

# **Regular City Council Meeting**

**August 11, 2014**

## **Agenda**

**7:30 p.m.**      **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Approval of Minutes: July 28, 2014**  
**Approval of Bills**  
**Approval of Agenda**  
**Public Comment**

### **I.      Old Business**

1. Resignations:
  - a. Resignation of Gary Fagin from the Downtown Development Authority Board
2. Consider approval of revised rental contract for the Historic Village Chapel and Gazebo
3. Consider approval of agreement for Independent Contractor to act as the Historic Village Chapel facilities coordinator.

### **II.     New Business**

1. Consider request for street closure for the Witch's Hat Fall Run from 8:30 am to 11 am on September 6, 2014
2. Consider approval of the negotiated contract between the City of South Lyon and the American Federation of State, County and Municipal Employees, (AFSCME) for the period of July 1, 2014 through June 30, 2017

### **III.    Manager's Report**

### **IV.    Council Comments**

### **V.     Adjournment**

CITY OF SOUTH LYON  
REGULAR CITY COUNCIL MEETING  
July 28, 2014

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

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

PRESENT: Mayor Wallace

Council Members: Dixon, Kivell, Kramer, **Kopkowski**, Rzyzi, and Wedell

Also Present: City Manager **Ladner**, Chief **Collins**,  
Department **Head** Martin, Chief **Collins**, Attorney Johnson and  
Clerk/Treasurer Deaton

MINUTES

CM 7-1-14 MOTION TO APPROVE MINUTES

Motion by **Kramer**, supported by **Wedell**

Motion to **approve minutes** as presented

VOTE:

**MOTION CARRIED UNANIMOUSLY**

BILLS

Councilman **Wedell** stated the **revenue report** was not in the last packet. He would like the comparison of the **revenue compared** to expenditures to account for the \$93,000 that was used from the General Fund. During the really hard times we were able to add to the fund balance and he doesn't understand **why** when things are getting better we had to take that much from fund balance. He further **stated** he would like that corrected in the future.

CM 7-2-14 MOTION TO APPROVE THE BILLS

Motion by **Wedell**, supported by **Kopkowski**

Motion to **approve the bills** as presented

VOTE:

**MOTION CARRIED UNANIMOUSLY**

7/28/14

## AGENDA

City Manager Ladner stated she would like to add the agreement we have with the South Lyon Schools regarding the Senior Center. She stated we could add this as item #6 under New Business. City Manager Ladner stated the Council packet includes references for Anne Levy for the Cultural Arts Commission.

### CM 7-3-14 MOTION TO APPROVE AGENDA

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

VOTE: MOTION CARRIED UNANIMOUSLY

### PUBLIC COMMENT

Carl Richards of 690 Lennox stated the **Cable Commission** **voted** to have Rich Perry as Chairman, and Amber King as Secretary and Vice Chairperson. **He** stated **they** have decided to meet once a month. Mr. Richards **stated the** Active Faith golf fundraiser was very successful.

### OLD BUSINESS

1. Resignations/Appointments:
  - a. Confirm **appointment** of Anne Levy to the Cultural Arts Commission

### CM 7-4-14 MOTION TO APPROVE THE APPOINTMENT OF ANNE LEVY

Motion by Wedell, supported by Rzyi  
Motion to approve the **appointment** of Anne Levy to the Cultural Arts Commission

VOTE: MOTION CARRIED UNANIMOUSLY

2. Second Reading of ordinance amending Section 62-31 of the Code of Ordinances- Parks and Recreation

Mayor Wallace stated this is for the expansion of the Parks and Recreation Commission from 6 to 7 members. City Manager Ladner stated there have been no changes since the first reading.

CM 7-5-14 MOTION TO APPROVE THE SECOND READING OF ORDINANCE 04-14

Motion by Kramer, supported by Kivell

Motion to approve the second reading of Ordinance 04-14 amending section 62-31 of The Code of Ordinances to increase the number of members of the Parks and Recreation Commission from 6 to 7 members, and to eliminate the City Manager as an ex officio member, and to provide for the length of terms of office

VOTE: MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Consider approval of resolution related to the issuance and use of City Credit Card to the City Manager.

City Manager Ladner stated the City Attorney has given us a resolution for the use of a City Credit Card. The use would be for purchasing online, or travel expenses for training. All receipts will have to be reconciled with the bookkeeper. The bill will be mailed to City Hall and the bills will be part of the monthly financials for Council. Councilman Wedell stated the City is tax exempt, how will the credit card affect that. City Manager Ladner stated the City's purchases will still be tax exempt. Councilman Kramer stated he has spoken with Attorney Wilhelm regarding the appropriate checks and balances being in place.

CM 7-6-14 MOTION TO APPROVE CREDIT CARD RESOLUTION

Motion by Kopkowski, supported by Rzyzi

Motion to approve the issuance and use of a credit card issued to the City Manager for Use on approved city expenditures as outlined by the State Statute

VOTE: MOTION CARRIED UNANIMOUSLY

2. Consider approval of attendance at ICMA conference in Charlotte, NC by City Manager per contact and to act as presenter at conference

City Manager Ladner stated she is part of the graduating class of 2014 and the class will graduate at the Conference this fall. She stated this is a two year leadership program which has 14 people included. They broke up into teams and worked with different communities and now they will present their findings at the conference. She stated she does not attend this yearly.

City Manager Ladner stated it is a great program and she has learned a lot. The opportunity to work with other communities has given her ideas she would like to implement in our community. Councilman Kramer asked what the City will be responsible to pay for. City Manager Ladner stated the meals are included; the City will pay for airfare and conference expense.

CM 7-7-14 MOTION TO APPROVE ATTENDANCE AT THE ICMA CONFERENCE FOR CITY MANAGER LADNER

Motion by Kivell, supported by Kopkowski

Motion to approve the attendance at the ICMA conference in September 2014 as outlined in contract for professional development and to act as a presenter representing the City of South Lyon

VOTE: MOTION CARRIED UNANIMOUSLY

3. Consider of approval for **zero turn** mower as **budgeted** in the 2014-2015 FY budget

Department Head Martin stated they would like to **add** this **mower** to their fleet. Normally they purchase John Deere **mowers**, **but** there are **a couple of guys** in the department that have a lot of experience in lawn **mowing**, **and** they **suggested** we purchase this machine instead. He further stated there isn't much difference in **price**, but this company is offering free delivery and setup, and free blades. They **also will** replace this mower with another one if it needs work within the **first year**. They will **also** purchase an ultra vac dump bag that will keep from leaving debris **on** the grass.

CM 7-8-14 MOTION TO APPROVE THE PURCHASE OF EXMARK ZERO TURN MOWER

Motion by Rzyzi, **supported** by Kivell

Motion to approve **the** purchase of an EXMARK zero turn mower and ultra vac collection System for \$12,0137.00

VOTE: MOTION CARRIED UNANIMOUSLY

4. Consider approval of resolution authorizing the request for reimbursement from Oakland County West Nile Virus fund in the amount of \$1546.13

Department Head Martin stated this is the 9<sup>th</sup> year we have been active with this project. If we purchase the wipes and the baguettes we can get the money funded back for what we spend from Oakland County. We are always handing out the wipes at the concerts and movies in the park and we have some residents can pick up at City Hall.

CM 7-9-14 MOTION TO APPROVE RESOLUTION TO APPROVE REIMBURSEMENT FROM OAKLAND COUNTY WEST NILE VIRUS FUND

Motion by Dixon, supported by Kopkowski

Motion to approve resolution for reimbursement **from** the Oakland County West Nile Fund in the amount of \$1,546.13

VOTE:

MOTION CARRIED UNANIMOUSLY

5. Discuss issues related to the hiring of **an independent** contractor **as** Wedding Facility Coordinator, rental of the **gazebo and chapel and** development of a **formal contract** for both items.

Mayor Wallace stated we did have someone to do **this** in the **past**, but she had a baby and decided not to do it **anymore**. We have had many **requests** from the residents to have the weddings again. City Manager Ladner stated **she has** met with Kelly Smith and has gotten many good ideas and she is **willing to come back again**. She further stated Kelly really enjoyed what she was doing. Last year **she had 50 weddings**, and she thinks we can expand that by offering Friday **evening weddings** and **possibly Sundays** depending on the Historical activities. City Manager Ladner stated they **looked** into similar venues that are rented in the area such as Milford and Northville. In the **past** we charged \$350.00 for residents and \$450.00 for non-residents. We are considering **raising that** to \$550.00 for residents and \$650 or non-residents. We also will have a **non-refundable \$100.00 fee**, that will cover any work Kelly has done if the wedding gets cancelled. The **fee** Kelly will receive for a completed event would be \$275.00, originally she was only **paid \$100.00**. Attorney Wilhelm presented an independent contractor agreement, and an updated rental agreement. She further stated she is asking Council to review the information and discuss if they agree with the fees. City Manager Ladner stated she is hoping to have everything finalized for Council to approve at the next Council meeting. Councilman Kramer questioned if the money will go to General Fund or Historical. City Manager Ladner stated it will continue to go into the General Fund. Councilman Kramer asked about the reimbursement paragraph in the agreement. City Manager Ladner stated our attorney added that paragraph and it makes sense for the City to hold the insurance on the buildings instead of Kelly. She further stated she will have to approve anything being

reimbursed. Councilman Rzyzi stated he is happy this is going forward and it is a good proposal, but he did want to make the point that Kelly will have to work very closely with the Historical Society regarding any other events that are held there, and the parking issue. City Manager Ladner stated the agreement with the client will state they will only be promised four parking spots if other events are happening. City Manager Ladner stated the client will only be guaranteed the church or the gazebo, but no other facilities depending on what events are happening at the freight house. Councilman Kramer asked who will be collecting the funds and the contract. City Manager Ladner stated in the past Kelly has brought in the checks and the contract into City Hall, because she has meetings with them **after** city hall business hours. She further stated Kelly will be paid on a monthly basis. City Manager Ladner stated they will be using a Google calendar on the City website, it will not **have names**, but it will show the availability.

#### 6. South Lyon School contract for Senior Center

City Manager Ladner stated this is the annual contract **with the** schools for the Senior Center program. She stated the costs are **divided** between the **City**, Green Oak Township and Lyon Township, based on usage. The City has the **most** use and **our** cost is \$42,795.00.

#### CM 7-10-14 MOTION TO APPROVE THE AGREEMENT WITH SOUTH LYON SCHOOLS FOR SENIOR CITIZEN CENTER PROGRAM

Motion by Rzyzi, supported by Kivell

Motion to **approve** the **yearly** agreement with South Lyon Schools for the Senior Center Program in the amount of **\$42,795.00**

VOTE:

**MOTION CARRIED UNANIMOUSLY**

#### MANAGERS REPORT

City Manager Ladner stated she has made an offer for the position of Ordinance Officer and she is hoping he can start on Wednesday which is Phil's last day.

#### COUNCIL COMMENTS

Councilman Kramer stated he would like a copy of the City Manager's contract. City Manager Ladner stated she doesn't have one either, Tim must have kept it. He further stated he is hoping the City Manager can reconcile the big discrepancy in the budget. He further stated he

would like to know why there is such a big discrepancy of the \$93,000 in the General Fund. City Manager Ladner stated a significant part of that is the firing of the previous City Manager.

Councilman Wedell stated the budget amendments should be done at the time we know they are necessary, not months later.

Councilman Kivell stated the Police Department was represented well by Lt. Sovik during an interview on WHMI regarding the indecent exposure suspect who was caught and he did a great job and was very articulate. Councilman Kivell stated ~~the car show~~ the previous Wednesday was great and there are so many people who **enjoy** that event.

Councilman Rzyzi stated he would like to thank **Frank** Methius ~~from~~ Farmers Insurance. He originally had a big box insurance company and **tired** of the rates **going up**, decided to shop around and he went to a local guy and he was **able** to get him a lower **rate**. He is in Kings Plaza.

Councilman Kivell stated he thinks **that** it is entirely **inappropriate** to give a vocal ad to a business during a Council meeting.

Mayor Wallace stated the ball fields look **great** and **many** people **comment** on that. Department Head Martin **stated** Trevor and Jeff **do an outstanding** job. Mayor Wallace stated we are not a large **enough** community to **amend the** firework **ordinance** and we can only hope our state representatives **will receive** enough **pressure** to get that changed. Mayor Wallace stated he would like to know **when Bricco** will be **done**. Department Head Martin stated we are close to **being completed**. **The last** big job is **the alley** and they are finishing that right now. City Manager Ladner stated **they found an** underground tank in the alley and that slowed them down because they had to **check to make** sure it wasn't leaking or had contaminated anything. Department Head Martin **stated** that tank was removed today. Mayor Wallace stated residents should be able to **pay** taxes and **water** bills by credit card instead of just cash and checks. Clerk/Treasurer Deaton stated **she** is working on making that possible.

