00		\$ 480.00			\$ 480.00	
Armstrong, C.	15.0000	46.50		\$ 697.50			\$ 697.50	
Bromley, E.	10.0000	3.00		\$ 30.00			\$ 30.00	
Carlington, R.	13.0000	15.00		\$ 195.00			\$ 195.00	
Demeniuk, C.	14.0000	5.00		\$ 70.00			\$ 70.00	
Esper, T.	10.0000	5.50		\$ 55.00			\$ 55.00	
Gearns-Hazlett, J.	15.0000	31.75		\$ 476.25			\$ 476.25	
Gerhardt, T.	15.0000	17.25		\$ 258.75			\$ 258.75	
Glenn, J.	13.0000	27.50		\$ 357.50			\$ 357.50	
Hammon, D.	19.0000	38.25		\$ 726.75			\$ 726.75	
Johnston, C.	18.0000	21.00		\$ 378.00			\$ 378.00	
Johnston, D.	15.0000	4.25		\$ 63.75			\$ 63.75	
Kennedy, M.				\$ 2,076.92			\$ 2,076.92	
Lynn, C.	13.0000	10.75		\$ 139.75			\$ 139.75	
McGillen, T.	15.0000	22.25		\$ 333.75			\$ 333.75	
Moynihan, B.	15.0000	17.75		\$ 266.25			\$ 266.25	
Noechel, J.	16.0000	42.25		\$ 676.00			\$ 676.00	
Schuldt, K.	16.0000			\$ -			\$ -	
Shekell, J.	18.0000	28.25		\$ 508.50			\$ 508.50	
Shippe, S.	13.0000	24.00		\$ 312.00			\$ 312.00	
Spaller, J.	10.0000			\$ -			\$ -	
Trala, P.	15.0000	6.00		\$ 90.00			\$ 90.00	
Ulrich, C.	15.0000	22.25		\$ 333.75			\$ 333.75	
Weir, M.	18.0000	67.75		\$ 1,219.50			\$ 1,219.50	
Wilson, T.	16.0000	52.25		\$ 836.00			\$ 836.00	
Womer, L.	13.0000	9.00		\$ 117.00			\$ 117.00	
Total: Fire		565.50		\$ 10,697.92		\$ -	\$ 10,697.92	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
D.P.W.								
Archev, Je.	22.3700	160.00	21.00	\$ 3,547.21	\$ 705.65	\$ 71.90	\$ 4,324.76	License increase
Brock, R.	22.7700	160.00	13.00	\$ 3,643.20	\$ 451.49	\$ 150.00	\$ 4,244.69	On Call
Buers, D.	22.7500	160.00		\$ 3,640.00	\$ -		\$ 3,640.00	
Cavitt, R.	20.7700	160.00	26.50	\$ 3,323.20	\$ 835.28		\$ 4,158.48	
Dehoff, T.	24.2800	160.00	8.50	\$ 3,884.80	\$ 314.50		\$ 4,199.30	
Jamison, M.	17.6900	160.00		\$ 2,830.40	\$ -		\$ 2,830.40	
Kaska, C.	20.7700	160.00	18.00	\$ 3,323.20	\$ 572.40	\$ 420.00	\$ 4,315.60	On Call
Moritz, M.	20.7700	160.00		\$ 3,323.21	\$ -		\$ 3,323.21	
Paver, V.	20.7700	160.00	9.00	\$ 3,323.20	\$ 283.77	\$ 60.00	\$ 3,666.97	On Call
Piasecki, T.	16.1200	160.00	21.50	\$ 2,579.20	\$ 519.87	\$ 210.00	\$ 3,309.07	On Call
Total: D.P.W.		1600.00	117.50	\$ 33,417.64	\$ 3,682.96	\$ 911.90	\$ 38,012.51	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
W. & W.W.								
Archev, Ju.	17.6900	160		\$ 2,830.40			\$ 2,830.40	
Beason, R.	24.2200	160		\$ 3,875.20	\$ -	\$ 220.00	\$ 4,095.20	On Call
Bridson, D.	24.6200	160		\$ 3,939.20	\$ -		\$ 3,939.20	
Ciaramitaro, J.	23.8200	160	14.00	\$ 3,811.20	\$ 505.26	\$ 210.00	\$ 4,526.46	On Call
Gehringer, D.	22.7000	160	21.00	\$ 3,632.00	\$ 715.05	\$ 230.00	\$ 4,577.05	On Call
Kelly, M.	20.7700	160		\$ 3,323.20			\$ 3,323.20	
Martin, R.				\$ 6,278.60			\$ 6,278.60	
Miller, D.	27.7300	160		\$ 4,436.80	\$ -		\$ 4,436.80	
Popravsky, P.	19.6200	160		\$ 3,139.20	\$ -	\$ 1,000.00	\$ 4,139.20	Longevity
Randall, A.	25.3200	160	9.00	\$ 4,051.20	\$ 347.04	\$ 280.00	\$ 4,678.24	On Call
Total: W. & W.W.		1440.00	44.00	\$ 39,317.00	\$ 1,567.35	\$ 1,940.00	\$ 42,824.35	
Grand Total		7,145.50	476.50	\$ 204,612.16	\$ 20,320.07	\$ 8,626.76	\$ 233,559.03	

Check Register Report

CHECKS WRITTEN SINCE 01/14/13

Date: 02/07/2013

Time: 9:44 am

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The City of South Lyon

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
60329	01/17/2013	Printed		3739	RUSSELL ACHATZ	REIMBURSE FOR EMT EXAM	70.00
60330	01/17/2013	Printed		3317	ADP, INC.	PAYROLL PROCSSING FEES	494.55
60331	01/17/2013	Printed		5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	11.50
60332	01/17/2013	Printed		3740	CORY ARMSTRONG	REIMBURSE FOR EMT LICENSE	25.00
60333	01/17/2013	Printed		3602	BLUE CROSS BLUE SHIELD OF MICH	MONTHLY PREMIUM	35,673.62
60334	01/17/2013	Printed		3935	CIB PLANNING	OCT & NOV PLANNING FEES	2,668.75
60335	01/17/2013	Printed		3442	CMC TELECOM, INC.	PHONE SERVICE	1,707.98
60336	01/17/2013	Printed		0859	LLOYD COLLINS	REIMBURSE FBINAA MEMBERSHIP	30.00
60337	01/17/2013	Printed		0998	CONSUMERS ENERGY	GAS SERVICE	427.96
60338	01/17/2013	Printed		0962	D&G NATURES WAY LAWN CARE	PRE PAY LAWN CARE @ HISTORICAL	4,357.94
60339	01/17/2013	Printed		1334	LISA DEATON	MILEAGE REIMBURSEMENT	72.36
60340	01/17/2013	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	468.35
60341	01/17/2013	Printed		3455	EMPLOYEE HEALTH INSURANCE MGMT	RX & AGENT FEES	1,623.15
60342	01/17/2013	Printed		2506	GENSON'S PLUMBING	PLUMBOING WORK @ POLICE DEPT	90.00
60343	01/17/2013	Printed		4973	GREEN OAK TWP. FIRE DEPT.	PHTLS COURSE-SHEKELL & GEARNS	600.00
60344	01/17/2013	Printed		9778	LEXISNEXIS	DECEMBER CONTRACT FEE	30.00
60345	01/17/2013	Printed		3800	LSL PLANNING, INC.	MASTER PLAN PROJECT	1,114.35
60346	01/17/2013	Printed		1509	MARTIN'S DO IT BEST	12V ACCY PLUG	678.83
60347	01/17/2013	Printed		0837	MWEA	OPERATOR'S DAY-4 EMPLOYEES	300.00
60348	01/17/2013	Printed		0218	PARKSIDE CLEANERS	RUGS FOR CITY HALL	86.00
60349	01/17/2013	Printed		3823	PERSONNEL CONCEPTS	EMPLOYMENT POSTER FOR P.D.	25.90
60350	01/17/2013	Printed		0462	PETER'S TRUE VALUE HARDWARE	MISC SUPPLIES ALL DEPTS	669.83
60351	01/17/2013	Printed		0504	TECH RESOURCES, INC.	MONTHLY REMOTE BACKUP	69.95
60352	01/17/2013	Printed		0412	CARLTON TROUTEAUD	SUMMER TAX REFUND	525.46
60353	01/17/2013	Printed		1553	U.S. IDENTIFICATION MANUAL	SUBSCRIPTION RENEWAL	82.50
60354	01/17/2013	Printed		3984	WOW! BUSINESS	INTERNET FEES	99.31
60355	01/18/2013	Printed		0462	PETER'S TRUE VALUE HARDWARE	MISC SUPPLIES-FIRE DEPT	190.78
60356	01/18/2013	Printed		3822	LINDSEY WEBSTER	VIDEO 1/14/13 COUNCIL MEETING	50.00
60357	01/24/2013	Printed		0219	AMERICAN PUBLIC WORKS ASSOC.	ANNUAL MEMBERSHIP RENEWAL	284.00
60358	01/24/2013	Printed		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION	253.85
60359	01/24/2013	Printed		0998	CONSUMERS ENERGY	GAS SERVICE	12,895.46
60360	01/24/2013	Printed		0381	CSX TRANSPORATION, INC.	ANNUAL PIPELINE CROSSING FEE	518.82
60361	01/24/2013	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	32.86
60362	01/24/2013	Printed		3455	EMPLOYEE HEALTH INSURANCE MGMT	MEDICAL WRAP FEES	2,383.08
60363	01/24/2013	Printed		0925	FBINAA	MEMBERSHIP DUES-C. SOVIK	75.00
60364	01/24/2013	Printed		3742	TODD GERHARDT	EMS LICENSE RENEWAL	25.00
60365	01/24/2013	Printed		2607	IIMC	MEMBERSHIP DUES-L. DEATON	110.00
60366	01/24/2013	Printed		0557	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTION	274.10
60367	01/24/2013	Printed		3955	JOHNSON, ROSATI, SCHULTZ &	DECEMBER ATTY FEES	7,173.00
60368	01/24/2013	Printed		3248	JENNIFER KNAPP	12/13 PLANNING MINUTES	75.00
60369	01/24/2013	Printed		3520	METLIFE - GROUP BENEFITS	DENTAL INSURANCE	4,665.86
60370	01/24/2013	Printed		0470	MISDU	PAYROLL DEDUCTION	43.23
60371	01/24/2013	Printed		2763	MMTA	MEMBERSHIP DUES-L. DEATON	50.00
60372	01/24/2013	Printed		3824	MSFCA	MAGAZINE SUBSCRIPTION	15.00
60373	01/24/2013	Printed		5294	DAVID M. MURPHY	JANUARY CAR ALLOWANCE	350.00
60374	01/24/2013	Printed		5183	OAKLAND COUNTY TREASURERS	CLEMIS & LIVESCAN FEES	4,029.25
60375	01/24/2013	Printed		3705	OAKLAND SCHOOLS*	2012 WINTER TAX BILLS	1,275.01
60376	01/24/2013	Printed		1732	STANDARD INSURANCE COMPANY	LIFE AND DISABILITY INSURANCE	2,578.49
60377	01/24/2013	Printed		1465	TERMINEX PROCESSING CENTER	PEST CONTROL	52.00

Check Register Report

CHECKS WRITTEN SINCE 01/14/13

Date: 02/07/2013

Time: 9:44 am

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The City of South Lyon

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
60378	01/24/2013	Printed		3825	THOMAS & SANDRA TIMMER	SUMMER TAX REFUND	481.73
60379	01/24/2013	Printed		5552	US BANK	2000 WATER BOND INTEREST PYMT	9,567.50
60380	01/24/2013	Printed		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTION	3,555.00
60381	01/24/2013	Printed		0589	JOSEPH VELTRI	REIMBURSE HEALTH INSURANCE	435.12
60382	01/24/2013	Printed		3822	LINDSEY WEBSTER	TRAIN MAYOR ON VIDEO EQUIP	50.00
60383	01/24/2013	Printed		1296	TIMOTHY J. WILSON	REIMBURSE FOR DELAY TIMER	36.19
60384	01/25/2013	Printed		0364	DOUGLAS BAAKI	CLEANING ALLOWANCE	100.00
60385	01/25/2013	Printed		0708	AUDRA BAKER	CLEANING ALLOWANCE	100.00
60386	01/25/2013	Printed		1110	JARED BAKER	CLEANING ALLOWANCE	100.00
60387	01/25/2013	Printed		3219	RONALD BARBOUR	CLEANING ALLOWANCE	100.00
60388	01/25/2013	Printed		0465	TRACY BROOKS	CLEANING ALLOWANCE	100.00
60389	01/25/2013	Printed		0859	LLOYD COLLINS	CLEANING ALLOWANCE	100.00
60390	01/25/2013	Printed		1633	CHRISTOPHER FAUGHT	CLEANING ALLOWANCE	100.00
60391	01/25/2013	Printed		2545	SEAN S. HOYDIC	CLEANING ALLOWANCE	100.00
60392	01/25/2013	Printed		1634	TIMOTHY RAAP	CLEANING ALLOWANCE	100.00
60393	01/25/2013	Printed		0236	CHRISTOPHER SEDERLUND	CLEANING ALLOWANCE	100.00
60394	01/25/2013	Printed		0226	ROGER S. SHARPE	CLEANING ALLOWANCE	100.00
60395	01/25/2013	Printed		2405	CHRISTOPHER SOVIK	CLEANING ALLOWANCE	100.00
60396	01/25/2013	Printed		0831	TONY SROUFE	CLEANING ALLOWANCE	100.00
60397	01/25/2013	Printed		9800	TRAVIS STEVENS	CLEANING ALLOWANCE	100.00
60398	01/25/2013	Printed		0768	JOHN TOMANEK	CLEANING ALLOWANCE	100.00
60399	01/25/2013	Printed		1211	TIMOTHY WALTON	CLEANING ALLOWANCE	100.00
60400	01/25/2013	Printed		8996	MICHAEL WITTROCK	CLEANING ALLOWANCE	100.00
60401	01/31/2013	Printed		5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	17.25
60402	01/31/2013	Printed		5374	AT&T MOBILITY	CELL PHONE SERVICE	534.42
60403	01/31/2013	Printed		4234	AVAYA*, INC.	DPW PHONE SYSTEM	18.51
60404	01/31/2013	Printed		3019	BIFANO EYE CARE	JANUARY VISION INSURANCE	330.00
60405	01/31/2013	Printed		5264	BUSCH'S	SUPPLIES FOR W&S	45.02
60406	01/31/2013	Printed		3755	BEVERLY DIXSON	JANUARY COUNCIL PAY	180.00
60407	01/31/2013	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	2,750.26
60408	01/31/2013	Printed		0317	DTE ENERGY	STREETLIGHTS	8,914.19
60409	01/31/2013	Printed		3455	EMPLOYEE HEALTH INSURANCE MGMT	RX FEES	4,259.11
60410	01/31/2013	Printed		2586	GLENN KIVELL	JANUARY COUNCIL PAY	180.00
60411	01/31/2013	Printed		1756	ERIN KOPKOWSKI	JANUARY COUNCIL PAY	180.00
60412	01/31/2013	Printed		3398	MICHAEL KRAMER	JANUARY COUNCIL PAY	180.00
60413	01/31/2013	Printed		5183	OAKLAND COUNTY TREASURERS	FRMS-FIRE REPORTS	1,120.75
60414	01/31/2013	Printed		0218	PARKSIDE CLEANERS	RUGS FOR CITY HALL	43.00
60415	01/31/2013	Printed		3808	WALLACE QUALLS	ELECTRICAL INSPECTOR'S PAY	835.03
60416	01/31/2013	Printed		0213	ROAD COMMISSION FOR OAKLAND	TRAFFIC SIGNAL MAINTENANCE	306.20
60417	01/31/2013	Printed		3756	JOSEPH RYZYI	JANUARY COUNCIL PAY	180.00
60418	01/31/2013	Printed		2781	STATE OF MICHIGAN	MIDEAL ANNUAL FEE	180.00
60419	01/31/2013	Printed		3675	TOSHIBA FINANCIAL SERVICES	COPIER LEASES	1,640.12
60420	01/31/2013	Printed		1552	TEDD WALLACE	JAUARY MAYOR PAY	220.00
60421	01/31/2013	Printed		0015	WATER ENVIRONMENT FEDERATIO	ANNUAL MEMBERSHIP RENEWAL	148.00
60422	01/31/2013	Printed		3822	LINDSEY WEBSTER	VIDEO 1/28 COUNCIL MEETING	50.00
60423	01/31/2013	Printed		1378	HARVEY WEDELL	JANUARY COUNCIL PAY	180.00
60424	01/31/2013	Printed		3826	WOLVERINE ENERGY SERVICE	PERMIT REFUND	242.00
60425	01/31/2013	Printed		3984	WOW! BUSINESS	CABLE SERVICE	32.97
60427	02/07/2013	Printed		0561	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION	593.60
60428	02/07/2013	Printed		3739	RUSSELL ACHATZ	EMT LICENSE	40.00
60429	02/07/2013	Printed		3317	ADP, INC.	PAYROLL PROCESSING FEES	460.20
60430	02/07/2013	Printed		3506	SARA BAGGETT	TAX REFUND	1,043.71
60431	02/07/2013	Printed		3829	LUANA BAKER	TAX REFUND	444.42
60432	02/07/2013	Printed		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION	253.85
60433	02/07/2013	Printed		0059	CITY OF NOVI TREASURER	JANUARY BUILDING INSPECTIONS	3,873.81
60434	02/07/2013	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	1,226.00

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BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
60435	02/07/2013	Printed		0317	DTE ENERGY	ELECTRIC SERVICE	26,854.64
60436	02/07/2013	Printed		9432	HSBC BUSINESS SOLUTIONS	HOT/COLD CUPS	11.79
60437	02/07/2013	Printed		3248	JENNIFER KNAPP	PLANNING COMM MINUTES 1/29	75.00
60438	02/07/2013	Printed		3827	LIVONIA POLICE DEPT	LEADERSHIP TRAINING	380.00
60439	02/07/2013	Printed		3831	KATHLEEN MCMASTER	TAX REFUND	1,929.26
60440	02/07/2013	Printed		3787	MICHIGAN ASSOC OF FIREFIGHTERS	PAYROLL DEDUCTION	588.22
60441	02/07/2013	Printed		1422	MICHIGAN FIRE INSPECTORS	2013 DUES-KENNEDY,WEIR,NOECHEL	90.00
60442	02/07/2013	Printed		0470	MISDU	PAYROLL DEDUCTION	191.57
60443	02/07/2013	Printed		0967	DAVID MURRAY	MECHANICAL INSPECTOR'S FEES	1,703.62
60444	02/07/2013	Printed		0293	OAKLAND COUNTY ANIMAL CONTROL	DOG TAGS	1,009.75
60445	02/07/2013	Printed		1034	OAKLAND COUNTY TREASURER	DECEMBER TRAILER PARK TAX	375.00
60446	02/07/2013	Printed		0804	OAKLAND COUNTY WATER	2012 SOIL EROSION INSPECT. FEE	157.50
60447	02/07/2013	Printed		5364	PEOPLE'S EXPRESS	TRANSPORTATION SERVICES	5,318.00
60448	02/07/2013	Printed		1199	PNC BANK	MLGMA WINTER INSTITUTE	365.55
60449	02/07/2013	Printed		5141	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTION	641.08
60450	02/07/2013	Printed		0559	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION	232.50
60451	02/07/2013	Printed		3828	ANTHONY & SUZANNE REA	TAX REFUND	2,075.97
60452	02/07/2013	Printed		3830	SUSAN RINALDI	TAX REFUND	291.18
60453	02/07/2013	Printed		5554	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT	1,971.65
60454	02/07/2013	Printed		9248	SMAFC	2013 VENDOR SHOW	35.00
60455	02/07/2013	Printed		0461	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT	18,811.44
60456	02/07/2013	Printed		2781	STATE OF MICHIGAN	ENGINE 1 EMT UPGRADE	25.00
60457	02/07/2013	Printed		3596	THE UPS STORE	SHIPPING FEE-CHLORINE SCALE	37.09
60458	02/07/2013	Printed		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTION	3,555.00
60459	02/07/2013	Printed		3984	WOW! BUSINESS	INTERNET SERVICE	32.97
60460	02/07/2013	Printed		3834	BRANDON ZIRKLE	ELECTRICAL INSP PAY NOV.-JAN.	2,678.55
Total Checks: 131						Checks Total (excluding void checks):	205,368.37
Total Payments: 131						Bank Total (excluding void checks):	205,368.37
Total Payments: 131						Grand Total (excluding void checks):	205,368.37