## ADJOURNMENT

### CM 7-11-14 MOTION TO ADJOURN MEETING AT 8:30

Motion by Kopkowsi, supported by Kramer  
Motion to adjourn meeting at 8:30p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

7/28/14



Respectfully submitted,

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Tedd Wallace, Mayor

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Lisa Deaton Clerk/Treasurer

7/28/14

**REVENUE REPORT**  
**FINANCIAL REPORT FOR JULY 2014**

Page: 1  
8/5/2014  
11:11 am

City of South Lyon

| For the Period: 7/1/2014 to 7/31/2014  | 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              | 3,054,581.00  | 3,054,581.00 | 0.00       | 0.00      | 0.00        | 3,054,581.00 | 0.0   |
| 423.000 SOUTH LYON WOODS TAX           | 920.00        | 920.00       | 486.00     | 486.00    | 0.00        | 434.00       | 52.8  |
| 444.000 PAYMENT IN LIEU OF TAXES       | 1,500.00      | 1,500.00     | 0.00       | 0.00      | 0.00        | 1,500.00     | 0.0   |
| 446.000 PENALTIES AND INTEREST         | 30,000.00     | 30,000.00    | 0.00       | 0.00      | 0.00        | 30,000.00    | 0.0   |
| 451.000 BUILDING PERMITS               | 132,000.00    | 132,000.00   | 8,486.75   | 8,486.75  | 0.00        | 123,513.25   | 6.4   |
| 452.000 HEATING & PLUMB. REFG. PERMIT  | 0.00          | 0.00         | 2,480.00   | 2,480.00  | 0.00        | -2,480.00    | 0.0   |
| 453.000 ELECTRICAL PERMITS             | 0.00          | 0.00         | 1,141.00   | 1,141.00  | 0.00        | -1,141.00    | 0.0   |
| 454.000 LICENSES & BUSINESS MISC.      | 0.00          | 0.00         | 505.00     | 505.00    | 0.00        | -505.00      | 0.0   |
| 570.000 STATE SHARED REV.              | 927,113.00    | 927,113.00   | 0.00       | 0.00      | 0.00        | 927,113.00   | 0.0   |
| 630.000 ADMIN FEE PROPERTY TAX         | 92,047.00     | 92,047.00    | 0.00       | 0.00      | 0.00        | 92,047.00    | 0.0   |
| 634.000 GRAVE OPENINGS & FOUNDATIONS   | 30,000.00     | 30,000.00    | 1,710.00   | 1,710.00  | 0.00        | 28,290.00    | 5.7   |
| 642.000 POLICE                         | 0.00          | 0.00         | 7,187.97   | 7,187.97  | 0.00        | -7,187.97    | 0.0   |
| 661.000 PARKING VIOLATION              | 4,000.00      | 4,000.00     | 230.00     | 230.00    | 0.00        | 3,770.00     | 5.8   |
| 662.000 LOCAL COURT FINES              | 25,000.00     | 25,000.00    | 0.00       | 0.00      | 0.00        | 25,000.00    | 0.0   |
| 664.000 INTEREST                       | 8,600.00      | 8,600.00     | 351.11     | 351.11    | 0.00        | 8,248.89     | 4.1   |
| 664.200 PARK AND REC. INTEREST         | 0.00          | 0.00         | 28.03      | 28.03     | 0.00        | -28.03       | 0.0   |
| 666.000 INTEREST-EQUALIZ.& CONTINGENCY | 0.00          | 0.00         | 53.40      | 53.40     | 0.00        | -53.40       | 0.0   |
| 668.200 RENTS AND ROYALTIES-CABLE      | 144,900.00    | 144,900.00   | 2,200.00   | 2,200.00  | 0.00        | 142,700.00   | 1.5   |
| 668.300 LEASE--ANTENNA                 | 50,000.00     | 50,000.00    | 5,748.80   | 5,748.80  | 0.00        | 44,251.20    | 11.5  |
| 668.400 RENTAL PROPERTIES              | 8,800.00      | 8,800.00     | 0.00       | 0.00      | 0.00        | 8,800.00     | 0.0   |
| 698.000 MISCELLANEOUS                  | 160,000.00    | 160,000.00   | 7,529.16   | 7,529.16  | 0.00        | 152,470.84   | 4.7   |
| 699.000 TRANSFERS IN                   | 33,160.00     | 33,160.00    | 0.00       | 0.00      | 0.00        | 33,160.00    | 0.0   |
| 699.209 TRANSFER IN FROM CEMETERY FUND | 98,700.00     | 98,700.00    | 0.00       | 0.00      | 0.00        | 98,700.00    | 0.0   |
| Dept: 000.000                          | 4,801,321.00  | 4,801,321.00 | 38,137.22  | 38,137.22 | 0.00        | 4,763,183.78 | 0.8   |
| Revenues                               | 4,801,321.00  | 4,801,321.00 | 38,137.22  | 38,137.22 | 0.00        | 4,763,183.78 | 0.8   |

EXPENDITURE REPORT  
FINANCIAL REPORT FOR JULY 2014

Page: 1  
8/5/2014  
11:13 am

City of South Lyon

| For the Period: 7/1/2014 to 7/31/2014 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH   | Encumb. YTD | UnencBal     | % Bud |
|---------------------------------------|---------------|--------------|------------|------------|-------------|--------------|-------|
| Fund: 101 - GENERAL FUND              |               |              |            |            |             |              |       |
| Expenditures                          |               |              |            |            |             |              |       |
| ADMINISTRATION                        | 1,172,443.00  | 1,172,443.00 | 154,083.72 | 154,083.72 | 0.00        | 1,018,359.28 | 13.1  |
| CEMETERY                              | 98,700.00     | 98,700.00    | 1,366.12   | 1,366.12   | 0.00        | 97,333.88    | 1.4   |
| SENIOR TRANSPORTATION                 | 70,360.00     | 70,360.00    | 0.00       | 0.00       | 0.00        | 70,360.00    | 0.0   |
| POLICE                                | 2,322,597.00  | 2,322,597.00 | 69,930.73  | 69,930.73  | 0.00        | 2,252,666.27 | 3.0   |
| FIRE                                  | 507,130.00    | 507,130.00   | 11,358.54  | 11,358.54  | 0.00        | 495,771.46   | 2.2   |
| AMBULANCE                             | 2,075.00      | 2,075.00     | 0.00       | 0.00       | 0.00        | 2,075.00     | 0.0   |
| DEPT. OF PUBLIC WORKS                 | 685,170.00    | 685,170.00   | 72,232.82  | 72,232.82  | 0.00        | 612,937.18   | 10.5  |
| PARKS AND RECREATION                  | 126,015.00    | 126,015.00   | 1,198.01   | 1,198.01   | 0.00        | 124,816.99   | 1.0   |
| HISTORICAL DEPOT                      | 26,300.00     | 26,300.00    | 593.93     | 593.93     | 0.00        | 25,706.07    | 2.3   |
| CULTURAL ARTS                         | 4,850.00      | 4,850.00     | 0.00       | 0.00       | 0.00        | 4,850.00     | 0.0   |
| Expenditures                          | 5,015,640.00  | 5,015,640.00 | 310,763.87 | 310,763.87 | 0.00        | 4,704,876.13 | 6.2   |

**EXPENDITURE REPORT**  
**FINANCIAL REPORT FOR JULY 2014**

Page: 1  
8/5/2014  
11:13 am

City of South Lyon

| For the Period: 7/1/2014 to 7/31/2014 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH | Encumb. YTD | UnencBal   | % Bud |
|---------------------------------------|---------------|--------------|------------|----------|-------------|------------|-------|
| Fund: 202 - MAJOR STREETS             |               |              |            |          |             |            |       |
| Expenditures                          |               |              |            |          |             |            |       |
| ACCOUNTANT                            | 3,500.00      | 3,500.00     | 0.00       | 0.00     | 0.00        | 3,500.00   | 0.0   |
| STREET-ROUTINE MAINT.                 | 155,320.00    | 155,320.00   | 2,012.35   | 2,012.35 | 0.00        | 153,307.65 | 1.3   |
| TRAFFIC SERVICES                      | 15,400.00     | 15,400.00    | 66.46      | 66.46    | 0.00        | 15,333.54  | 0.4   |
| SNOW PLOWING                          | 84,850.00     | 84,850.00    | 385.65     | 385.65   | 0.00        | 84,464.35  | 0.5   |
| SNOW REMOVAL                          | 3,700.00      | 3,700.00     | 96.56      | 96.56    | 0.00        | 3,603.44   | 2.6   |
| TRANSFER BETWEEN FUNDS                | 89,000.00     | 89,000.00    | 0.00       | 0.00     | 0.00        | 89,000.00  | 0.0   |
| STORM SEWER                           | 7,200.00      | 7,200.00     | 55.32      | 55.32    | 0.00        | 7,144.68   | 0.8   |
| Expenditures                          | 358,970.00    | 358,970.00   | 2,616.34   | 2,616.34 | 0.00        | 356,353.66 | 0.7   |

Fund: 203 - LOCAL STREETS  
Expenditures

|                       |            |            |          |          |      |            |     |
|-----------------------|------------|------------|----------|----------|------|------------|-----|
| ACCOUNTANT            | 3,500.00   | 3,500.00   | 0.00     | 0.00     | 0.00 | 3,500.00   | 0.0 |
| STREET-ROUTINE MAINT. | 134,645.00 | 134,645.00 | 1,110.07 | 1,110.07 | 0.00 | 133,534.93 | 0.8 |
| TRAFFIC SERVICES      | 7,400.00   | 7,400.00   | 34.31    | 34.31    | 0.00 | 7,365.69   | 0.5 |
| SNOW PLOWING          | 74,350.00  | 74,350.00  | 232.39   | 232.39   | 0.00 | 74,117.61  | 0.3 |
| STORM SEWER           | 13,500.00  | 13,500.00  | 31.47    | 31.47    | 0.00 | 13,468.53  | 0.2 |
| Expenditures          | 233,395.00 | 233,395.00 | 1,408.24 | 1,408.24 | 0.00 | 231,986.76 | 0.6 |

**EXPENDITURE REPORT**  
**FINANCIAL REPORT FOR JULY 2014**

Page: 1  
8/5/2014  
11:13 am

City of South Lyon

for the Period: 7/1/2014 to 7/31/2014

Fund: 592 - WATER & SEWER

Expenditures

|                   | Original Bud. | Amended Bud. | YTD Actual | CURR MTH  | Encumb. YTD | UnencBal     | % Bud |
|-------------------|---------------|--------------|------------|-----------|-------------|--------------|-------|
| WATER / REPAIR    | 151,100.00    | 151,100.00   | 789.60     | 789.60    | 0.00        | 150,310.40   | 0.5   |
| SEWER / REPAIR    | 124,500.00    | 124,500.00   | 0.00       | 0.00      | 0.00        | 124,500.00   | 0.0   |
| REFUSE COLLECTION | 490,000.00    | 490,000.00   | 41,180.16  | 41,180.16 | 0.00        | 448,819.84   | 8.4   |
| WATER             | 902,212.00    | 902,212.00   | 22,679.34  | 22,679.34 | 0.00        | 879,532.66   | 2.5   |
| WASTEWATER        | 1,167,734.00  | 1,167,734.00 | 32,661.15  | 32,661.15 | 0.00        | 1,135,072.85 | 2.8   |
| Expenditures      | 2,835,546.00  | 2,835,546.00 | 97,310.25  | 97,310.25 | 0.00        | 2,738,235.75 | 3.4   |