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000.000-035.000	ENGINEERIN	CIB PLANNING PLANNING CONSULTANT FEES	0		02/11/2013	1,631.25
Total						1,631.25
Dept: ADMINISTRATION						
101-200.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	37.98
101-200.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	163.69
101-200.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	54.00
101-200.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	3,011.92
101-200.000-801.000	PROFESSION	CIB PLANNING PLANNING CONSULTANT FEES	0		02/11/2013	62.50
101-200.000-802.000	ONGOING RE	TECH RESOURCES, INC. MONTHLY BACKUP	0		02/11/2013	69.95
101-200.000-817.000	PLANNING C	CIB PLANNING PLANNING CONSULTANT FEES	0		02/11/2013	600.00
101-200.000-820.000	COMPUTER	TECH RESOURCES, INC. SERVER REPAIRS-POWER SUPPLY	0		02/11/2013	175.35
101-200.000-826.000	LEGAL PROF	BOOTH PATTERSON ATTY FEES	0		02/11/2013	703.00
101-200.000-971.100	LAND/ BEAU	DINSER'S GREENHOUSE, INC. CEDAR ROPING FOR LIGHT POLES	0		02/11/2013	1,634.00
Total ADMINISTRATION						6,512.39
Dept: CEMETERY						
101-276.000-740.000	OPERATING	BADER & SONS CO. TUNE UP KIT & MOWER PARTS	0		02/11/2013	425.67
101-276.000-740.000	OPERATING	BADER & SONS CO. AIR FILTERS & PTO SHAFT	0		02/11/2013	18.02
101-276.000-740.000	OPERATING	BADER & SONS CO. MOWER DECK PARTS	0		02/11/2013	130.68
101-276.000-740.000	OPERATING	BADER & SONS CO. TRACTOR SEATS & MOWER BLADES	0		02/11/2013	524.54
101-276.000-977.000	EQUIPMENT	CLARK EQUIPMENT CO BOBCAT EXCAVATOR & TRAILER	0		02/11/2013	15,934.00
Total CEMETERY						17,032.91
Dept: POLICE						
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	16.27
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	95.98
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	74.98
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	50.26
101-300.000-740.000	OPERATING	LIFELOC TECHNOLOGIES, INC. MOUTHPIECES	0		02/11/2013	66.00
101-300.000-740.000	OPERATING	CYNERGY PRODUCTS CONVERT PD 271 TO DETECTIVE CR	0		02/11/2013	456.89
101-300.000-745.000	AMMUNITION	C.M.P. DISTRIBUTORS, INC. AERKO FREEZE + P	0		02/11/2013	199.20
101-300.000-745.000	AMMUNITION	MICHIGAN TASER DISTRIBUTING TASER CARTRIDGES	0		02/11/2013	259.50
101-300.000-745.000	AMMUNITION	C.M.P. DISTRIBUTORS, INC. AMMO	0		02/11/2013	67.80
101-300.000-851.000	RADIO MAIN	CYNERGY PRODUCTS RADIO SPEAKER MICROPHONES	0		02/11/2013	485.00
101-300.000-851.000	RADIO MAIN	CYNERGY PRODUCTS RADIO REPAIRS PD 271	0		02/11/2013	260.80
101-300.000-863.000	VEHICLE MA	355, INC. OIL CHANGES FOR POLICE	0		02/11/2013	98.49
101-300.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS MECHANIC'S SUPPLIES & SPARK PL	0		02/11/2013	19.00
101-300.000-863.000	VEHICLE MA	HINES PARK FORD, INC. TRANSMISSION REPAIRS-PD 271	0		02/11/2013	398.99
101-300.000-863.000	VEHICLE MA	355, INC. OIL CHANGE	0		02/11/2013	37.33

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Fund: GENERAL FUND						
Dept: POLICE						
101-300.000-977.000	EQUIPMENT	CYNERGY PRODUCTS DUAL WEAPON RACK SYSTEM/LOCK	0		02/11/2013	300.00
101-300.000-978.000	CAPITOL EQ	CYNERGY PRODUCTS INSTALL EMERG EQUIP	0		02/11/2013	1,987.00
Total POLICE						4,873.49
Dept: FIRE						
101-335.000-721.000	UNIFORMS &	DOUGLASS SAFETY SYSTEMS LLC 3 SETS SUSPENDERS	0		02/11/2013	126.66
101-335.000-727.000	OFFICE SUP	QUILL CORPORATION OFFICE SUPPLIES	0		02/11/2013	105.37
101-335.000-851.000	RADIO MAIN	UNITED COMMUNICATIONS CORP. RADIO CHARGER AND BATTERIES	0		02/11/2013	197.60
101-335.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS MECHANIC'S SUPPLIES & SPARK PL	0		02/11/2013	35.34
101-335.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS VEHICLE CLEANING SUPPLIES	0		02/11/2013	18.66
101-335.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS SPOT LIGHT BULB ENG 1	0		02/11/2013	4.99
101-335.000-863.000	VEHICLE MA	BADER & SONS CO. CARB FOR PPV FAN-LADDER 1	0		02/11/2013	128.80
101-335.000-863.000	VEHICLE MA	GREEN OAK TIRE, INC. TIRES FOR PPV FAN-LADDER 1	0		02/11/2013	64.00
101-335.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS POWER CORD	0		02/11/2013	8.99
101-335.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS MISC PARTS	0		02/11/2013	5.49
101-335.000-863.000	VEHICLE MA	PAYETTE SALES & SERVICE, INC. GEAR MOTORS & DOOR HANDLE	0		02/11/2013	1,662.51
101-335.000-863.000	VEHICLE MA	SHARE CORP. SPRAY GREASE & GLASS CLEANER	0		02/11/2013	60.41
101-335.000-930.000	REPAIR MAI	DOUGLASS SAFETY SYSTEMS LLC SCBA REPAIR	0		02/11/2013	553.33
101-335.000-930.000	REPAIR MAI	FIRESERVICE MANAGEMENT TURNOUT GEAR REPAIRS	0		02/11/2013	146.21
101-335.000-931.000	BUILDING M	ADVANCED SAFE & LOCK LOCK REPAIRS	0		02/11/2013	186.00
101-335.000-977.000	EQUIPMENT	RHINO PRODUCTS, INC. OXYGEN BAG	0		02/11/2013	114.95
101-335.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC OXYGEN REG MOVER & SHARPS CONT	0		02/11/2013	155.18
101-335.000-977.000	EQUIPMENT	TIME EMERGENCY EQUIPMENT FIRE HOSE	0		02/11/2013	1,184.72
Total FIRE						4,759.21
Dept: DEPT. OF PUBLIC WORKS						
101-440.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	21.48
101-440.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	13.85
101-440.000-740.000	OPERATING	ADVANCE AUTO PARTS GLOVES	0		02/11/2013	9.99
101-440.000-740.000	OPERATING	ANN ARBOR WELDING SUPPLY CO CYLINDER RENTAL	0		02/11/2013	64.50
101-440.000-740.000	OPERATING	GRAINGER COMPRESSOR OIL	0		02/11/2013	30.32
101-440.000-740.000	OPERATING	QUALITY FIRST AID & SAFETY ANTI-BACTERIAL HAND SOAP	0		02/11/2013	66.99
101-440.000-863.000	VEHICLE MA	BADER & SONS CO. MISC PARTS FOR BOBCAT	0		02/11/2013	10.99
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS MECHANIC'S SUPPLIES & SPARK PL	0		02/11/2013	32.28
101-440.000-863.000	VEHICLE MA	BADER & SONS CO. FITTING & SPRAY TIPS FOR TOOLC	0		02/11/2013	138.02
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS HEATER BLOWER MTR RESIST T-5	0		02/11/2013	21.33
101-440.000-863.000	VEHICLE MA	BADER & SONS CO. AIR FILTERS & PTO SHAFT	0		02/11/2013	35.94
101-440.000-863.000	VEHICLE MA	BADER & SONS CO. HYDRAULIC FLUID FOR BACKHOE	0		02/11/2013	101.46

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Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						
Fund: GENERAL FUND						
Dept: DEPT. OF PUBLIC WORKS						
101-440.000-863.000	VEHICLE MA	BLUETARP FINANCIAL, INC. LED WORK FOR MINI EXCAVATOR	0		02/11/2013	328.15
101-440.000-863.000	VEHICLE MA	CARLETON EQUIPMENT COMPANY PARTS & SERVICE MANUELS	0		02/11/2013	304.94
101-440.000-863.000	VEHICLE MA	CYNERGY PRODUCTS 2 WAY RADIO CONV INSTALL	0		02/11/2013	320.70
101-440.000-863.000	VEHICLE MA	FLEETPRIDE TARP SYSTEM FOR SALT TRUCKS	0		02/11/2013	521.67
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS FILTERS FOR BACKHOE	0		02/11/2013	113.32
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS MISC PARTS	0		02/11/2013	6.69
101-440.000-863.000	VEHICLE MA	SHARE CORP. SPRAY GREASE & GLASS CLEANER	0		02/11/2013	171.15
101-440.000-863.000	VEHICLE MA	WOLVERINE TRUCK SALES, INC. MIRROR & DOOR FOR T-8	0		02/11/2013	2,152.52
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS VEHICLE WASH	0		02/11/2013	73.98
101-440.000-931.000	BUILDING M	BECKWAY DOOR GARAGE DOOR REPAIRED	0		02/11/2013	110.00
Total DEPT. OF PUBLIC WORKS						4,650.27
Dept: PARKS AND RECREATION						
101-690.000-801.000	PROFESSION	JOHN'S SANITATION PORTA JOHNS @ PARKS	0		02/11/2013	390.00
101-690.000-930.000	REPAIR MAI	MIRACLE RECREATION EQUIPMENT PARTS FOR PLAYGRND EQUIP	0		02/11/2013	42.00
Total PARKS AND RECREATION						432.00
Dept: HISTORICAL DEPOT						
101-732.000-931.000	BUILDING M	DICK'S ELECTRIC, INC. ELECTRICAL WORK @ DEPOT	0		02/11/2013	55.00
Total HISTORICAL DEPOT						55.00
Fund Total						39,946.52
Fund: MAJOR STREETS						
Dept: TRAFFIC SERVICES						
202-474.000-740.000	OPERATING	HUNT SIGN CO., LTD STREET SIGN	0		02/11/2013	55.60
Total TRAFFIC SERVICES						55.60
Dept: SNOW PLOWING						
202-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		02/11/2013	3,062.46
Total SNOW PLOWING						3,062.46
Fund Total						3,118.06
Fund: LOCAL STREETS						
Dept: SNOW PLOWING						
203-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT	0		02/11/2013	1,649.01
Total SNOW PLOWING						1,649.01
Fund Total						1,649.01
Fund: LAND ACQUISITION						
Dept:						
509-000.000-931.000	BUILDING M	LARRY ZIRKLE ELECTRICAL REPIARS @ RENTAL	0		02/11/2013	600.00
Total						600.00
Fund Total						600.00
Fund: WATER & SEWER						
Dept: WATER / REPAIR						

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Fund: WATER & SEWER						
Dept: WATER / REPAIR						
592-540.000-930.000	REPAIR MAI	EJ USA, INC. HYDRANT REPAIR PARTS	0		02/11/2013	427.56
592-540.000-930.000	REPAIR MAI	ETNA SUPPLY WATER MAIN REPAIR SUPPLIES	0		02/11/2013	340.50
592-540.000-930.000	REPAIR MAI	ETNA SUPPLY WATER MAIN COUPLINGS	0		02/11/2013	62.38
Total WATER / REPAIR						830.44
Dept: WATER						
592-556.000-717.000	AMER. COMM	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	15.49
592-556.000-721.000	UNIFORMS &	PARKSIDE CLEANERS EMBROIDERY FOR UNIFORMS	0		02/11/2013	11.00
592-556.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	13.85
592-556.000-740.000	OPERATING	QUALITY FIRST AID & SAFETY GLOVES & SAFETY EQUIPMENT	0		02/11/2013	114.21
592-556.000-740.000	OPERATING	ARBOR SPRINGS WATER CO., INC. LAB SUPPLIES	0		02/11/2013	13.13
592-556.000-740.000	OPERATING	ELHORN ENGINEERING COMPANY PHOSPHATE	0		02/11/2013	1,805.00
592-556.000-740.000	OPERATING	HACH COMPANY LAB SUPPLIES	0		02/11/2013	50.90
592-556.000-740.000	OPERATING	IDEXX LABORATORIES* LAB SUPPLIES	0		02/11/2013	126.58
592-556.000-740.000	OPERATING	VWR INTERNATIONAL LLC SAFETY EQUIPMENT	0		02/11/2013	56.39
592-556.000-740.000	OPERATING	PEERLESS MIDWEST, INC. SPARE PRESSURE TRANSDUCER	0		02/11/2013	445.42
592-556.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS MECHANIC'S SUPPLIES & SPARK PL	0		02/11/2013	15.20
592-556.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS U-JOINTS FOR W-3	0		02/11/2013	111.17
592-556.000-863.000	VEHICLE MA	HINES PARK FORD, INC. HUB ASSY FOR W-3	0		02/11/2013	172.24
592-556.000-863.000	VEHICLE MA	SHARE CORP. SPRAY GREASE & GLASS CLEANER	0		02/11/2013	80.54
592-556.000-931.000	BUILDING M	PEERLESS MIDWEST, INC. WELL #4 REPAIRS	0		02/11/2013	24,206.88
592-556.000-970.000	CAPITOL IM	BADGER METER INC. 3 " METER HEAD	0		02/11/2013	79.14
Total WATER						27,317.14
Dept: WASTEWATER						
592-557.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	15.49
592-557.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		02/11/2013	13.85
592-557.000-740.000	OPERATING	QUALITY FIRST AID & SAFETY GLOVES & SAFETY EQUIPMENT	0		02/11/2013	114.20
592-557.000-740.000	OPERATING	GRAINGER CAPICITOR TESTER & PHONE CASE	0		02/11/2013	103.74
592-557.000-740.000	OPERATING	ADVANCE AUTO PARTS MISC TOOLS	0		02/11/2013	15.00
592-557.000-740.000	OPERATING	ANN ARBOR WELDING SUPPLY CO CYLINDER RENTAL	0		02/11/2013	21.50
592-557.000-740.000	OPERATING	ARBOR SPRINGS WATER CO., INC. LAB SUPPLIES	0		02/11/2013	13.12
592-557.000-740.000	OPERATING	GRAINGER LIFTING STRAPS & BAR	0		02/11/2013	51.78
592-557.000-740.000	OPERATING	GRAINGER PARTS FOR DRINKING FOUNTAIN	0		02/11/2013	62.22
592-557.000-740.000	OPERATING	HACH COMPANY LABSUPPLIES	0		02/11/2013	196.14
592-557.000-740.000	OPERATING	LIVINGSTON MICROGRAPHICS, LLC GERMICIDAL LIGHTS	0		02/11/2013	1,903.97
592-557.000-740.000	OPERATING	NEPTUNE CHEMICAL PUMP CO. PARTS FOR POLYMER MIXER	0		02/11/2013	189.55
592-557.000-740.000	OPERATING	OVERHEAD DOOR WEST 3 REMOTE OPENERS & SERVICE	0		02/11/2013	151.00

INVOICE APPROVAL LIST BY FUND
CHECKS TO BE APPROVED 2/11/13

Date: 02/07/2013
Time: 9:22am
Page: 5

The City of South Lyon

Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						
Fund: WATER & SEWER						
Dept: WASTEWATER						
592-557.000-740.000	OPERATING	PARAGON LABORATORIES, INC. WW ANALYSIS	0		02/11/2013	165.00
592-557.000-740.000	OPERATING	PROFESSIONAL PUMP INC BLOWER FILTERS	0		02/11/2013	437.02
592-557.000-740.000	OPERATING	QUALITY FIRST AID & SAFETY SAFETY COVERALLS	0		02/11/2013	219.98
592-557.000-740.000	OPERATING	TELEDYNE ISCO, INC. SAMPLER PUMP PARTS	0		02/11/2013	153.03
592-557.000-740.000	OPERATING	USA BLUE BOOK POLYMER INJECTION VALVE	0		02/11/2013	263.68
592-557.000-740.000	OPERATING	VWR INTERNATIONAL LLC SAFETY EQUIPMENT	0		02/11/2013	45.72
592-557.000-740.000	OPERATING	GENERAL CHEMICAL ALUMINUM SULFATE	0		02/11/2013	5,409.59
592-557.000-740.000	OPERATING	HACH COMPANY LAB SUPPLIES	0		02/11/2013	15.89
592-557.000-970.000	CAPITOL IM	BADGER METER INC. 3 " METER HEAD	0		02/11/2013	79.14
Total WASTEWATER						9,640.61
Fund Total						37,788.19
Fund: EQUIPMENT REPLACEMENT						
Dept:						
641-000.000-959.700		CLARK EQUIPMENT CO BOBCAT EXCAVATOR & TRAILER	0		02/11/2013	15,934.00
Total						15,934.00
Fund Total						15,934.00
Grand Total						99,035.78

The above checks have been approved for payment.

Tedd M. Wallace, Mayor

Lisa Deaton, Deputy Clerk/Treasurer

City of South Lyon

For the Period: 7/1/2012 to 1/31/2013

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal % Bud

Fund: 101 - GENERAL FUND

Revenues							
Dept: 000.000							
402.000	REAL PROPERTY TAX	3,299,824.00	3,299,824.00	3,134,526.45	0.00	0.00	165,297.55 95.0
423.000	SOUTH LYON WOODS TAX	920.00	920.00	899.00	75.00	0.00	21.00 97.7
444.000	PAYMENT IN LIEU OF TAXES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00 0.0
446.000	PENALTIES AND INTEREST	27,400.00	27,400.00	8,726.12	0.00	0.00	18,673.88 31.8
451.000	BUILDING PERMITS	52,000.00	52,000.00	50,373.75	4,951.75	0.00	1,626.25 96.9
452.000	HEATING & PLUMB. REFG. PERMIT	0.00	0.00	13,804.70	2,308.00	0.00	-13,804.70 0.0
453.000	ELECTRICAL PERMITS	0.00	0.00	8,600.00	1,595.00	0.00	-8,600.00 0.0
454.000	LICENSES & BUSINESS MISC.	0.00	0.00	2,049.50	285.00	0.00	-2,049.50 0.0
570.000	STATE SHARED REV.	857,540.00	857,540.00	447,667.55	146,536.00	0.00	409,872.45 52.2
600.000	BOARD OF APPEALS	0.00	0.00	1,100.00	0.00	0.00	-1,100.00 0.0
600.100	REZONING FEES	0.00	0.00	700.00	0.00	0.00	-700.00 0.0
630.000	ADMIN FEE PROPERTY TAX	94,000.00	94,000.00	85,016.78	0.00	0.00	8,983.22 90.4
634.000	GRAVE OPENINGS & FOUNDATIONS	30,000.00	30,000.00	20,520.00	3,450.00	0.00	9,480.00 68.4
635.000	W & S ADMIN. CHARGES	0.00	0.00	1,353.12	0.00	0.00	-1,353.12 0.0
642.000	POLICE	0.00	0.00	23,591.94	574.00	0.00	-23,591.94 0.0
661.000	PARKING VIOLATION	6,000.00	6,000.00	2,190.00	770.00	0.00	3,810.00 36.5
662.000	LOCAL COURT FINES	19,000.00	19,000.00	7,600.39	0.00	0.00	11,399.61 40.0
664.000	INTEREST	0.00	0.00	2,883.50	256.79	0.00	-2,883.50 0.0
664.200	PARK AND REC. INTEREST	0.00	0.00	192.28	27.87	0.00	-192.28 0.0
666.000	INTEREST-EQUALIZ.& CONTINGENCY	0.00	0.00	266.36	35.30	0.00	-266.36 0.0
668.200	RENTS AND ROYALTIES-CABLE	88,000.00	88,000.00	13,277.24	0.00	0.00	74,722.76 15.1
668.300	LEASE--ANTENNA	46,000.00	46,000.00	48,664.14	7,743.18	0.00	-2,664.14 105.8
668.400	RENTAL PROPERTIES	9,000.00	9,000.00	5,127.08	732.44	0.00	3,872.92 57.0
698.000	MISCELLANEOUS	201,000.00	201,000.00	75,211.96	5,186.00	0.00	125,788.04 37.4
699.209	TRANSFER IN FROM CEMETERY FUND	109,500.00	109,500.00	0.00	0.00	0.00	109,500.00 0.0
Dept: 000.000		4,843,184.00	4,843,184.00	3,954,341.86	174,526.33	0.00	888,842.14 81.6
Revenues		4,843,184.00	4,843,184.00	3,954,341.86	174,526.33	0.00	888,842.14 81.6