# Check Register Report

CHECKS WRITTEN SINCE 07/14/14

Date: 08/07/2014

Time: 1:31 pm

Page: 1

re City of South Lyon

BANK:

| Check Number  | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description              | Amount    |
|---------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|-----------|
| <b>Checks</b> |            |         |                |               |                                |                                |           |
| 4240          | 07/17/2014 | Printed |                | 5310          | ARBOR SPRINGS WATER CO., INC.  | WATER FOR CITY HALL            | 23.00     |
| 4241          | 07/17/2014 | Printed |                | 3602          | BLUE CROSS BLUE SHIELD OF MICH | MEDICAL INS PREM - AUG 2014    | 43,275.06 |
| 4242          | 07/17/2014 | Printed |                | 2378          | BOUND TREE MEDICAL, LLC        | CHEST SEALS & HAND WIPES       | 103.75    |
| 4243          | 07/17/2014 | Printed |                | 0058          | CITY OF SOUTH LYON             | WATER BILL                     | 48.48     |
| 4244          | 07/17/2014 | Printed |                | 0283          | CORRIGAN OIL CO.               | UNLEADED & DIESEL FUEL         | 8,210.22  |
| 4245          | 07/17/2014 | Printed |                | 0584          | DTE ENERGY                     | ELECTRIC SERVICE               | 325.32    |
| 4246          | 07/17/2014 | Printed |                | 0317          | DTE ENERGY                     | ELECTRIC SERVICE               | 24,695.92 |
| 4247          | 07/17/2014 | Printed |                | 3455          | EMPLOYEE HEALTH INSURANCE MGMT | RX CHARGES                     | 18,199.96 |
| 4248          | 07/17/2014 | Printed |                | 5910          | FAIRLANE TITLE AGENCY          | REFUND TAX OVERPAYMENT         | 13.04     |
| 4249          | 07/17/2014 | Printed |                | 3938          | PETE FETTERS                   | CONCERT IN THE PARK 7/11/14    | 650.00    |
| 4250          | 07/17/2014 | Printed |                | 2598          | GRAINGER                       | OFFICE & CLEANING SUPPLIES     | 723.99    |
| 4251          | 07/17/2014 | Printed |                | 3668          | GVC PAINTING CO., INC.         | F.D. TRAINING ROOM PAINTING    | 2,125.00  |
| 4252          | 07/17/2014 | Printed |                | 3655          | DANIEL HAMMON                  | REIMB ELECTRICAL SUPPLIES      | 121.67    |
| 4253          | 07/17/2014 | Printed |                | 5911          | SHARON HOMAN                   | REFUND TAX OVERPAYMENT         | 537.05    |
| 4254          | 07/17/2014 | Printed |                | 3955          | JOHNSON, ROSATI, SCHULTZ &     | ATTORNEY FEES - SPECIAL ASSIGN | 9,700.18  |
| 64255         | 07/17/2014 | Printed |                | 0138          | LAKELAND PRINTING              | BUSINESS CARDS - K. DELANEY    | 57.00     |
| 64256         | 07/17/2014 | Printed |                | 5883          | TOLA LEWIS                     | FARMERS MKT ENTERTAINMENT 7/12 | 75.00     |
| 64257         | 07/17/2014 | Printed |                | 1509          | MARTIN'S DO IT BEST            | CLEANING SUPPLIES              | 141.37    |
| 64258         | 07/17/2014 | Printed |                | 0347          | ROBERT MARTIN                  | REIMBURSE FOR MWEA CONFERENCE  | 659.57    |
| 64259         | 07/17/2014 | Printed |                | 1379          | MRWA                           | TRAINING CLASSES               | 125.00    |
| 64260         | 07/17/2014 | Printed |                | 5627          | MARY NOVROCKI                  | FARMERS MKT MGR FEES 7/12/14   | 174.35    |
| 64261         | 07/17/2014 | Printed |                | 0218          | PARKSIDE CLEANERS              | RUG CLEANING                   | 88.00     |
| 64262         | 07/17/2014 | Printed |                | 5364          | PEOPLE'S EXPRESS               | JUNE 2014 TRANSPORTATION       | 5,584.00  |
| 64263         | 07/17/2014 | Printed |                | 0462          | PETER'S TRUE VALUE HARDWARE    | DRILL BIT                      | 1,307.80  |
| 64264         | 07/17/2014 | Printed |                | 1555          | PITNEY BOWES                   | POSTAGE METER REFILL           | 1,239.00  |
| 64265         | 07/17/2014 | Printed |                | 0943          | PLUMBERS SERVICE               | SEWER CLEANING 428 2ND ST      | 202.50    |
| 64266         | 07/17/2014 | Printed |                | 5912          | ROBIN AIRE HEATING & COOLING   | PERMIT REFUND - JOB CANCELLED  | 81.25     |
| 64267         | 07/17/2014 | Printed |                | 0262          | SEMCOG                         | 7/1/14 - 6/30/15 MEMBERSHIP    | 315.00    |
| 64268         | 07/17/2014 | Printed |                | 7935          | KELLY SMITH                    | REIMB TABLE LINERS             | 59.94     |
| 64269         | 07/17/2014 | Printed |                | 5909          | SUN VALLEY EQUIPMENT           | CHAIN SAW REPAIR               | 66.80     |
| 64270         | 07/17/2014 | Printed |                | 5220          | SUNTRUST EQUIPMENT FINANCE     | INTEREST PAYMENT ON ENGINE 2   | 1,245.53  |
| 64271         | 07/17/2014 | Printed |                | 3456          | SWANK MOTION PICTURES          | MOVIE IN THE PARK 7/11/14      | 374.00    |
| 64272         | 07/17/2014 | Printed |                | 0504          | TECH RESOURCES, INC.           | SVC PHONE, EMAIL &COMP. ISSUES | 217.50    |
| 64273         | 07/17/2014 | Printed |                | 3822          | LINDSEY WEBSTER                | VIDEO COUNCIL MTG - 7/14/14    | 50.00     |
| 64274         | 07/17/2014 | Printed |                | 3984          | WOW! BUSINESS                  | CABLE/INTERNET SERVICE         | 327.94    |
| 64275         | 07/24/2014 | Printed |                | 5915          | AMERICAN SOCIETY OF EMPLOYERS  | CITY MGR BACKGROUND CHECK      | 308.50    |
| 64276         | 07/24/2014 | Printed |                | 1703          | AMERICAN WATER WORKS ASSOC*    | ANN. MBRSHIP RENEWAL           | 174.00    |
| 64277         | 07/24/2014 | Printed |                | 8966          | ARBOR DAY FOUNDATION           | ANN. MBRSHIP RENEWAL           | 15.00     |
| 64278         | 07/24/2014 | Printed |                | 5629          | LARRY ARBOUR                   | FARM MKT ENTERTAINMENT 7/19/14 | 75.00     |
| 64279         | 07/24/2014 | Printed |                | 0364          | DOUGLAS BAAKI                  | CLEANING ALLOWANCE             | 100.00    |
| 64280         | 07/24/2014 | Printed |                | 0708          | AUDRA BAKER                    | CLEANING ALLOWANCE             | 100.00    |
| 64281         | 07/24/2014 | Printed |                | 1110          | JARED BAKER                    | CLEANING ALLOWANCE             | 100.00    |
| 64282         | 07/24/2014 | Printed |                | 3219          | RONALD BARBOUR                 | CLEANING ALLOWANCE             | 100.00    |
| 64283         | 07/24/2014 | Printed |                | 0309          | DENNIS BRIDSON                 | HEALTH INS REIMB               | 345.85    |
| 64284         | 07/24/2014 | Printed |                | 0465          | TRACY BROOKS                   | CLEANING ALLOWANCE             | 100.00    |
| 64285         | 07/24/2014 | Printed |                | 5264          | BUSCH'S                        | SUPPLIES                       | 44.29     |
| 64286         | 07/24/2014 | Printed |                | 3749          | KRISPEN S. CARROLL             | PAYROLL DEDUCTION - 7/25/14    | 578.26    |
| 64287         | 07/24/2014 | Printed |                | 0059          | CITY OF NOVI TREASURER         | POSICHEK CALIBRATION CONTRACT  | 418.07    |
| 64288         | 07/24/2014 | Printed |                | 0859          | LLOYD COLLINS                  | CLEANING ALLOWANCE             | 100.00    |
| 64289         | 07/24/2014 | Printed |                | 5698          | JAMES DAVIS                    | CONCERT IN THE PARK 7/18/14    | 650.00    |
| 64290         | 07/24/2014 | Printed |                | 1334          | LISA DEATON                    | REIMB MILEAGE                  | 36.96     |

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| 64291         | 07/24/2014 | Printed |                | 1633          | CHRISTOPHER FAUGHT            | CLEANING ALLOWANCE             | 100.00     |
| 64292         | 07/24/2014 | Printed |                | 2545          | SEAN S. HOYDIC                | CLEANING ALLOWANCE             | 100.00     |
| 64293         | 07/24/2014 | Printed |                | 0557          | INTL UNION OF OPERATING ENG   | PAYROLL DEDUCTIONS - 7/25/14   | 250.76     |
| 64294         | 07/24/2014 | Printed |                | 3520          | METLIFE - GROUP BENEFITS      | DENTAL INSURANCE PREMIUMS      | 4,721.90   |
| 64295         | 07/24/2014 | Printed |                | 1058          | MICHIGAN STATE UNIVERSITY     | P.E.D.S. TRAINING - LT. SOVIK  | 395.00     |
| 64296         | 07/24/2014 | Printed |                | 3658          | MICHIGAN SUBURBS ALLIANCE     | 2011 MPSC PROJ.-WWTP COMPUTER  | 49,246.89  |
| 64297         | 07/24/2014 | Printed |                | 5627          | MARY NOVROCKI                 | FARM MKT MGR FEES 7/19/14      | 175.00     |
| 64298         | 07/24/2014 | Printed |                | 0293          | OAKLAND COUNTY ANIMAL CONTROL | JUNE 2014 DOG LICENSES         | 954.00     |
| 64299         | 07/24/2014 | Printed |                | 1034          | OAKLAND COUNTY TREASURER      | JUNE TAXES SOUTH LYON WOODS    | 405.00     |
| 64300         | 07/24/2014 | Printed |                | 5183          | OAKLAND COUNTY TREASURERS     | FRMS FEES                      | 1,177.96   |
| 64301         | 07/24/2014 | Printed |                | 3228          | OFFICE EXPRESS                | OFFICE SUPPLIES                | 286.90     |
| 64302         | 07/24/2014 | Printed |                | 9065          | PROVIDENCE OCCUPATIONAL       | EMPLOYEE PHYSICALS             | 257.00     |
| 64303         | 07/24/2014 | Printed |                | 1634          | TIMOTHY RAAP                  | CLEANING ALLOWANCE             | 100.00     |
| 64304         | 07/24/2014 | Printed |                | 0213          | ROAD COMMISSION FOR OAKLAND   | COLD PATCH                     | 564.65     |
| 64305         | 07/24/2014 | Printed |                | 5893          | SAFEBUILT MICHIGAN, INC.      | BUILDING INSPECTIONS - 6/2014  | 4,123.60   |
| 64307         | 07/24/2014 | Printed |                | 0236          | CHRISTOPHER SEDERLUND         | CLEANING ALLOWANCE             | 100.00     |
| 64308         | 07/24/2014 | Printed |                | 0461          | SOUTH LYON COMMUNITY SCHOOLS  | TAXES DUE TO SCHOOLS           | 147,922.06 |
| 64309         | 07/24/2014 | Printed |                | 2405          | CHRISTOPHER SOVIK             | CLEANING ALLOWANCE             | 100.00     |
| 64310         | 07/24/2014 | Printed |                | 5905          | DAWN SPAULDING                | REIMB MILEAGE                  | 61.60      |
| 64311         | 07/24/2014 | Printed |                | 0831          | TONY SROUFE                   | CLEANING ALLOWANCE             | 100.00     |
| 64312         | 07/24/2014 | Printed |                | 1732          | STANDARD INSURANCE COMPANY    | DISABILITY & LIFE INS PREMIUMS | 2,198.93   |
| 64313         | 07/24/2014 | Printed |                | 1171          | STATE OF MICHIGAN             | LAKE STREET IMPROVEMENTS       | 23,250.00  |
| 64314         | 07/24/2014 | Printed |                | 9800          | TRAVIS STEVENS                | CLEANING ALLOWANCE             | 100.00     |
| 64315         | 07/24/2014 | Printed |                | 0768          | JOHN TOMANEK                  | CLEANING ALLOWANCE             | 100.00     |
| 64316         | 07/24/2014 | Printed |                | 5139          | TYLER TECHNOLOGIES            | SUPPORT AGREEMENT              | 2,693.80   |
| 64317         | 07/24/2014 | Printed |                | 2162          | KATHRYN UNDERHILL             | REFUND -WORK NOT COMPLETED     | 350.00     |
| 64318         | 07/24/2014 | Printed |                | 0062          | VANTAGEPOINT TRANSFERS        | PAYROLL DEDUCTIONS - 7/25/14   | 3,213.85   |
| 64319         | 07/24/2014 | Printed |                | 0589          | JOSEPH VELTRI                 | HEALTH INS REIMB               | 428.08     |
| 64320         | 07/24/2014 | Printed |                | 1211          | TIMOTHY WALTON                | CLEANING ALLOWANCE             | 100.00     |
| 64321         | 07/24/2014 | Printed |                | 8996          | MICHAEL WITTROCK              | CLEANING ALLOWANCE             | 100.00     |
| 64322         | 07/31/2014 | Printed |                | 5310          | ARBOR SPRINGS WATER CO., INC. | WATER FOR CITY HALL            | 11.50      |
| 64323         | 07/31/2014 | Printed |                | 4234          | AVAYA*, INC.                  | DPW PHONE SYSTEM               | 17.12      |
| 64324         | 07/31/2014 | Printed |                | 5892          | BILLY BRANDT                  | 7/26 FARM MKT ENTERTAINMENT    | 100.00     |
| 64325         | 07/31/2014 | Printed |                | 3186          | JAMES CIARAMITARO             | REIMB WW LICENSE RENEWAL       | 95.00      |
| 64326         | 07/31/2014 | Printed |                | 0998          | CONSUMERS ENERGY              | GAS SERVICE                    | 529.56     |
| 64327         | 07/31/2014 | Printed |                | 0584          | DTE ENERGY                    | ELECTRIC SERVICE               | 2,276.62   |
| 64328         | 07/31/2014 | Printed |                | 0584          | DTE ENERGY                    | ELECTRIC SERVICE               | 1,614.41   |
| 64329         | 07/31/2014 | Printed |                | 0317          | DTE ENERGY                    | ELECTRIC SERVICE               | 8,260.58   |
| 64330         | 07/31/2014 | Printed |                | 3436          | JOSEPH GURSKI                 | 1/2 DAY B.O.R. - 7/22/14       | 50.00      |
| 64331         | 07/31/2014 | Printed |                | 5414          | RAMONA HARRIS                 | 1/2 DAY B.O.R. - 7/22/14       | 50.00      |
| 64332         | 07/31/2014 | Printed |                | 5184          | IAFC MEMBERSHIP               | INTL ASSOC OF FIRE CHIEF DUES  | 120.00     |
| 64333         | 07/31/2014 | Printed |                | 6636          | LYNNE LADNER                  | JULY CAR ALLOWANCE             | 350.00     |
| 64334         | 07/31/2014 | Printed |                | 5627          | MARY NOVROCKI                 | FARM MKT MGR FEES - 7/26/14    | 150.00     |
| 64335         | 07/31/2014 | Printed |                | 4226          | BRUCE NUSSBAUM                | 1/2 DAY B.O.R. - 7/22/14       | 50.00      |
| 64336         | 07/31/2014 | Printed |                | 0218          | PARKSIDE CLEANERS             | RUG CLEANING                   | 41.00      |
| 64337         | 07/31/2014 | Printed |                | 0213          | ROAD COMMISSION FOR OAKLAND   | COLD PATCH                     | 451.72     |
| 64338         | 07/31/2014 | Printed |                | 3428          | LINDA ROSS                    | 7/19/14 WEDDING                | 100.00     |
| 64339         | 07/31/2014 | Printed |                | 5554          | SALEM-SOUTH LYON DISTRICT     | TAXES OWED TO LIBRARY          | 22,292.25  |
| 64340         | 07/31/2014 | Printed |                | 0055          | SAM'S CLUB DIRECT             | OFFICE & BLDG. SUPPLIES        | 256.12     |
| 64341         | 07/31/2014 | Printed |                | 9958          | SOUTH LYON AREA RECREATION    | CITY CONTRIBUTION TO SLARA     | 29,692.09  |
| 64342         | 07/31/2014 | Printed |                | 0504          | TECH RESOURCES, INC.          | REMOTE BACKUP - AUGUST         | 69.95      |

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| 64343         | 07/31/2014 | Printed |                | 1465          | TERMINEX PROCESSING CENTER     | PEST CONTROL - 318 W. LAKE ST. | 56.00      |
| 64344         | 07/31/2014 | Printed |                | 3675          | TOSHIBA FINANCIAL SERVICES     | COPIER & PRINTER LEASE         | 1,715.59   |
| 64345         | 07/31/2014 | Printed |                | 3924          | ULTRA UNLIMITED SERVICES, INC. | ORDINANCE MOWING               | 189.00     |
| 64346         | 07/31/2014 | Printed |                | 5830          | US BANK                        | 2000 WATER BOND                | 131,567.50 |
| 64347         | 07/31/2014 | Printed |                | 3910          | PHILLIP WEIPERT                | 6/28/14 WEDDING                | 100.00     |
| 64348         | 07/31/2014 | Printed |                | 3984          | WOW! BUSINESS                  | CABLE SERVICE                  | 42.97      |
| 64349         | 07/31/2014 | Printed |                | 3834          | BRANDON ZIRKLE                 | MECHANICAL INSPECTOR PAY-JULY  | 715.16     |
| 64350         | 07/31/2014 | Printed |                | 5653          | RON GOSSELIN                   | CONCERT IN THE PARK - 7/25/14  | 650.00     |
| 64351         | 08/04/2014 | Printed |                | 3310          | ALEKO'S                        | LUNCH/DINNER -ELECTION WORKERS | 362.00     |
| 64352         | 08/04/2014 | Printed |                | 3755          | BEVERLY DIXSON                 | COUNCIL PAY - JULY 2014        | 180.00     |
| 64353         | 08/04/2014 | Printed |                | 2586          | GLENN KIVELL                   | COUNCIL PAY - JULY 2014        | 180.00     |
| 64354         | 08/04/2014 | Printed |                | 1756          | ERIN KOPKOWSKI                 | COUNCIL PAY - JULY 2014        | 180.00     |
| 64355         | 08/04/2014 | Printed |                | 3398          | MICHAEL KRAMER                 | COUNCIL PAY - JULY 2014        | 180.00     |
| 64356         | 08/04/2014 | Printed |                | 3756          | JOSEPH RYZYI                   | COUNCIL PAY - JULY 2014        | 180.00     |
| 64357         | 08/04/2014 | Printed |                | 0383          | SOUTH LYON VILLAGE BAKERY      | BREAKFAST FOR ELECTION WORKERS | 68.50      |
| 64358         | 08/04/2014 | Printed |                | 1552          | TEDD WALLACE                   | COUNCIL PAY - JULY 2014        | 220.00     |
| 64359         | 08/04/2014 | Printed |                | 3822          | LINDSEY WEBSTER                | COUNCIL VIDEO - 7/28/14        | 50.00      |
| 64360         | 08/04/2014 | Printed |                | 1378          | HARVEY WEDELL                  | COUNCIL PAY - JULY 2014        | 180.00     |
| 64361         | 08/05/2014 | Printed |                | 2562          | POSTMASTER                     | POSTAGE FOR WTR BILL REMINDERS | 164.90     |
| 64362         | 08/07/2014 | Printed |                | 0561          | A.F.S.C.M.E. COUNCIL 25        | 8/8 PAYROLL DEDUCTIONS         | 451.20     |
| 64363         | 08/07/2014 | Printed |                | 2666          | DAVID ALLEN                    | 8/5 ELECTION PAY & TRAINING    | 180.00     |
| 64364         | 08/07/2014 | Printed |                | 0642          | RITA ALLEN                     | 8/5 ELECTION PAY & TRAINING    | 180.00     |
| 64365         | 08/07/2014 | Printed |                | 5629          | LARRY ARBOUR                   | 8/2/14 FARM MKT ENTERTAINMENT  | 75.00      |
| 64366         | 08/07/2014 | Printed |                | 5249          | JEFF ARCHEY                    | DPW UNIFORM ALLOWANCE          | 240.00     |
| 64367         | 08/07/2014 | Printed |                | 5374          | AT&T MOBILITY                  | PHONE SERVICE                  | 536.27     |
| 64368         | 08/07/2014 | Printed |                | 2440          | RONALD BEASON                  | WATER DEPT. UNIFORM ALLOWANCE  | 240.00     |
| 64369         | 08/07/2014 | Printed |                | 3281          | ALVEDA BLACK                   | 8/5 ELECTION PAY & TRAINING    | 180.00     |
| 64370         | 08/07/2014 | Printed |                | 3835          | BRICCO EXCAVATING CO.,LLC      | DWRF PAY #12                   | 67,655.81  |
| 64371         | 08/07/2014 | Printed |                | 11083         | RONALD BROCK                   | DPW UNIFORM ALLOWANCE          | 240.00     |
| 64372         | 08/07/2014 | Printed |                | 0050          | DOUG BUERS                     | DPW UNIFORM ALLOWANCE          | 240.00     |
| 64373         | 08/07/2014 | Printed |                | 5264          | BUSCH'S                        | SUPPLIES                       | 32.96      |
| 64374         | 08/07/2014 | Printed |                | 3697          | BILL BYNUM                     | 8/1/14 CONCERT IN THE PARK     | 675.00     |
| 64375         | 08/07/2014 | Printed |                | 3749          | KRISPEN S. CARROLL             | 8/8 PAYROLL DEDUCTION          | 578.26     |
| 64376         | 08/07/2014 | Printed |                | 3186          | JAMES CIARAMITARO              | WATER DEPT. UNIFORM ALLOWANCE  | 240.00     |
| 64377         | 08/07/2014 | Printed |                | 3935          | CIB PLANNING                   | PLANNING CONSULTANT FEES       | 5,526.25   |
| 64378         | 08/07/2014 | Printed |                | 5922          | FRANCES CODY                   | ELECTION TRAINING              | 15.00      |
| 64379         | 08/07/2014 | Printed |                | 5923          | GERALD CODY                    | ELECTION TRAINING              | 15.00      |
| 64380         | 08/07/2014 | Printed |                | 5312          | AUDREY COLLARD                 | 8/5 ELECTION PAY & TRAINING    | 180.00     |
| 64381         | 08/07/2014 | Printed |                | 0859          | LLOYD COLLINS                  | PETTY CASH REIMBURSEMENT       | 43.37      |
| 64382         | 08/07/2014 | Printed |                | 0998          | CONSUMERS ENERGY               | GAS SERVICE                    | 55.03      |
| 64383         | 08/07/2014 | Printed |                | 9432          | COSTCO                         | CLEANING & ELECTION SUPPLIES   | 119.41     |
| 64384         | 08/07/2014 | Printed |                | 3994          | SALLY CROUCH                   | 8/5 ELECTION PAY & TRAINING    | 160.00     |
| 64385         | 08/07/2014 | Printed |                | 3741          | CHRISTOPHER DEMENIUK           | REIMB TRAINING ROOM ELEC. WORK | 229.40     |
| 64386         | 08/07/2014 | Printed |                | 0584          | DTE ENERGY                     | ELECTRIC SERVICE               | 1,018.81   |
| 64387         | 08/07/2014 | Printed |                | 3455          | EMPLOYEE HEALTH INSURANCE MGMT | RX FEES                        | 4,531.10   |
| 64388         | 08/07/2014 | Printed |                | 5430          | DANIEL GEHRINGER               | WATER DEPT. UNIFORM ALLOWANCE  | 240.00     |
| 64389         | 08/07/2014 | Printed |                | 3806          | ROSEMARY GOVIN                 | 8/5 ELECTION PAY & TRAINING    | 180.00     |
| 64390         | 08/07/2014 | Printed |                | 3392          | PATRICIA ELLEN GOWAN           | 8/5 ELECTION PAY (CHAIRPERSON) | 192.00     |
| 64391         | 08/07/2014 | Printed |                | 9106          | ROSE MARIE HAGGERTY            | 8/5 ELECTION PAY & TRAINING    | 160.00     |
| 64392         | 08/07/2014 | Printed |                | 3580          | SUZANNE HERROSCHECK            | 8/5 ELECTION PAY & TRAINING    | 180.00     |
| 64393         | 08/07/2014 | Printed |                | 2470          | CRAIG KASKA                    | DPW UNIFORM ALLOWANCE          | 240.00     |