EXPENDITURE REPORT
FINANCIAL REPORT FOR JAN. 2013

Page: 1
2/7/2013
8:45 am

City of South Lyon

For the Period: 7/1/2012 to 1/31/2013

Fund: 101 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
ADMINISTRATION	1,026,400.00	1,026,400.00	712,810.51	117,675.14	0.00	313,589.49	69.4
CEMETERY	109,500.00	109,500.00	46,845.64	2,533.34	0.00	62,654.36	42.8
SENIOR TRANSPORTATION	63,816.00	63,816.00	26,590.00	5,318.00	0.00	37,226.00	41.7
POLICE	2,382,226.00	2,382,226.00	1,312,741.97	199,820.41	0.00	1,069,484.03	55.1
FIRE	466,067.00	466,067.00	317,375.77	105,060.90	0.00	148,691.23	68.1
AMBULANCE	2,575.00	2,575.00	439.70	44.94	0.00	2,135.30	17.1
DEPT. OF PUBLIC WORKS	640,350.00	640,350.00	401,568.83	74,185.89	0.00	238,781.17	62.7
PARKS AND RECREATION	133,725.00	133,725.00	63,624.95	7,962.21	0.00	70,100.05	47.6
HISTORICAL DEPOT	27,200.00	27,200.00	13,975.16	3,368.31	0.00	13,224.84	51.4
Expenditures	4,851,859.00	4,851,859.00	2,895,972.53	515,969.14	0.00	1,955,886.47	59.7

City of South Lyon

For the Period: 7/1/2012 to 1/31/2013

Fund: 202 - MAJOR STREETS

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
ACCOUNTANT	3,200.00	3,200.00	2,800.00	0.00	0.00	400.00	87.5
STREET-ROUTINE MAINT.	175,310.00	175,310.00	71,195.48	5,897.37	0.00	104,114.52	40.6
TRAFFIC SERVICES	14,800.00	14,800.00	3,868.31	306.20	0.00	10,931.69	26.1
SNOW PLOWING	77,850.00	77,850.00	14,050.55	12,708.17	0.00	63,799.45	18.0
SNOW REMOVAL	3,700.00	3,700.00	78.21	0.00	0.00	3,621.79	2.1
TRANSFER BETWEEN FUNDS	90,000.00	90,000.00	90,000.00	0.00	0.00	0.00	100.0
STORM SEWER	7,500.00	7,500.00	2,365.39	205.70	0.00	5,134.61	31.5
Expenditures	372,360.00	372,360.00	184,357.94	19,117.44	0.00	188,002.06	49.5

Fund: 203 - LOCAL STREETS

Expenditures

ACCOUNTANT	3,200.00	3,200.00	2,800.00	0.00	0.00	400.00	87.5
CONSTRUCTION	0.00	106,900.00	247,084.86	215.39	0.00	-140,184.86	231.1
STREET-ROUTINE MAINT.	154,347.00	154,347.00	72,040.77	5,911.36	0.00	82,306.23	46.7
TRAFFIC SERVICES	7,000.00	7,000.00	673.00	0.00	0.00	6,327.00	9.6
SNOW PLOWING	72,650.00	72,650.00	10,915.25	9,572.87	0.00	61,734.75	15.0
STORM SEWER	13,700.00	13,700.00	3,899.15	205.69	0.00	9,800.85	28.5
Expenditures	250,897.00	357,797.00	337,413.03	15,905.31	0.00	20,383.97	94.3

EXPENDITURE REPORT
FINANCIAL REPORT FOR JAN. 2013

Page: 1
2/7/2013
8:45 am

City of South Lyon

For the Period: 7/1/2012 to 1/31/2013

Fund: 592 - WATER & SEWER

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
WATER/SEWER CONSTRUCTION	0.00	0.00	61,250.00	0.00	0.00	-61,250.00	0.0
WATER / REPAIR	146,600.00	146,600.00	42,437.16	3,050.64	0.00	104,162.84	28.9
SEWER / REPAIR	120,294.00	120,294.00	33,750.33	3,902.80	0.00	86,543.67	28.1
REFUSE COLLECTION	480,000.00	480,000.00	280,174.29	40,116.68	0.00	199,825.71	58.4
WATER	921,790.00	921,790.00	962,438.09	85,129.22	0.00	-40,648.09	104.4
WASTEWATER	1,092,285.00	1,092,285.00	992,417.29	77,844.27	0.00	99,867.71	90.9
Expenditures	2,760,969.00	2,760,969.00	2,372,467.16	210,043.61	0.00	388,501.84	85.9

AGENDA NOTE

Old Business: Item #1

MEETING DATE: February 11, 2013

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Second Reading - Ordinance Amendment (Sec. 58-243)

EXPLANATION OF TOPIC: State and federal courts have ruled that it is unconstitutional to require a minor suspected of alcohol consumption to submit to a breath test without a search warrant. The proposed amendment to Chapter 58-243 (5) would remove language that renders the ordinance unconstitutional on its face. The only change that has been made to this document from the first reading is that the signature page has the Mayor Pro Tem's name on it rather than the Mayor's because the Mayor is out of town.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: letter of explanation from City Prosecutor Charles Snell, proposed ord. 58-243 (5) – “red-lined” copy; “clean” copy of proposed ordinance.

POSSIBLE COURSES OF ACTION: Approve/do not approve the proposed amendment to Chapter 58-243 (5) of the South Lyon City Code.

RECOMMENDATION: Approve the proposed amendment to Chapter 58-243 (5) of the South Lyon City Code.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Second Reading of the amendment to Chapter 58-243 (5) of the South Lyon City Code.

02/11/13



JOHNSON ROSATI SCHULTZ JOPPICH PC

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

Charles D. Snell
csnell@jrsjlaw.com

www.johnsonrosati.com

January 3, 2013

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

RE: Minor in Possession Ordinance
Section 58.243(5)

Dear Chief Collins:

On September 10, 2009, the Michigan Court of Appeals issued a published opinion in the case of *People of the City of Troy v Chowdhury*, Case No. 288696. In that case, a number of minors were allegedly drinking alcohol at a house party. The officer proceeded to administer preliminary breath tests to the minors. The result of defendant's preliminary breath test was .025%. The defendant was charged under city ordinance with Minor in Possession.

The City of Troy ordinance at issue in the case reads that "A peace officer who has reasonable cause to believe a person less than the age of 21 years of age has consumed alcoholic beverages may require the person to submit to a preliminary chemical breath analysis."

The defendant moved to suppress the results of the preliminary breath test. Defendant argued that the ordinance was unconstitutional because it allowed a police officer to perform a warrantless search, and that no exception to the search warrant requirement applied.

In support of their position, defendant cited two cases in which the United States District Court for the Eastern District of Michigan had ruled that a similarly worded state statute was unconstitutional. See, *Spencer v Bay City*, 292 F. Supp. 2d 932 (ED Mich, 2003); *Platte v Thomas Township*, 504 F. Supp. 2d 227 (ED Mich, 2007).

The City of Troy argued that the federal case law relied on by the district court and circuit court failed to adequately address the "special needs" exception to the search warrant requirement. The City contended that the "special needs" exception should be applied in this case because there is a compelling state interest in protecting minors from the dangers of alcohol abuse and in protecting the public from potential consequences of alcohol abuse by minors.

January 3, 2013
Page 2

The Court of Appeals ruled that "the decision in *Spencer* and *Platte* are well-reasoned and consistent with existing Fourth Amendment law." The Court concluded that the Troy Ordinance was unconstitutional on its face.

As to the "special needs" exception, the Court agreed with the *Spencer* Court that "there is nothing special in the need of law enforcement to detect evidence of ordinary criminal wrongdoing and that reasonableness generally requires the obtaining of a judicial warrant." Therefore, the "special needs" exception to the search warrant requirement was not applicable.

I know the Department has been in compliance with the *Spencer* and *Platte* federal court decisions. In light of the Court of Appeals decision, it may be time to address a minor wording change in our Ordinance, particularly Section 58-243(5).

Enclosed is a copy of an amendment to our Ordinance. The wording has been adopted in other communities that we represent and would amend the language that made the ordinance unconstitutional on its face.

I look forward to hearing your thoughts on this issue.

Sincerely yours,

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



Charles D. Snell

CDS:jah
Enclosure

cc: Timothy Wilhelm, Esq.

ORDINANCE NO. __-13

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND PARAGRAPH 5 OF
SECTION 58-243, "PENALTIES, SANCTIONS, SUBMISSION
TO PRELIMINARY CHEMICAL BREATH ANALYSIS," OF THE
CITY OF SOUTH LYON CODE OF ORDINANCES,
CHAPTER 58, "OFFENSES AND MISCELLANEOUS
PROVISIONS," ARTICLE V, "OFFENSES INVOLVING
MINORS," DIVISION 2, "ALCOHOLIC BEVERAGES"

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment of Section 58-243. Article V, "Offenses Involving Minors," Chapter 58, "Offenses and Miscellaneous Provisions," of the City of South Lyon Code of Ordinances is amended to amend paragraph 5 of Section 58-243, "Penalties, Sanctions, Submission to Preliminary Chemical Breath Analysis," to read as follows:

Sec. 58-243. Offenses Involving Minors

* * *

5. A peace officer who has reasonable cause to believe a minor has consumed alcoholic liquor or has any bodily alcohol content may ~~require~~ request the person to submit to a preliminary chemical breath analysis. A peace officer may arrest a person based in whole or in part upon the results of a preliminary chemical breath analysis. The results of a preliminary chemical breath analysis or other acceptable blood alcohol test are admissible in a criminal prosecution to determine whether the minor has consumed or possessed alcoholic liquor or had any bodily alcohol content. ~~A minor who refuses to submit to a preliminary chemical breath test analysis as required in this subsection is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$100.00.~~

PART II. Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART III. Savings Clause. The amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the South Lyon Code of Ordinances set forth in this Ordinance.