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| 34395         | 08/07/2014 | Printed |                | 2333          | CARL KOSKI                      | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 34396         | 08/07/2014 | Printed |                | 2148          | DOROTHY KOSKI                   | 8/5 ELECTION PAY<br>(CHAIRPERSON) | 216.00     |
| 34397         | 08/07/2014 | Printed |                | 0966          | KROPF MECHANICAL SERVICE CO.    | SERVICE ON A/C UNITS              | 1,079.45   |
| 34398         | 08/07/2014 | Printed |                | 5221          | ELENI KONSTONTINI LAMBRECHT     | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 34399         | 08/07/2014 | Printed |                | 5924          | SHARON LOFTUS                   | ELECTION TRAINING                 | 15.00      |
| 34400         | 08/07/2014 | Printed |                | 5222          | JOYCE MAE MARTIN                | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 34401         | 08/07/2014 | Printed |                | 2588          | DAVID MILLER                    | WATER DEPT. UNIFORM ALLOWANCE     | 240.00     |
| 64402         | 08/07/2014 | Printed |                | 9789          | MICHAEL MORITZ                  | DPW UNIFORM ALLOWANCE             | 240.00     |
| 64403         | 08/07/2014 | Printed |                | 5918          | ARTURO MUNOZ                    | CONTRACTOR REGISTRATION REFUND    | 15.00      |
| 64404         | 08/07/2014 | Printed |                | 0967          | DAVID MURRAY                    | MECHANICAL INSP PAY- JULY 2014    | 1,600.27   |
| 64405         | 08/07/2014 | Printed |                | 5627          | MARY NOVROCKI                   | 8/2/14 FARM MKT MGR FEES          | 150.00     |
| 64406         | 08/07/2014 | Printed |                | 5289          | VICTOR PAVER                    | DPW UNIFORM ALLOWANCE             | 240.00     |
| 64407         | 08/07/2014 | Printed |                | 0462          | PETER'S TRUE VALUE HARDWARE     | MISC. STATION SUPPLIES            | 141.02     |
| 64408         | 08/07/2014 | Printed |                | 3738          | TREVOR PIASECKI                 | DPW UNIFORM ALLOWANCE             | 240.00     |
| 64409         | 08/07/2014 | Printed |                | 5141          | POLICE OFFICERS ASSOCIATION OF  | 8/8 PAYROLL DEDUCTIONS            | 593.50     |
| 64410         | 08/07/2014 | Printed |                | 0559          | POLICE OFFICERS LABOR COUNCIL   | 8/8 PAYROLL DEDUCTIONS            | 238.75     |
| 64411         | 08/07/2014 | Printed |                | 0696          | ANDRE RANDALL                   | WATER DEPT. UNIFORM ALLOWANCE     | 240.00     |
| 64412         | 08/07/2014 | Printed |                | 9884          | MAXINE RINNAS                   | 8/5 ELECTION PAY<br>(CHAIRPERSON) | 216.00     |
| 64413         | 08/07/2014 | Printed |                | 0213          | ROAD COMMISSION FOR OAKLAND     | TRAFFIC SIGNAL MAINT-JUNE 2014    | 211.31     |
| 64414         | 08/07/2014 | Printed |                | 5363          | BARBARA ROCKWELL                | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 64415         | 08/07/2014 | Printed |                | 0302          | JEANETTE RUSSELL                | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 64416         | 08/07/2014 | Printed |                | 5554          | SALEM-SOUTH LYON DISTRICT       | TAXES DUE TO LIBRARY              | 14,877.11  |
| 64417         | 08/07/2014 | Printed |                | 3078          | NORMA JEAN SAWYER               | 8/5 ELECTION PAY & TRAINING       | 160.00     |
| 64418         | 08/07/2014 | Printed |                | 1648          | MADELYN SELDEN                  | 8/5 ELECTION PAY & TRAINING       | 160.00     |
| 64419         | 08/07/2014 | Printed |                | 0461          | SOUTH LYON COMMUNITY SCHOOLS    | TAXES DUE TO SCHOOL               | 99,729.19  |
| 64420         | 08/07/2014 | Printed |                | 5919          | SPARTAN SEALCOATING, INC.       | FIRE/POLICE PARKING LOT PAY #1    | 28,482.82  |
| 64421         | 08/07/2014 | Printed |                | 1465          | TERMINEX PROCESSING CENTER      | PEST CONTROL - 335 S. WARREN      | 73.00      |
| 64422         | 08/07/2014 | Printed |                | 1774          | THE BANK OF NEW YORK MELLON, NA | BOND PAYMENTS                     | 982,606.70 |
| 64423         | 08/07/2014 | Printed |                | 5707          | USBANK A TFS PROGRAM            | COPIER LEASE                      | 84.00      |
| 64424         | 08/07/2014 | Printed |                | 3965          | JEAN UTLEY                      | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 64425         | 08/07/2014 | Printed |                | 0062          | VANTAGEPOINT TRANSFERS          | 8/8 PAYROLL DEDUCTIONS            | 3,213.85   |
| 64426         | 08/07/2014 | Printed |                | 5925          | W.H. GRIFFIN, TRUSTEE           | 8/8 PAYROLL DEDUCTION             | 253.85     |
| 64427         | 08/07/2014 | Printed |                | 3081          | ELINOR WIKOFF                   | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 64428         | 08/07/2014 | Printed |                | 5731          | WINDSTREAM                      | PHONE SERVICE                     | 1,955.33   |
| 64429         | 08/07/2014 | Printed |                | 3984          | WOW! BUSINESS                   | INTERNET SERVICE                  | 32.97      |
| 64430         | 08/07/2014 | Printed |                | 9829          | DENNIS WUTKA                    | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 64431         | 08/07/2014 | Printed |                | 9830          | MARLENE WUTKA                   | 8/5 ELECTION PAY & TRAINING       | 180.00     |
| 64432         | 08/07/2014 | Printed |                | 5361          | NANCY ZUFELT                    | 8/5 ELECTION PAY<br>(CHAIRPERSON) | 216.00     |

Total Checks: 192

Checks Total (excluding void checks): 1,795,777.63

Total Payments: 192

Bank Total (excluding void checks): 1,795,777.63

Total Payments: 192

Grand Total (excluding void checks): 1,795,777.63

INVOICE APPROVAL LIST BY FUND  
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| Fund<br>Department<br>Account | GL Number<br>Abbrev | Vendor Name<br>Invoice Description | Check<br>Number | Invoice<br>Number | Due<br>Date | Amount    |
|-------------------------------|---------------------|------------------------------------|-----------------|-------------------|-------------|-----------|
| Fund: GENERAL FUND            |                     |                                    |                 |                   |             |           |
| Dept: ADMINISTRATION          |                     |                                    |                 |                   |             |           |
| 101-200.000-727.000           | OFFICE SUP          | OFFICE EXPRESS                     | 0               |                   | 08/11/2014  | 250.60    |
|                               |                     | MISC. OFFICE SUPPLIES              |                 |                   |             |           |
| 101-200.000-801.000           | PROFESSION          | MUNICODE                           | 0               |                   | 08/11/2014  | 3,205.04  |
|                               |                     | CODE SUPPLEMENT                    |                 |                   |             |           |
| 101-200.000-802.000           | ONGOING RE          | DUNCAN DISPOSAL SYSTEMS, LLC       | 0               |                   | 08/11/2014  | 57.45     |
|                               |                     | DUMPSTER&RECYCLING - AUG 2014      |                 |                   |             |           |
| 101-200.000-807.000           | AUDITOR             | PLANTE & MORAN                     | 0               |                   | 08/11/2014  | 12,080.00 |
|                               |                     | JULY PROGRESS BILL FOR AUDIT       |                 |                   |             |           |
| 101-200.000-880.000           | COMMUNITY           | DUNCAN DISPOSAL SYSTEMS, LLC       | 0               |                   | 08/11/2014  | 1,800.00  |
|                               |                     | AUGUST STMT & RECYCLING BINS       |                 |                   |             |           |
| 101-200.000-900.000           | PRINTING            | LAKELAND PRINTING                  | 0               |                   | 08/11/2014  | 57.00     |
|                               |                     | BUSINESS CARDS - TOM LYON          |                 |                   |             |           |
| 101-200.000-971.100           | LAND/ BEAU          | GREEN OAK TIRE, INC.               | 0               |                   | 08/11/2014  | 75.00     |
|                               |                     | TIRES FOR GOLF CART                |                 |                   |             |           |
| Total ADMINISTRATION          |                     |                                    |                 |                   |             | 17,525.09 |
| Dept: CEMETERY                |                     |                                    |                 |                   |             |           |
| 101-276.000-740.000           | OPERATING           | BADER & SONS CO.                   | 0               |                   | 08/11/2014  | 45.18     |
|                               |                     | PULLEYS & MISC. TRACTOR PARTS      |                 |                   |             |           |
| 101-276.000-740.000           | OPERATING           | STONE DEPOT                        | 0               |                   | 08/11/2014  | 32.40     |
|                               |                     | TOP SOIL                           |                 |                   |             |           |
| 101-276.000-801.000           | PROFESSION          | PLANTE & MORAN                     | 0               |                   | 08/11/2014  | 470.00    |
|                               |                     | JULY PROGRESS BILL FOR AUDIT       |                 |                   |             |           |
| 101-276.000-802.000           | ONGOING RE          | DUNCAN DISPOSAL SYSTEMS, LLC       | 0               |                   | 08/11/2014  | 75.52     |
|                               |                     | DUMPSTER&RECYCLING - AUG 2014      |                 |                   |             |           |
| 101-276.000-802.000           | ONGOING RE          | JOHN'S SANITATION                  | 0               |                   | 08/11/2014  | 75.00     |
|                               |                     | PORTA JOHN @ CEMETERY              |                 |                   |             |           |
| 101-276.000-977.000           | EQUIPMENT           | BADER & SONS CO.                   | 0               |                   | 08/11/2014  | 600.00    |
|                               |                     | 42" MOWER DECK - TRACTOR #2        |                 |                   |             |           |
| Total CEMETERY                |                     |                                    |                 |                   |             | 1,298.10  |
| Dept: POLICE                  |                     |                                    |                 |                   |             |           |
| 101-300.000-722.000           | REIMBURSEM          | TRACY BROOKS                       | 0               |                   | 08/11/2014  | 540.00    |
|                               |                     | TUITION REIMBURSEMENT              |                 |                   |             |           |
| 101-300.000-727.000           | OFFICE SUP          | OFFICE EXPRESS                     | 0               |                   | 08/11/2014  | 90.99     |
|                               |                     | OFFICE SUPPLIES                    |                 |                   |             |           |
| 101-300.000-727.000           | OFFICE SUP          | OFFICE EXPRESS                     | 0               |                   | 08/11/2014  | 41.78     |
|                               |                     | OFFICE SUPPLIES                    |                 |                   |             |           |
| 101-300.000-727.000           | OFFICE SUP          | OFFICE EXPRESS                     | 0               |                   | 08/11/2014  | 73.98     |
|                               |                     | OFFICE SUPPLIES                    |                 |                   |             |           |
| 101-300.000-727.000           | OFFICE SUP          | LAKELAND PRINTING                  | 0               |                   | 08/11/2014  | 88.00     |
|                               |                     | PRINT TIME OFF REQUEST FORMS       |                 |                   |             |           |
| 101-300.000-740.000           | OPERATING           | ART VENTURES                       | 0               |                   | 08/11/2014  | 77.00     |
|                               |                     | FRAMING - 2010 S.L.P.D. PHOTO      |                 |                   |             |           |
| 101-300.000-802.000           | ONGOING RE          | DUNCAN DISPOSAL SYSTEMS, LLC       | 0               |                   | 08/11/2014  | 37.76     |
|                               |                     | DUMPSTER&RECYCLING - AUG 2014      |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | COOK AUTOMOTIVE                    | 0               |                   | 08/11/2014  | 165.15    |
|                               |                     | REPL IGNITION COIL - VEH 271       |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | LAWSON PRODUCTS, INC.              | 0               |                   | 06/30/2014  | 50.36     |
|                               |                     | MECHANIC'S SUPPLIES                |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | VICTORY LANE                       | 0               |                   | 08/11/2014  | 84.90     |
|                               |                     | OIL CHANGES - VEH. 001 & 202       |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | ADVANCE AUTO PARTS                 | 0               |                   | 08/11/2014  | 26.31     |
|                               |                     | MECHANIC'S SERVICE TRUCK TOOLS     |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | ADVANCE AUTO PARTS                 | 0               |                   | 08/11/2014  | 152.35    |
|                               |                     | TIRE REPAIR TOOLS                  |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | HINES PARK FORD, INC.              | 0               |                   | 08/11/2014  | 51.75     |
|                               |                     | SWITCH-W-8&CABLE ASSY-PD271        |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | AN DIRECT, INC.                    | 0               |                   | 08/11/2014  | 215.44    |
|                               |                     | SPOT LIGHT - P.D.202               |                 |                   |             |           |
| 101-300.000-863.000           | VEHICLE MA          | VICTORY LANE                       | 0               |                   | 08/11/2014  | 45.98     |
|                               |                     | OIL CHANGE - VEH 291               |                 |                   |             |           |
| 101-300.000-930.000           | REPAIR MAI          | MILL VALLEY VACUUM & SEWING        | 0               |                   | 08/11/2014  | 55.00     |
|                               |                     | VACUUM REPAIR                      |                 |                   |             |           |
| 101-300.000-931.000           | BUILDING M          | HAUSER HEATING-AIR CONDITION       | 0               |                   | 08/11/2014  | 1,180.00  |
|                               |                     | REPL A/C COIL & RECHARGE SYS       |                 |                   |             |           |
| 101-300.000-931.000           | BUILDING M          | PLUMBERS SERVICE                   | 0               |                   | 08/11/2014  | 515.50    |
|                               |                     | TESTING/TELEVISION SEWER LINE      |                 |                   |             |           |
| 101-300.000-958.100           | WITNESS FE          | TRACY FRESCURA                     | 0               |                   | 08/11/2014  | 8.00      |
|                               |                     | WITNESS FEE                        |                 |                   |             |           |