PART IV. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART V. Effective Date: Publication. The provisions of this Ordinance shall become effective fifteen (15) days after its adoption and shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City, stating the date of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this Ordinance and such other facts as the Clerk shall deem pertinent, and that a copy of the Ordinance is available for public use and inspection at the office of the City Clerk.

Made, Passed and Adopted by the South Lyon City Council this ____ day of _____, 2013.

Tedd M. Wallace, Mayor

Lisa Deaton, Deputy City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the ____ day of _____, 2013.

Lisa Deaton, Deputy City Clerk

Adopted:
Published:
Effective:

ORDINANCE NO. __-13

**CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN**

AN ORDINANCE TO AMEND PARAGRAPH 5 OF SECTION 58-243, "PENALTIES, SANCTIONS, SUBMISSION TO PRELIMINARY CHEMICAL BREATH ANALYSIS," OF THE CITY OF SOUTH LYON CODE OF ORDINANCES, CHAPTER 58, "OFFENSES AND MISCELLANEOUS PROVISIONS," ARTICLE V, "OFFENSES INVOLVING MINORS," DIVISION 2, "ALCOHOLIC BEVERAGES"

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment of Section 58-243. Article V, "Offenses Involving Minors," Chapter 58, "Offenses and Miscellaneous Provisions," of the City of South Lyon Code of Ordinances is amended to amend paragraph 5 of Section 58-243, "Penalties, Sanctions, Submission to Preliminary Chemical Breath Analysis," to read as follows:

Sec. 58-243. Offenses Involving Minors

* * *

5. A peace officer who has reasonable cause to believe a minor has consumed alcoholic liquor or has any bodily alcohol content may request the person to submit to a preliminary chemical breath analysis. A peace officer may arrest a person based in whole or in part upon the results of a preliminary chemical breath analysis. The results of a preliminary chemical breath analysis or other acceptable blood alcohol test are admissible in a criminal prosecution to determine whether the minor has consumed or possessed alcoholic liquor or had any bodily alcohol content.

PART II. Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART III. Savings Clause. The amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the South Lyon Code of Ordinances set forth in this Ordinance.

PART IV. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART V. Effective Date: Publication. The provisions of this Ordinance shall become effective fifteen (15) days after its adoption and shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City, stating the date

of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this Ordinance and such other facts as the Clerk shall deem pertinent, and that a copy of the Ordinance is available for public use and inspection at the office of the City Clerk.

Made, Passed and Adopted by the South Lyon City Council this ____ day of _____, 2013.

Harvey Wedell, Mayor Pro Tem

Lisa Deaton, Deputy City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the ____ day of _____, 2013.

Lisa Deaton, Deputy City Clerk

Adopted:
Published:
Effective:

AGENDA NOTE

New Business: Item #1

MEETING DATE: February 11, 2013

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Contract for Solid Waste Removal

EXPLANATION OF TOPIC: Our current contract with Duncan Disposal will expire on June 30, 2013 after five years. The current contract contains a provision to extend the contract under the existing terms and conditions for a period of three years. Duncan is also offering an option of a five year contract that holds the price for the first year to what we are currently paying this year.

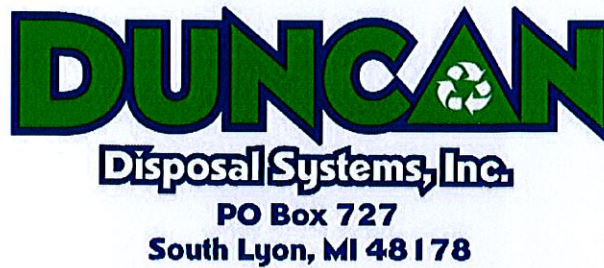
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Contract with options from Duncan Disposal and a memo with statistical information from Mike Csapo, General Manager, RRRASOC.

POSSIBLE COURSES OF ACTION: Approve/do not approve one of the options proposed by Duncan Disposal.

RECOMMENDATION: Approve the proposed five year option with Duncan Disposal.

SUGGESTED MOTION(s):

Motion by _____, supported by _____
to approve the five year contract with Duncan Disposal Systems, Inc. as proposed.



January 25, 2013

City of South Lyon
335 Warren
South Lyon, MI 48178

Dear David,

It has been a pleasure having the opportunity to service the beautiful City of South Lyon over the last five years. It gives up great joy to have the privilege of building relationships with our neighbors and fellow residents.

As you know our current contract for solid waste, recycling and compost removal is set to expire on June 30th, 2013. We would like to continue our wonderful relationship with the City under one of the following proposals:

- Option 1- Execute the 3 year extension in the existing contract
- Option 2- Execute a new 5 year contract with a 3 year extension option

If Option 2 is selected we would hold the 2012/2013 pricing firm for 2013/2014 a savings of \$14,000 in the first year alone!

Again we would like to thank the City and their officials for giving us the opportunity to provide such a vital service for their residents. We are confident that we have provided a quality service at a competitive rate and we hope to continue doing so for years to come.

Sincerely,

Tom, Scott and Randy Duncan



RRRASOC

20000 W. 8 Mile Rd., Southfield, MI 48075-5708

Office: 248.208.2270 Fax: 248.208.2273

Website: www.RRRASOC.org

January 25, 2013

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

Dear David:

I am in receipt of the contract extension proposal from the City's solid waste contractor, Duncan Disposal Systems, Inc. The following is my review of the proposal.

The current contract was awarded by the City Council on February 25, 2008 and went into effect on July 1, 2008. That contract was awarded based on the company's qualifications, history of service in South Lyon, and their proposal price, which was the lowest among the five firms that responded to a request for proposals issued by RRRASOC on behalf of the City. The next lowest respondent was more than fifteen percent higher.

As indicated in the letter from Duncan Disposal, the current contract, which expires June 30, 2013, contains a provision to extend the contract under existing terms and conditions for a period of three years. Alternately, the City could execute the proposed five-year option and achieve cost savings.

To put the issue in a broader context, I've attached some information from a benchmark study conducted by RRRASOC in 2012. In that study, we found the City of South Lyon's budgeted sanitation expenditures to be among the lowest in the Detroit metropolitan region. The attached graphics show how the City's solid waste or sanitation expenditures compare to other municipalities in the region. As you can see, whether calculated on a per household or per capita basis, the City's expenditures compare very favorably.

Similarly, the unit costs associated with the Duncan contract compare very favorably to peer communities. Not only are the unit costs the lowest among the RRRASOC communities, but, as shown by the attached graph, they are well below the average and median for the metropolitan region.

Member Communities

•Farmington •Farmington Hills •Novi •South Lyon •Southfield •Walled Lake •Wixom

As such, the proposal from Duncan Disposal offers the City an opportunity to retain those low prices while continuing with the high quality service for which the company has a reputation.

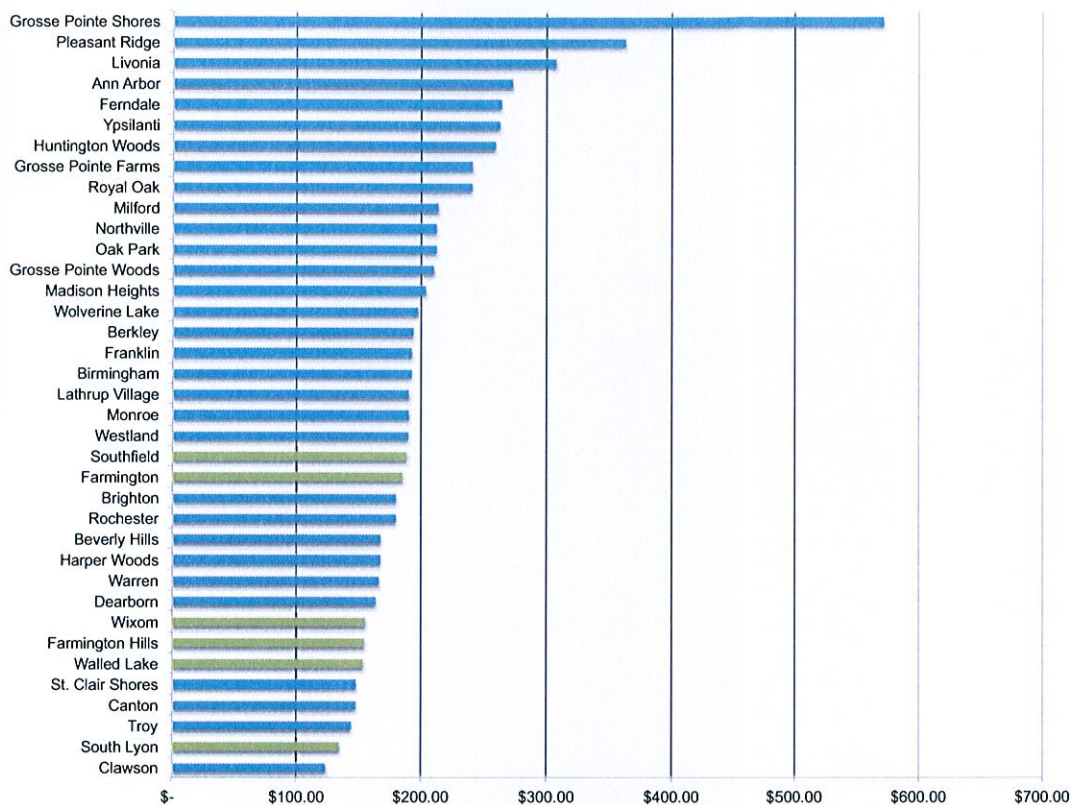
Please let me know if you have any questions or if I can be of further assistance on this matter.

Sincerely,

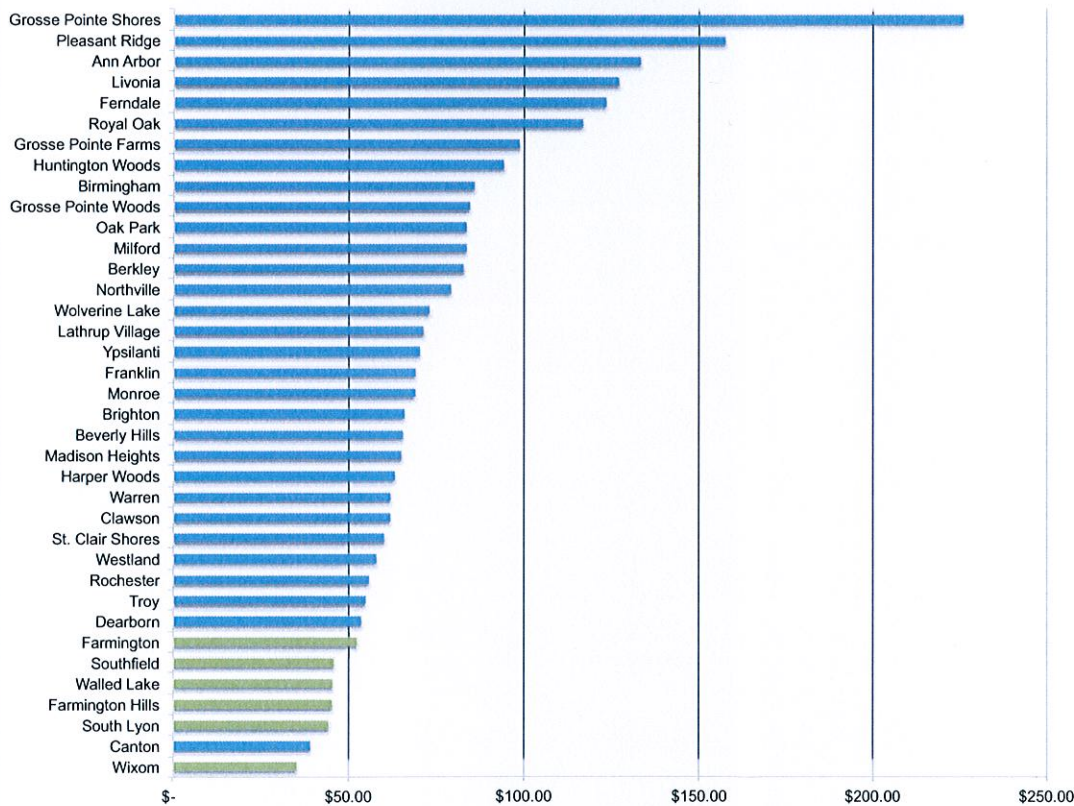
Michael J. Csapo

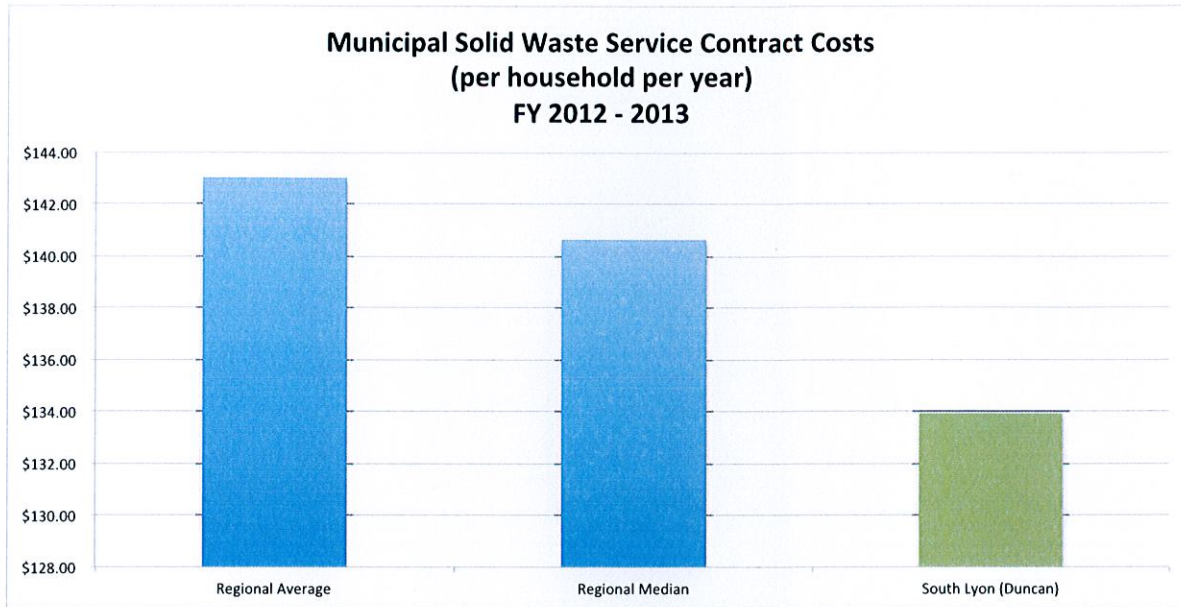
Michael J. Csapo
General Manager
RRRASOC

Budgeted Municipal Solid Waste Expenditures Per Household FY 2012 - 2013



Budgeted Municipal Solid Waste Expenditures Per Capita FY 2012 - 2013





AGENDA NOTE

New Business: Item #2

MEETING DATE: February 11, 2013

PERSON PLACING ITEM ON AGENDA: Debbie Nogle and Farmers Market Committee

AGENDA TOPIC: Farmer's Market

EXPLANATION OF TOPIC: The Farmers Market Committee is requesting Veteran's parking lot and the parking lot off Pontiac Trail, North of W. Liberty Street to be used by the Farmers Market. The Farmers Market will be held on Saturdays from 9:00 am to 2:00 pm beginning May 4, 2013 through October 26, 2013.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Map of the proposed use of Veteran's parking lot and the parking lot off Pontiac Trail, North of W. Liberty Street and signature sheets supporting the proposed use by adjacent business owners.

POSSIBLE COURSES OF ACTION: Approve/do not approve use of the Veteran's parking lot and the parking lot off Pontiac Trail, North of W. Liberty Street.

RECOMMENDATION: Approve the use of Veteran's parking lot and the parking lot off Pontiac Trail, North of W. Liberty Street.

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve the use of the Veteran's parking lot and the parking lot off Pontiac Trail, North of W. Liberty Street beginning May 4, 2013 through October 26, 2013.



January 10, 2013

Dear Business Owner

It's that time of year again and we are very excited to announce that the Farmers and Artisans Market will be on Saturdays beginning **May 4, 2013** to **October 26, 2013**. The hours of operation will be 9am to 2pm. However, we will need to use the parking lots adjacent to your building. The lot closure approval is necessary so that the market can maintain its current location and expand into the additional parking lot South of West Liberty Street.

Please sign below approving the Farmers Market the use of parking lots North and South of West Liberty Street.

Thank you very much for supporting this community event.

Bill Stefanovic
Name of Representative / Owner

[Signature]
Signature of Representative/Owner

South Lyon Village Bakery
Business Name

222 S. Lafayette
Business Address



January 10, 2013

Dear Business Owner

It's that time of year again and we are very excited to announce that the Farmers and Artisans Market will be on Saturdays beginning **May 4, 2013** to **October 26, 2013**. The hours of operation will be 9am to 2pm. However, we will need to use the parking lots adjacent to your building. The lot closure approval is necessary so that the market can maintain its current location and expand into the additional parking lot South of West Liberty Street.

Please sign below approving the Farmers Market the use of parking lots North and South of West Liberty Street.

Thank you very much for supporting this community event.

David Grimes

Name of Representative / Owner

David Grimes

Signature of Representative/Owner

Quality Insurance
Business Name

214 S. Lafayette
Business Address



January 10, 2013

Dear Business Owner

It's that time of year again and we are very excited to announce that the Farmers and Artisans Market will be on Saturdays beginning **May 4, 2013** to **October 26, 2013**. The hours of operation will be 9am to 2pm. However, we will need to use the parking lots adjacent to your building. The lot closure approval is necessary so that the market can maintain its current location and expand into the additional parking lot South of West Liberty Street.

Please sign below approving the Farmers Market the use of parking lots North and South of West Liberty Street.

Thank you very much for supporting this community event.

Adam Lavery
Name of Representative / Owner

[Signature]
Signature of Representative/Owner

South Lyon IGA / Sweetwater
Business Name

106 S. Lafayette
Business Address

AGENDA NOTE

New Business: Item #3

MEETING DATE: February 11, 2013

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Contract with CSX Railroad

EXPLANATION OF TOPIC: As part of the DWRP water main project the City will be replacing water mains that go under the two railroad crossings. CSX has given us a contract that needs to be approved by the City that would allow the water mains to be replaced. Tim Wilhelm and I have discussed the legal ramifications of entering into this agreement and Tim is not recommending any changes.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Contract between CSX Railroad and the City of South Lyon.

POSSIBLE COURSES OF ACTION: Approve/do not approve the proposed contract between CSX Railroad and the City of South Lyon.

RECOMMENDATION: Approve the proposed contract between CSX Railroad and the City of South Lyon as presented.

SUGGESTED MOTION(s): Motion by _____, supported by _____ to approve the proposed contract between CSX Railroad and the City of South Lyon as presented.

Agreement Checklist

Please perform the following when executing the attached instrument:

- X Sign the signature page in order to execute the agreement. Once of the following should apply.

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President, or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. **(Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.)** If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. **(Municipal Corporation, furnish copy of such Resolution.)**

If the Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

- X NAME(S) and TITLE (S) of person (s) executing the agreement must be typed or printed in ink directly beneath signature (s).
- X Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax identification Number is required.
- X Furnish Certificate of Insurance which states "CSX Transportation, Inc. as additional insured in the Description Box on the certificate, which is required under the INSURANCE Article, Certificate Holder address should be as follows:

CSX Transportation
Speed Code J180
500 Water Street,
Jacksonville FL 32202.

Questions regarding the insurance requirements should be directed to this office for handling.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of October 23, 2012, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF SOUTH LYON, a municipal corporation, political subdivision or state agency, under the laws of the State of Michigan, whose mailing address is 335 South Warren Avenue, South Lyon, Michigan 48178, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near South Lyon, Oakland County, Michigan, Chicago Division, Plymouth Subdivision, Valuation Station 1694+91, Milepost CH-36.46, Latitude N42:27:50.50, Longitude W83:39:05.95;
2. One (1) existing four inch (4") diameter sub-grade pipeline crossing to be capped and discontinued, solely for the conveyance of potable water, located at or near South Lyon, Oakland County, Michigan, Chicago Division, Plymouth Subdivision, Valuation Station 1694+91, Milepost CH-36.46, Latitude N42:27:50.50, Longitude W83:39:05.95;

hereinafter, collectively, called the "Encroachment," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

- (A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;
- (B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and
- (C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Facility Application Form and plan(s).