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| und<br>Department<br>Account                             | GL Number<br>Abbrev | Vendor Name<br>Invoice Description                            | Check<br>Number | Invoice<br>Number | Due<br>Date | Amount    |
|--|---------------------|---|-----------------|-------------------|-------------|-----------|
| und: GENERAL FUND<br>Dept: POLICE<br>101-300.000-958.100 | WITNESS FE          | JUDITH WISNER<br>WITNESS FEE                                  | 0               |                   | 08/11/2014  | 9.00      |
|  |                     |   |                 | Total POLICE      |             | 3,509.25  |
| Dept: FIRE<br>101-335.000-721.000                        | UNIFORMS &          | ALLIE BROTHERS UNIFORMS                                       | 0               |                   | 08/11/2014  | 199.80    |
| 101-335.000-721.000                                      | UNIFORMS &          | UNIFORM PANTS - CARLINGTON &<br>APOLLO FIRE EQUIPMENT CO.     | 0               |                   | 08/11/2014  | 341.94    |
| 101-335.000-721.000                                      | UNIFORMS &          | GLOVES & HOODS<br>APOLLO FIRE EQUIPMENT CO.                   | 0               |                   | 08/11/2014  | 139.39    |
| 101-335.000-727.000                                      | OFFICE SUP          | EXTRICATION & FIRE GLOVES<br>QUILL CORPORATION                | 0               |                   | 07/16/2014  | 62.99     |
| 101-335.000-802.000                                      | ONGOING RE          | PLASTIC CUPS<br>CYNERGY PRODUCTS                              | 0               |                   | 07/16/2014  | 345.00    |
| 101-335.000-802.000                                      | ONGOING RE          | JULY - SEPT RADIO CONTRACT<br>KOORSEN FIRE & SAFETY           | 0               |                   | 08/11/2014  | 765.00    |
| 101-335.000-802.000                                      | ONGOING RE          | SCBA COMPRESSOR SVC. CONTRACT<br>DUNCAN DISPOSAL SYSTEMS, LLC | 0               |                   | 08/11/2014  | 37.76     |
| 101-335.000-820.000                                      | COMPUTER            | DUMPSTER&RECYCLING - AUG 2014<br>DYNAMIC ENTERPRISE SOLUTIONS | 0               |                   | 08/11/2014  | 3,562.50  |
| 101-335.000-851.000                                      | RADIO MAIN          | DOWN PAYMENT ON SERVER &<br>UNITED COMMUNICATIONS CORP.       | 0               |                   | 08/11/2014  | 51.39     |
| 101-335.000-851.000                                      | RADIO MAIN          | MINITOR REPAIR<br>UNITED COMMUNICATIONS CORP.                 | 0               |                   | 08/11/2014  | 95.04     |
| 101-335.000-863.000                                      | VEHICLE MA          | MINITOR REPAIR<br>BULLET DISTRIBUTORS                         | 0               |                   | 08/11/2014  | 119.09    |
| 101-335.000-863.000                                      | VEHICLE MA          | DECAL REMOVER<br>HALT FIRE INC.                               | 0               |                   | 08/11/2014  | 84.66     |
| 101-335.000-863.000                                      | VEHICLE MA          | MASTER INTAKE VALVE REP. E-2<br>PAYETTE SALES & SERVICE, INC. | 0               |                   | 08/11/2014  | 51.95     |
| 101-335.000-863.000                                      | VEHICLE MA          | VALVE REPAIR - E-2<br>LAWSON PRODUCTS, INC.                   | 0               |                   | 06/30/2014  | 105.99    |
| 101-335.000-863.000                                      | VEHICLE MA          | MECHANIC'S SUPPLIES<br>PAYETTE SALES & SERVICE, INC.          | 0               |                   | 08/11/2014  | 820.48    |
| 101-335.000-863.000                                      | VEHICLE MA          | VALVE CONTROLLER - LADDER 1<br>ADVANCE AUTO PARTS             | 0               |                   | 08/11/2014  | 23.18     |
| 101-335.000-863.000                                      | VEHICLE MA          | MECHANIC'S SERVICE TRUCK TOOLS<br>ADVANCE AUTO PARTS          | 0               |                   | 08/11/2014  | 91.41     |
| 101-335.000-863.000                                      | VEHICLE MA          | TIRE REPAIR TOOLS<br>LAWSON PRODUCTS, INC.                    | 0               |                   | 08/11/2014  | 77.27     |
| 101-335.000-863.000                                      | VEHICLE MA          | MECHANICS SUPPLIES<br>MID AMERICAN AEL                        | 0               |                   | 08/11/2014  | 255.11    |
| 101-335.000-863.000                                      | VEHICLE MA          | FLASHING LIGHTS FOR LADDER 1<br>PAYETTE SALES & SERVICE, INC. | 0               |                   | 08/11/2014  | 401.60    |
| 101-335.000-863.000                                      | VEHICLE MA          | LIGHT TOWER LENS - E-1<br>GREEN OAK TIRE, INC.                | 0               |                   | 08/11/2014  | 1,063.00  |
| 101-335.000-930.000                                      | REPAIR MAI          | TIRES FOR E-1<br>TIME EMERGENCY EQUIPMENT                     | 0               |                   | 07/16/2014  | 393.36    |
| 101-335.000-930.000                                      | REPAIR MAI          | (3) THERMAL IMAGER BATTERIES<br>DOUGLASS SAFETY SYSTEMS LLC   | 0               |                   | 08/11/2014  | 58.85     |
| 101-335.000-930.000                                      | REPAIR MAI          | SCBA REPAIR<br>GRAINGER                                       | 0               |                   | 08/11/2014  | 149.30    |
| 101-335.000-930.000                                      | REPAIR MAI          | FLASHLIGHT BATTERIES<br>DOUGLASS SAFETY SYSTEMS LLC           | 0               |                   | 08/11/2014  | 129.71    |
| 101-335.000-931.000                                      | BUILDING M          | SCBA REPAIR<br>PLUMBERS SERVICE                               | 0               |                   | 08/11/2014  | 238.50    |
| 101-335.000-931.000                                      | BUILDING M          | TESTING/TELEVISIONING SEWER LINE<br>MADISON ELECTRIC CO.      | 0               |                   | 08/11/2014  | 211.50    |
| 101-335.000-970.000                                      | CAPITOL IM          | ELECTRICALSUPPLIES-TRAINING RM<br>PARKE CEILINGS              | 0               |                   | 08/11/2014  | 2,250.00  |
| 101-335.000-977.000                                      | EQUIPMENT           | SUSPENDED CEILING-TRAINING RM.<br>APOLLO FIRE EQUIPMENT CO.   | 0               |                   | 08/11/2014  | 144.93    |
| 101-335.000-977.000                                      | EQUIPMENT           | HYDRANT WRENCHES<br>HOWELL RESCUE SYSTEMS INC.                | 0               |                   | 08/11/2014  | 632.06    |
| 101-335.000-977.000                                      | EQUIPMENT           | VEHICLE EXTRACATION BAG<br>WITMER PUBLIC SAFETY GROUP         | 0               |                   | 08/11/2014  | 340.98    |
|  |                     | HOT STICK   |                 |                   |             |           |
|  |                     |   |                 | Total FIRE        |             | 13,243.74 |
| Dept: DEPT. OF PUBLIC WORKS                              |                     |   |                 |                   |             |           |

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| nd<br>Department<br>Account  | GL Number<br>Abbrev | Vendor Name<br>Invoice Description                            | Check<br>Number | Invoice<br>Number | Due<br>Date | Amount    |
|--|---------------------|---|-----------------|-------------------|-------------|-----------|
| nd: GENERAL FUND<br>Dept: DEPT. OF PUBLIC WORKS<br>101-440.000-727.000 | OFFICE SUP          | OFFICE EXPRESS<br>OFFICE SUPPLIES                             | 0               |                   | 08/11/2014  | 50.06     |
| 101-440.000-740.000  | OPERATING           | BADER & SONS CO.<br>MOWER BLADES & POWER WASHER               | 0               |                   | 08/11/2014  | 37.94     |
| 101-440.000-740.000  | OPERATING           | QUALITY FIRST AID & SAFETY<br>SUPPLIES                        | 0               |                   | 08/11/2014  | 90.97     |
| 101-440.000-740.000  | OPERATING           | QUALITY FIRST AID & SAFETY<br>HAND CLEANER                    | 0               |                   | 08/11/2014  | 41.98     |
| 101-440.000-740.000  | OPERATING           | ANN ARBOR WELDING SUPPLY CO<br>CYLINDER RENTAL                | 0               |                   | 08/11/2014  | 76.50     |
| 101-440.000-740.000  | OPERATING           | ANN ARBOR WELDING SUPPLY CO<br>WELDING SUPPLIES               | 0               |                   | 08/11/2014  | 98.25     |
| 101-440.000-740.000  | OPERATING           | QUALITY FIRST AID & SAFETY<br>SAFETY GLASSES & GLOVES         | 0               |                   | 08/11/2014  | 117.72    |
| 101-440.000-802.000  | ONGOING RE          | DUNCAN DISPOSAL SYSTEMS, LLC<br>DUMPSTER&RECYCLING - AUG 2014 | 0               |                   | 08/11/2014  | 118.68    |
| 101-440.000-863.000  | VEHICLE MA          | FLEETPRIDE<br>REAR BRAKE DRUMS T-12                           | 0               |                   | 08/11/2014  | 323.75    |
| 101-440.000-863.000  | VEHICLE MA          | LAWSON PRODUCTS, INC.<br>MECHANIC'S SUPPLIES                  | 0               |                   | 06/30/2014  | 424.41    |
| 101-440.000-863.000  | VEHICLE MA          | O'REILLY AUTO PARTS<br>FILTER FOR JD TRACTOR                  | 0               |                   | 08/11/2014  | 22.44     |
| 101-440.000-863.000  | VEHICLE MA          | O'REILLY AUTO PARTS<br>OIL, FUEL&AIR FILTERS - VACTOR         | 0               |                   | 08/11/2014  | 224.67    |
| 101-440.000-863.000  | VEHICLE MA          | GREEN OAK TIRE, INC.<br>TIRES FOR T-12                        | 0               |                   | 08/11/2014  | 2,427.00  |
| 101-440.000-863.000  | VEHICLE MA          | ADVANCE AUTO PARTS<br>MECHANIC'S SERVICE TRUCK TOOLS          | 0               |                   | 08/11/2014  | 42.10     |
| 101-440.000-863.000  | VEHICLE MA          | ADVANCE AUTO PARTS<br>TIRE REPAIR TOOLS                       | 0               |                   | 08/11/2014  | 243.76    |
| 101-440.000-863.000  | VEHICLE MA          | JACK DOHENY SUPPLIES INC.<br>MISC PARTS FOR VACTOR            | 0               |                   | 08/11/2014  | 36.96     |
| 101-440.000-863.000  | VEHICLE MA          | LAWSON PRODUCTS, INC.<br>MECHANICS SUPPLIES                   | 0               |                   | 08/11/2014  | 542.58    |
| 101-440.000-863.000  | VEHICLE MA          | BADER & SONS CO.<br>PULLEYS & MISC. TRACTOR PARTS             | 0               |                   | 08/11/2014  | 41.88     |
| 101-440.000-863.000  | VEHICLE MA          | CENTRAL PARTS WAREHOUSE<br>PLOW LIGHT ASSY FOR T-6            | 0               |                   | 08/11/2014  | 275.87    |
| 101-440.000-863.000  | VEHICLE MA          | HAROLD'S FRAME SHOP INC.<br>REPL SPRINGS & BRAKES - T-12      | 0               |                   | 08/11/2014  | 6,157.38  |
| 101-440.000-923.000  | STREET LIG          | C.E.S.<br>REPAIR PARTS FOR DWTNWN LIGHTS                      | 0               |                   | 06/30/2014  | 1,230.96  |
| 101-440.000-974.000  | LAND IMPRO          | HORNET CONCRETE CO. INC.<br>CONCRETE FOR SIDEWALK REPAIRS     | 0               |                   | 08/11/2014  | 243.00    |
| 101-440.000-974.000  | LAND IMPRO          | NORMAR LANDSCAPERS, INC.<br>TREE & STUMP REMOVAL              | 0               |                   | 06/30/2014  | 4,725.00  |
| Total DEPT. OF PUBLIC WORKS  |                     |   |                 |                   |             | 17,593.86 |
| Dept: PARKS AND RECREATION<br>101-690.000-740.000                      | OPERATING           | GRAINGER<br>TRASH LINERS                                      | 0               |                   | 08/11/2014  | 160.30    |
| 101-690.000-740.000  | OPERATING           | QUALITY FIRST AID & SAFETY<br>SUPPLIES                        | 0               |                   | 08/11/2014  | 64.99     |
| 101-690.000-801.000  | PROFESSION          | D&G NATURES WAY LAWN CARE<br>ADDL WEED CONTROL @ PARKS        | 0               |                   | 08/11/2014  | 780.00    |
| 101-690.000-801.000  | PROFESSION          | JOHN'S SANITATION<br>PORTA JOHNS @ PARKS                      | 0               |                   | 08/11/2014  | 620.00    |
| 101-690.000-930.000  | REPAIR MAI          | MIRACLE RECREATION EQUIPMENT<br>PARTS FOR PLAYGROUND EQUIP.   | 0               |                   | 08/11/2014  | 244.00    |
| Total PARKS AND RECREATION   |                     |   |                 |                   |             | 1,869.29  |
| Dept: HISTORICAL DEPOT<br>101-732.000-931.000                          | BUILDING M          | GRAINGER<br>TRASH LINERS                                      | 0               |                   | 08/11/2014  | 183.20    |
| Total HISTORICAL DEPOT   |                     |   |                 |                   |             | 183.20    |
| Fund Total   |                     |   |                 |                   |             | 55,222.53 |