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations,

requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensors, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensors in a manner satisfactory to Licensors, and (c) reimburse Licensors any loss, cost or expense of Licensors resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensors at least thirty (30) days written notice before doing any work on Licensors's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensors's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensors's web site, via web link:
http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensors's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensors needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 248-941-1052.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensors at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensors's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF SOUTH LYON

By: _____

Who, by the execution hereof, affirms that he/she has
the authority to do so and to bind the Licensee to the
terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF SOUTH LYON

By: _____

Who, by the execution hereof, affirms that he/she has
the authority to do so and to bind the Licensee to the
terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



Print Form

Reset Form

Mail To: CSX Transportation, Inc.
ATTN: Corridor Occupancy Services
500 Water Street, J-180
Jacksonville, FL 32202

FORM CSXT #A01 03/30/09

Page 1 of 2

Submittal Must Include Drawing(s) and Review Fee(s)

APPLICATION FOR FACILITY/UTILITY INSTALLATIONS

Application Date: Jul 31, 2012

CSXT File/Agreement Number: CSX 729028

SECTION 1: FACILITY OWNER INFORMATION TO BE COMPLETED BY APPLICANT

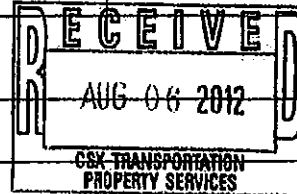
Owner/Legal Company Identification (required)

Owner's Complete Legal Company Name:	CITY OF SOUTH LYON		
Legal Address (1):	335 SOUTH WARREN AVENUE		
Legal Address (2):			
City:	SOUTH LYON	State:	MI Zip: 48178
Business Type:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> General Partnership		
State of Incorporation:	Other Business Type - Describe:		

Billing Address

☒ (Check box if same as above); if not, please complete below.

Billing Address (1):			
Billing Address (2):			
City:		State:	Zip:



Owner Contact Information

Contact Name:	DAVID M. MURPHY		Contact Title:	CITY MANAGER
Office Phone:	(248) 437-1735	Ext.:	Mobile Phone:	(248) 941-1052
Email:	dmurphy@southlyonmi.org		Emergency Phone:	

SECTION 2: PROJECT CONTACT INFORMATION TO BE COMPLETED BY APPLICANT

☐ Check here if address is the same as legal address above.

☒ If not the same as above, check here if agreement should be mailed to this address.

Project Engineer/Consultant/Agent Information

Engineer/Consultant/Agent Company Name:	HUBBELL, ROTH & CLARK, INC.			CSX Real Estate Engineering Engineering Design Approved By: <u>[Signature]</u> Date: <u>9/24/2012</u>
Contact Name:	TIM KNIGA, P.E.			
Mailing Address:	50 CHERRY STREET			
City:	MT. CLEMENS	State:	MI	Zip: 48043
Office Phone:	(588) 669-5009		Mobile Phone:	(248) 635-3321
Email:	tkniga@hrc-engr.com			

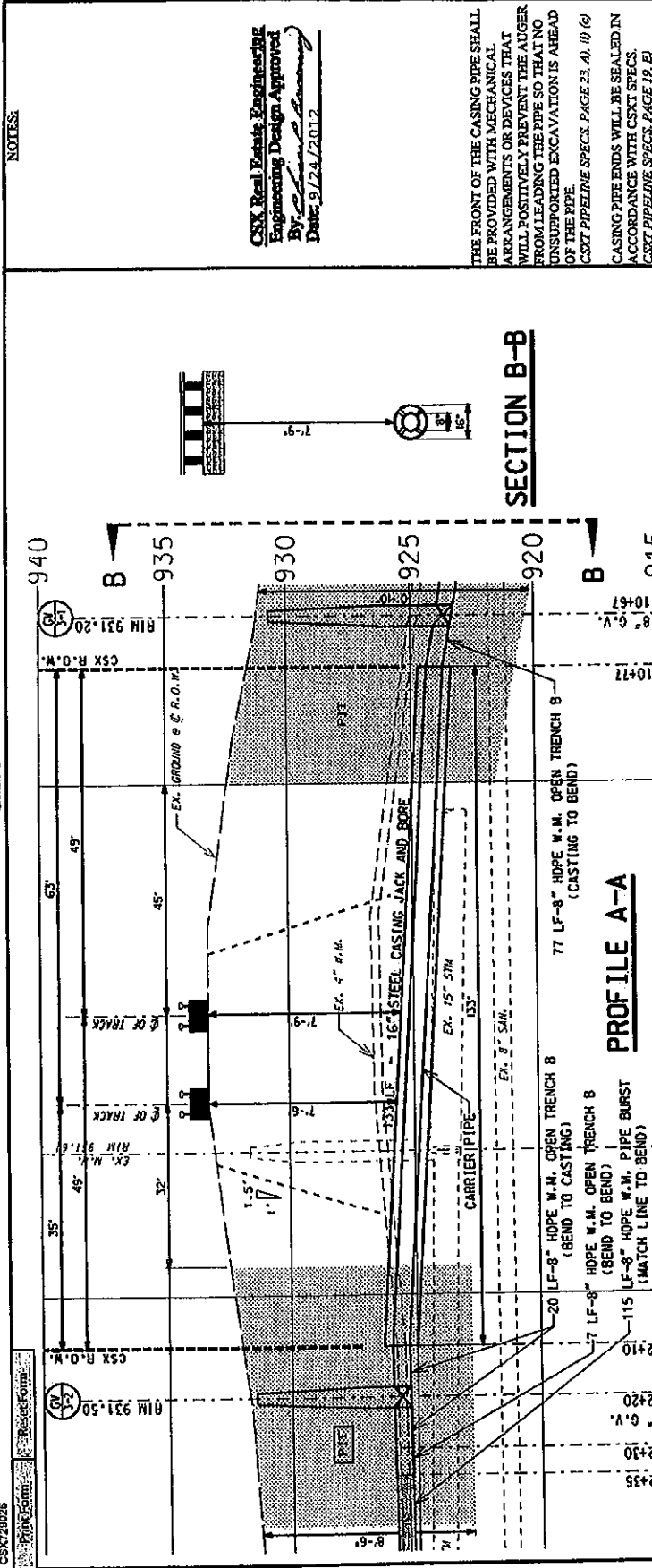


Application for Facility/Utility Installation

FORM CSXT #A01 03/30/09

Page 2 of 2

SECTION 3: PROJECT INFORMATION/LOCATION		TO BE COMPLETED BY APPLICANT
Project Reference:		
Is this covered by an existing CSX permit/agreement or master agreement:		
<input type="checkbox"/> Yes	Provide Agreement # and/or date:	
<input checked="" type="checkbox"/> No		
Is this project related to another transaction/project with CSX:		
<input type="checkbox"/> Yes	Describe:	
<input checked="" type="checkbox"/> No		
Provide utility owner project reference number:		
Project Scope		
Check box to indicate type of installation request:		
<input type="checkbox"/> New Installation Request		
<input checked="" type="checkbox"/> Upgrade/Replacement/Relocation of Existing Facilities		
Will proposed installation connect to an existing facility within railroad corridor:		
<input type="checkbox"/> Yes Provide name of connecting facility owner:		
<input checked="" type="checkbox"/> No		
Check all boxes that apply to indicate type of installation request:		<u>CSX Real Estate Engineering</u> <u>Engineering Design Approved</u> By: <u>Charles P. Manning</u> Date: <u>9/24/2012</u>
<input checked="" type="checkbox"/> Sub-grade		
<input type="checkbox"/> Aerial		
If "Sub-grade," check all boxes that apply to indicate proposed method of installation:		
<input checked="" type="checkbox"/> Jack & Bore		
<input type="checkbox"/> Horizontal Directional Drill		
<input type="checkbox"/> Other Describe:		
Project Description		
Description / Scope (Include: purpose, scope of work, materials, equipment, geographic features, special conditions):		
<p>The overall project will consist of upsizing/replacing the existing water mains, water services and fire hydrants located within existing road right-of-way. Construction of approximately 26,200' of 8" HDPE water main will be completed through the use of trenchless technologies including pipe bursting, horizontal directional drilling methods to minimize project impacts. Localized removal and replacement of existing concrete sidewalks, curbing, approaches, landscaping and bituminous pavement is anticipated in association with installation and connection of new water services, water valves, fire hydrants and intersecting water mains.</p> <p>Installation of the new water mains beneath the existing railroad tracks will be completed through the use of a jack and bore extending the width of the existing railroad right-of-way.</p>		
Project Location		
City: SOUTH LYON	County: OAKLAND	State: Michigan
Will facility installation be located entirely within public road right-of-way:		
<input checked="" type="checkbox"/> Yes Provide AAR/DOT Crossing Inventory Number of Road (posted at crossing): 234328C		
<input type="checkbox"/> No		



PIPELINE CONTENT DETAILS	
Commodity Description:	Potable Water
Maximum Operating Pressure:	80 psi
Is Commodity Flammable:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CARRIER/CASING PIPE DETAILS	
Carrier Pipe	Ductile Iron
Casing Pipe	Steel
ANSI/AWWA C151	ASTM A53 Type F GR B
Material Specifications & Grade:	35,000 psi
Specified Minimum Yield Strength:	16.00
Nominal Size Outside Diameter (inches):	9.05
Wall Thickness (inches):	0.375
Type of Seam:	Welded
Type of Joints:	Push on
Tunnel Liner Plates Required:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Cathodic Protection:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Protective Coating:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Temp. Track Support or Rip-Rap Req.:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Must Describe & Show on Drawing	

CSX Pipeline Spec. Reference

Page 13, C1 & 17, D1

Page 13, C1 & 17, D1

Page 13, C1 & 17, D1

Page 14, (b), (d)

Page 13, C1 & 17, D1

Page 13, C1 & 17, D1

Page 16, v

Additional Notes/Information:

Location: Lafayette (Pontiac Trail), South Lyon, MI

Latitude: 42 27 51.50 N

Longitude: 83 39 45.95 W

Drawing No.: 29

Drawing Date: Jun 4, 2010

Last Revised: Jun 14, 2012

Sheet 29 of 76

Drawing Scale: V 1 Inches = 4 Feet

Drawing Scale: H 1 Inches = 20 Feet

HUBBELL, ROTH & CLARK, INC.
Consulting Engineers