Fund: MAJOR STREETS

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City of South Lyon

| Fund<br>Department<br>Account        | GL Number<br>Abbrev | Vendor Name<br>Invoice Description                            | Check<br>Number | Invoice<br>Number       | Due<br>Date | Amount    |
|--------------------------------------|---------------------|---|-----------------|-------------------------|-------------|-----------|
| Fund: MAJOR STREETS                  |                     |   |                 |                         |             |           |
| Dept: STORM SEWER                    |                     |   |                 |                         |             |           |
| 202-491.000-740.000                  | OPERATING           | HORNET CONCRETE CO. INC.<br>CATCH BASIN RISERS                | 0               |                         | 08/11/2014  | 90.00     |
|                                      |                     |   |                 | Total STORM SEWER       |             | 90.00     |
|                                      |                     |   |                 | Fund Total              |             | 90.00     |
| Fund: DOWNTOWN DEVELOPMENT AUTHORITY |                     |   |                 |                         |             |           |
| Dept:                                |                     |   |                 |                         |             |           |
| 280-000.000-801.000                  | PROFESSION          | PLANTE & MORAN<br>JULY PROGRESS BILL FOR AUDIT                | 0               |                         | 08/11/2014  | 470.00    |
| 280-000.000-970.000                  | CAPITOL IM          | GREEN OAK TIRE, INC.<br>TIRES FOR GOLF CART                   | 0               |                         | 08/11/2014  | 75.00     |
|                                      |                     |   |                 | Total                   |             | 545.00    |
|                                      |                     |   |                 | Fund Total              |             | 545.00    |
| Fund: CAPITAL IMPROVEMENTS           |                     |   |                 |                         |             |           |
| Dept: CONSTRUCTION                   |                     |   |                 |                         |             |           |
| 401-451.000-801.000                  | PROFESSION          | PLANTE & MORAN<br>JULY PROGRESS BILL FOR AUDIT                | 0               |                         | 08/11/2014  | 4,220.00  |
|                                      |                     |   |                 | Total CONSTRUCTION      |             | 4,220.00  |
|                                      |                     |   |                 | Fund Total              |             | 4,220.00  |
| Fund: WATER & SEWER                  |                     |   |                 |                         |             |           |
| Dept: WATER / REPAIR                 |                     |   |                 |                         |             |           |
| 592-540.000-740.000                  | OPERATING           | STONE DEPOT<br>TOPSOIL  | 0               |                         | 08/11/2014  | 108.00    |
|                                      |                     |   |                 | Total WATER / REPAIR    |             | 108.00    |
| Dept: SEWER / REPAIR                 |                     |   |                 |                         |             |           |
| 592-550.000-740.000                  | OPERATING           | STONE DEPOT<br>TOPSOIL  | 0               |                         | 08/11/2014  | 140.40    |
| 592-550.000-930.000                  | REPAIR MAI          | PLUMBERS SERVICE<br>CABLED SANITARY LINE-321 SCOTT            | 0               |                         | 08/11/2014  | 252.00    |
|                                      |                     |   |                 | Total SEWER / REPAIR    |             | 392.40    |
| Dept: REFUSE COLLECTION              |                     |   |                 |                         |             |           |
| 592-555.000-818.100                  | REFUSE COL          | DUNCAN DISPOSAL SYSTEMS, LLC<br>AUGUST STMT & RECYCLING BINS  | 0               |                         | 08/11/2014  | 41,202.85 |
|                                      |                     |   |                 | Total REFUSE COLLECTION |             | 41,202.85 |
| Dept: WATER                          |                     |   |                 |                         |             |           |
| 592-556.000-727.000                  | OFFICE SUP          | OFFICE EXPRESS<br>OFFICE SUPPLIES                             | 0               |                         | 08/11/2014  | 59.19     |
| 592-556.000-740.000                  | OPERATING           | JCI JONES CHEMICALS INC.<br>CHLORINE                          | 0               |                         | 08/11/2014  | 980.50    |
| 592-556.000-740.000                  | OPERATING           | GRAINGER<br>GRINDER & ELECTRICAL TEST METER                   | 0               |                         | 08/11/2014  | 122.38    |
| 592-556.000-740.000                  | OPERATING           | BADGER METER INC.<br>METER GASKETS & COUPLINGS                | 0               |                         | 08/11/2014  | 291.32    |
| 592-556.000-740.000                  | OPERATING           | REAGENTS HOLDINGS<br>LAB SUPPLIES                             | 0               |                         | 08/11/2014  | 59.02     |
| 592-556.000-740.000                  | OPERATING           | FISHER SCIENTIFIC<br>LAB SUPPLIES                             | 0               |                         | 08/11/2014  | 206.86    |
| 592-556.000-740.000                  | OPERATING           | ELHORN ENGINEERING COMPANY<br>PHOSPHATE                       | 0               |                         | 08/11/2014  | 1,472.00  |
| 592-556.000-740.000                  | OPERATING           | QUALITY FIRST AID & SAFETY<br>1ST AID&PAPER SUPPLIES &GLOVES  | 0               |                         | 08/11/2014  | 49.76     |
| 592-556.000-802.000                  | ONGOING RE          | DUNCAN DISPOSAL SYSTEMS, LLC<br>DUMPSTER&RECYCLING - AUG 2014 | 0               |                         | 08/11/2014  | 48.56     |
| 592-556.000-807.000                  | AUDITOR             | PLANTE & MORAN<br>JULY PROGRESS BILL FOR AUDIT                | 0               |                         | 08/11/2014  | 3,190.00  |
| 592-556.000-820.000                  | COMPUTER            | TECH RESOURCES, INC.<br>INTEL HASWELL PROCESSOR               | 0               |                         | 08/11/2014  | 732.25    |
| 592-556.000-863.000                  | VEHICLE MA          | O'REILLY AUTO PARTS<br>VEHICLE WASH                           | 0               |                         | 08/11/2014  | 36.99     |

INVOICE APPROVAL LIST BY FUND  
CHECKS TO BE APPROVED 08/11/14

Date: 08/07/2014  
Time: 1:15pm  
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he City of South Lyon

| und<br>Department<br>Account                             | GL Number<br>Abbrev | Vendor Name<br>Invoice Description                      | Check<br>Number | Invoice<br>Number | Due<br>Date | Amount   |
|--|---------------------|---|-----------------|-------------------|-------------|----------|
| und: WATER & SEWER<br>Dept: WATER<br>592-556.000-863.000 | VEHICLE MA          | LAWSON PRODUCTS, INC.<br>MECHANIC'S SUPPLIES            | 0               |                   | 06/30/2014  | 105.99   |
| 592-556.000-863.000                                      | VEHICLE MA          | HINES PARK FORD, INC.<br>BUMPER REPLACED W-2 & W-8      | 0               |                   | 08/11/2014  | 1,048.82 |
| 592-556.000-863.000                                      | VEHICLE MA          | HINES PARK FORD, INC.<br>HEADLIGHT SWITCH W-8           | 0               |                   | 08/11/2014  | 128.85   |
| 592-556.000-863.000                                      | VEHICLE MA          | O'REILLY AUTO PARTS<br>VEHICLE WASH BRUSH               | 0               |                   | 08/11/2014  | 14.99    |
| 592-556.000-863.000                                      | VEHICLE MA          | ADVANCE AUTO PARTS<br>BATTERY FOR W-1                   | 0               |                   | 08/11/2014  | 137.99   |
| 592-556.000-863.000                                      | VEHICLE MA          | ADVANCE AUTO PARTS<br>MECHANIC'S SERVICE TRUCK TOOLS    | 0               |                   | 08/11/2014  | 15.79    |
| 592-556.000-863.000                                      | VEHICLE MA          | ADVANCE AUTO PARTS<br>TIRE REPAIR TOOLS                 | 0               |                   | 08/11/2014  | 91.41    |
| 592-556.000-863.000                                      | VEHICLE MA          | FLASH GLASS<br>REAR WINDOW REPLACED W-2                 | 0               |                   | 08/11/2014  | 235.45   |
| 592-556.000-863.000                                      | VEHICLE MA          | HINES PARK FORD, INC.<br>SWITCH-W-8&CABLE ASSY-PD271    | 0               |                   | 08/11/2014  | 30.91    |
| 592-556.000-863.000                                      | VEHICLE MA          | LAWSON PRODUCTS, INC.<br>MECHANICS SUPPLIES             | 0               |                   | 08/11/2014  | 77.27    |
| 592-556.000-863.000                                      | VEHICLE MA          | ADVANCE AUTO PARTS<br>BATTERY FOR W-8                   | 0               |                   | 08/11/2014  | 146.99   |
| 592-556.000-900.000                                      | PRINTING            | PRINTING SYSTEMS<br>UTILITY BILLS & REMINDER NOTIC      | 0               |                   | 06/30/2014  | 463.99   |
|  |                     |   |                 | Total WATER       |             | 9,747.28 |
| Dept: WASTEWATER<br>592-557.000-727.000                  | OFFICE SUP          | OFFICE EXPRESS<br>OFFICE SUPPLIES                       | 0               |                   | 08/11/2014  | 59.18    |
| 592-557.000-740.000                                      | OPERATING           | BRIGHTON ANALYTICAL, INC.<br>WW ANALYSIS                | 0               |                   | 08/11/2014  | 41.25    |
| 592-557.000-740.000                                      | OPERATING           | ELHORN ENGINEERING COMPANY<br>POLYMASTER CHEM FEED PUMP | 0               |                   | 08/11/2014  | 1,227.00 |
| 592-557.000-740.000                                      | OPERATING           | ARBOR SPRINGS WATER CO., INC.<br>LAB SUPPLIES           | 0               |                   | 08/11/2014  | 28.75    |
| 592-557.000-740.000                                      | OPERATING           | PARKSON CORPORATION<br>SCREENINGS COMPACTOR PROGRAM     | 0               |                   | 08/11/2014  | 1,431.31 |
| 592-557.000-740.000                                      | OPERATING           | FISHER SCIENTIFIC<br>LAB SUPPLIES                       | 0               |                   | 06/30/2014  | 263.08   |
| 592-557.000-740.000                                      | OPERATING           | BADER & SONS CO.<br>MOWER BLADES & POWER WASHER         | 0               |                   | 08/11/2014  | 82.98    |
| 592-557.000-740.000                                      | OPERATING           | GRAINGER<br>GRINDER & ELECTRICAL TEST METER             | 0               |                   | 08/11/2014  | 122.37   |
| 592-557.000-740.000                                      | OPERATING           | FLEETPRIDE<br>LIFT STATION GENERATOR PARTS              | 0               |                   | 08/11/2014  | 38.65    |
| 592-557.000-740.000                                      | OPERATING           | BADGER METER INC.<br>METER GASKETS & COUPLINGS          | 0               |                   | 08/11/2014  | 291.31   |
| 592-557.000-740.000                                      | OPERATING           | CHEMTRADE CHEMICALS US LLC<br>ALUMINUM SULFATE          | 0               |                   | 08/11/2014  | 5,158.59 |
| 592-557.000-740.000                                      | OPERATING           | HACH COMPANY<br>LAB SUPPLIES                            | 0               |                   | 08/11/2014  | 118.92   |
| 592-557.000-740.000                                      | OPERATING           | REAGENTS HOLDINGS<br>LAB SUPPLIES                       | 0               |                   | 08/11/2014  | 59.01    |
| 592-557.000-740.000                                      | OPERATING           | ANN ARBOR WELDING SUPPLY CO<br>CYLINDER RENTAL          | 0               |                   | 08/11/2014  | 25.50    |
| 592-557.000-740.000                                      | OPERATING           | ANN ARBOR WELDING SUPPLY CO<br>WELDING SUPPLIES         | 0               |                   | 08/11/2014  | 32.75    |
| 592-557.000-740.000                                      | OPERATING           | FISHER SCIENTIFIC<br>LAB SUPPLIES                       | 0               |                   | 08/11/2014  | 206.86   |
| 592-557.000-740.000                                      | OPERATING           | GRAINGER<br>LIFT STATION PUMP CONTROLS                  | 0               |                   | 08/11/2014  | 288.60   |
| 592-557.000-740.000                                      | OPERATING           | PARAGON LABORATORIES, INC.<br>WW ANALYSIS               | 0               |                   | 08/11/2014  | 180.00   |
| 592-557.000-740.000                                      | OPERATING           | BRIGHTON ANALYTICAL, INC.<br>WW ANALYSIS                | 0               |                   | 08/11/2014  | 41.25    |
| 592-557.000-740.000                                      | OPERATING           | CUMMINS BRIDGEWAY, LLC<br>LIFT STATION GENERATOR REPAIR | 0               |                   | 08/11/2014  | 400.56   |
| 592-557.000-740.000                                      | OPERATING           | O'REILLY AUTO PARTS<br>SLUDGE PUMP LUBE                 | 0               |                   | 08/11/2014  | 57.42    |

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City of South Lyon

| Fund<br>Department<br>Account                                  | GL Number<br>Abbrev | Vendor Name<br>Invoice Description                            | Check<br>Number | Invoice<br>Number | Due<br>Date | Amount     |
|--|---------------------|---|-----------------|-------------------|-------------|------------|
| Fund: WATER & SEWER<br>Dept: WASTEWATER<br>592-557.000-740.000 | OPERATING           | PARAGON LABORATORIES, INC.<br>WW ANALYSIS                     | 0               |                   | 08/11/2014  | 900.00     |
| 592-557.000-740.000  | OPERATING           | QUALITY FIRST AID & SAFETY<br>1ST AID&PAPER SUPPLIES &GLOVES  | 0               |                   | 08/11/2014  | 49.76      |
| 592-557.000-802.000  | ONGOING RE          | KROFF MECHANICAL SERVICE CO.<br>SUMMER HVAC INSPECTION        | 0               |                   | 08/11/2014  | 1,125.00   |
| 592-557.000-802.000  | ONGOING RE          | DUNCAN DISPOSAL SYSTEMS, LLC<br>DUMPSTER&RECYCLING - AUG 2014 | 0               |                   | 08/11/2014  | 48.56      |
| 592-557.000-807.000  | AUDITOR             | PLANTE & MORAN<br>JULY PROGRESS BILL FOR AUDIT                | 0               |                   | 08/11/2014  | 3,190.00   |
| 592-557.000-820.000  | COMPUTER            | TECH RESOURCES, INC.<br>INTEL HASWELL PROCESSOR               | 0               |                   | 08/11/2014  | 732.25     |
| 592-557.000-900.000  | PRINTING            | PRINTING SYSTEMS<br>UTILITY BILLS & REMINDER NOTIC            | 0               |                   | 06/30/2014  | 463.98     |
| 592-557.000-931.000  | BUILDING M          | BIOTECH AGRONOMICS INC<br>SLUDGE REMOVAL                      | 0               |                   | 08/11/2014  | 21,576.00  |
| Total WASTEWATER   |                     |   |                 |                   |             | 38,240.89  |
| Fund Total   |                     |   |                 |                   |             | 89,691.42  |
| Fund: EQUIPMENT REPLACEMENT<br>Dept:<br>641-000.000-959.800    |                     | WEINGARTZ<br>EXMARK ZERO TURN MOWER &                         | 0               |                   | 08/11/2014  | 12,037.00  |
| Total  |                     |   |                 |                   |             | 12,037.00  |
| Fund Total   |                     |   |                 |                   |             | 12,037.00  |
| Grand Total  |                     |   |                 |                   |             | 161,805.95 |

The above checks have been approved for payment.

\_\_\_\_\_  
Lisa Deaton, City Clerk/Treasurer

\_\_\_\_\_  
Tedd M. Wallace, Mayor

# July 2014 Payroll Report

| Department                   | Pay Rate | Reg Hours      | O.T. Hours    | Reg Pay             | O.T. Pay           | Misc.              | Total Pay            | Notes                   |
|------------------------------|----------|----------------|---------------|---------------------|--------------------|--------------------|----------------------|-------------------------|
| <b>Administration</b>        |          |                |               |                     |                    |                    |                      |                         |
| Badarak, A.                  | 18.0400  | 160.00         |               | \$ 2,886.40         | \$ -               | \$ 239.20          | \$ 3,125.60          | COLA                    |
| Ciarelli, J.                 | 14.5000  | 80.50          |               | \$ 1,167.25         | \$ -               |                    | \$ 1,167.25          |                         |
| Cook, R.                     | 80.0000  | 0.00           |               | \$ -                |                    |                    | \$ -                 |                         |
| Deaton, L.                   |          |                |               | \$ 4,629.24         |                    | \$ 239.20          | \$ 4,868.44          | COLA                    |
| DeLaney, K.                  | 24.0000  | 83.50          |               | \$ 2,004.00         |                    |                    | \$ 2,004.00          |                         |
| Lundy, P.                    | 10.2000  | 73.50          |               | \$ 749.70           | \$ -               |                    | \$ 749.70            |                         |
| Ladner, L.                   |          |                |               | \$ 6,923.06         |                    | \$ 58.88           | \$ 6,981.94          | COLA                    |
| Mosier, L.                   |          |                |               | \$ 4,307.34         |                    | \$ 239.20          | \$ 4,546.54          | COLA                    |
| Spaulding, D.                | 16.1200  | 160.00         |               | \$ 2,579.20         |                    | \$ 110.40          | \$ 2,689.60          | COLA                    |
| Schulz, P.                   | 17.3400  | 60.00          |               | \$ 1,040.40         |                    |                    | \$ 1,040.40          |                         |
| <b>TOTAL: Administration</b> |          | <b>617.50</b>  | <b>0.00</b>   | <b>\$ 26,286.59</b> | <b>\$ -</b>        | <b>\$ 886.88</b>   | <b>\$ 27,173.47</b>  |                         |
|                              |          |                |               |                     |                    |                    |                      |                         |
| Department                   | Pay Rate | Reg Hours      | O.T. Hours    | Reg Pay             | O.T. Pay           | Misc.              | Total Pay            | Notes                   |
| <b>Cemetery</b>              |          |                |               |                     |                    |                    |                      |                         |
| Brannun, L.                  | 11.1600  | 81.00          |               | \$ 903.96           |                    |                    | \$ 903.96            |                         |
| Kimberly, B.                 | 11.1600  | 73.00          |               | \$ 814.68           |                    |                    | \$ 814.68            |                         |
| McLean, W.                   | 11.1600  | 69.00          |               | \$ 770.04           |                    |                    | \$ 770.04            |                         |
| Wauford, S.                  | 11.1600  | 12.00          |               | \$ 133.92           |                    |                    | \$ 133.92            |                         |
| Wedesky, J. W.               | 11.1600  | 78.00          |               | \$ 870.48           |                    |                    | \$ 870.48            |                         |
| Williamson, N.               | 11.8600  | 80.00          |               | \$ 948.80           |                    |                    | \$ 948.80            |                         |
| <b>TOTAL: Cemetery</b>       |          | <b>393.00</b>  | <b>0.00</b>   | <b>\$ 4,441.88</b>  | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ 4,441.88</b>   |                         |
|                              |          |                |               |                     |                    |                    |                      |                         |
| Department                   | Pay Rate | Reg Hours      | O.T. Hours    | Reg Pay             | O.T. Pay           | Misc.              | Total Pay            | Notes                   |
| <b>Police</b>                |          |                |               |                     |                    |                    |                      |                         |
| Baaki, D.                    | 34.0304  | 168.00         | 4.00          | \$ 5,704.98         | \$ 208.80          | \$ 1,876.00        | \$ 7,789.77          | COLA & Longevity        |
| Baker, A.                    | 31.3576  | 168.00         | 4.00          | \$ 5,258.16         | \$ 191.90          | \$ 260.13          | \$ 5,710.18          | COLA                    |
| Baker, J.                    | 34.0304  | 160.00         | 0.00          | \$ 5,432.73         |                    | \$ 1,575.77        | \$ 7,008.50          | COLA & Longevity        |
| Barbour, R.                  | 31.3576  | 160.00         | 24.50         | \$ 5,006.37         | \$ 1,170.06        | \$ 269.10          | \$ 6,445.53          | COLA                    |
| Brooks, T.                   | 31.3576  | 200.00         | 10.00         | \$ 6,260.66         | \$ 481.90          | \$ 254.38          | \$ 6,996.94          | COLA                    |
| Collins, L.                  |          |                |               | \$ 6,851.82         |                    | \$ 239.20          | \$ 7,091.02          | COLA                    |
| Conklin, R.                  | 10.0000  | 95.50          |               | \$ 955.00           |                    |                    | \$ 955.00            |                         |
| Faught, C.                   | 34.0304  | 168.00         | 5.00          | \$ 5,702.45         | \$ 258.83          | \$ 270.94          | \$ 6,232.22          | COLA                    |
| Forgacs, M.                  | 16.2100  | 0.00           |               | \$ -                |                    |                    | \$ -                 |                         |
| Hoydic, S.                   | 31.3576  | 160.00         | 16.00         | \$ 5,005.12         | \$ 771.05          | \$ 254.38          | \$ 6,030.54          | COLA                    |
| Kretflin, F.                 | 16.2100  | 0.00           |               | \$ -                |                    |                    | \$ -                 |                         |
| Laraway, P.                  | 16.2100  | 0.00           |               | \$ -                |                    |                    | \$ -                 |                         |
| Pieknik, Marc                | 10.0000  | 77.50          |               | \$ 775.00           |                    |                    | \$ 775.00            |                         |
| Raap, T.                     | 31.3576  | 168.00         | 20.00         | \$ 5,256.32         | \$ 955.15          | \$ 252.54          | \$ 6,464.01          | COLA                    |
| Regentik, C.                 | 18.0400  | 160.00         |               | \$ 2,886.40         |                    | \$ 311.36          | \$ 3,197.76          | COLA & Sick Time Payout |
| Sederlund, C.                | 34.0304  | 160.00         | 20.00         | \$ 5,432.72         | \$ 1,039.66        | \$ 246.56          | \$ 6,718.95          | COLA                    |
| Sovik, C.                    | 36.2478  | 200.00         | 24.00         | \$ 7,234.56         | \$ 1,332.62        | \$ 257.60          | \$ 8,824.78          | COLA                    |
| Sroufe, T.                   | 31.3576  | 160.00         |               | \$ 5,007.28         |                    | \$ 239.20          | \$ 5,246.48          | COLA                    |
| Stevens, T.                  | 31.3576  | 168.00         | 10.00         | \$ 5,255.54         | \$ 477.58          | \$ 259.21          | \$ 5,992.32          | COLA                    |
| Tomanek, J.                  | 31.3576  | 160.00         | 30.00         | \$ 5,006.82         | \$ 1,439.22        | \$ 274.85          | \$ 6,720.88          | COLA                    |
| Walton, T.                   | 31.3576  | 160.00         | 12.00         | \$ 5,006.04         | \$ 573.09          | \$ 271.63          | \$ 5,850.76          | COLA                    |
| Wilcox, W.                   | 11.5600  | 18.00          |               | \$ 208.08           |                    |                    | \$ 208.08            |                         |
| Witcox, W.                   | 16.2100  | 0.00           |               | \$ -                |                    |                    | \$ -                 |                         |
| Wittrock, M.                 | 31.3576  | 168.00         | 4.00          | \$ 5,256.91         | \$ 191.03          | \$ 278.99          | \$ 5,726.93          | COLA                    |
| <b>Total: Police</b>         |          | <b>2879.00</b> | <b>183.50</b> | <b>\$ 93,502.93</b> | <b>\$ 9,090.88</b> | <b>\$ 7,391.84</b> | <b>\$ 109,985.65</b> |                         |



| Department                  | Pay Rate | Reg Hours       | O.T. Hours    | Reg Pay              | O.T. Pay            | Misc.               | Total Pay            | Notes              |
|-----------------------------|----------|-----------------|---------------|----------------------|---------------------|---------------------|----------------------|--------------------|
| <b>Fire</b>                 |          |                 |               |                      |                     |                     |                      |                    |
| Achatz, R.                  | 15.4000  | 19.25           |               | \$ 289.85            |                     |                     | \$ 289.85            |                    |
| Armstrong, C.               | 19.8000  | 84.25           |               | \$ 1,668.15          |                     |                     | \$ 1,668.15          |                    |
| Bromley, E.                 | 10.0000  | 64.00           |               | \$ 640.00            |                     |                     | \$ 640.00            |                    |
| Carlington, R.              | 16.5000  | 54.50           |               | \$ 899.25            |                     |                     | \$ 899.25            |                    |
| Conrad, C.                  | 8.0000   | 25.00           |               | \$ 200.00            |                     |                     | \$ 200.00            |                    |
| Demeniuk, C.                | 17.6000  | 64.25           |               | \$ 1,130.80          |                     |                     | \$ 1,130.80          |                    |
| Esper, T.                   | 10.0000  | 53.25           |               | \$ 532.50            |                     |                     | \$ 532.50            |                    |
| Gearns-Hazlett, J.          | 16.5000  | 0.00            |               | \$ -                 |                     |                     | \$ -                 |                    |
| Glenn, J.                   | 15.4000  | 0.00            |               | \$ -                 |                     |                     | \$ -                 |                    |
| Glenn, R.                   | 16.5000  | 0.00            |               | \$ -                 |                     |                     | \$ -                 |                    |
| Hammon, D.                  | 22.0000  | 27.75           |               | \$ 610.50            |                     |                     | \$ 610.50            |                    |
| Johnston, D.                | 17.6000  | 57.50           |               | \$ 1,012.00          |                     |                     | \$ 1,012.00          |                    |
| Kennedy, M.                 |          |                 |               | \$ 2,182.02          |                     |                     | \$ 2,182.02          |                    |
| LaCroix, L.                 | 10.0000  | 64.50           |               | \$ 645.00            |                     |                     | \$ 645.00            |                    |
| Lynn, C.                    | 16.5000  | 12.75           |               | \$ 210.38            |                     |                     | \$ 210.38            |                    |
| McGillen, T.                | 16.5000  | 15.00           |               | \$ 247.50            |                     |                     | \$ 247.50            |                    |
| Mitchell, Dean              | 8.0000   | 56.50           |               | \$ 452.00            |                     |                     | \$ 452.00            |                    |
| Moynihan, B.                | 17.6000  | 72.00           |               | \$ 1,267.20          |                     |                     | \$ 1,267.20          |                    |
| Noechel, J.                 | 19.8000  | 0.00            |               | \$ -                 |                     |                     | \$ -                 |                    |
| Olando, Michael             | 8.0000   | 72.50           |               | \$ 580.00            |                     |                     | \$ 580.00            |                    |
| Shekeil, J.                 | 19.8000  | 81.50           |               | \$ 1,613.70          |                     |                     | \$ 1,613.70          |                    |
| Shippe, S.                  | 16.5000  | 35.25           |               | \$ 570.90            |                     |                     | \$ 570.90            |                    |
| Stanisz, D.                 | 14.3000  | 0.00            |               | \$ -                 |                     |                     | \$ -                 |                    |
| Ulrich, C.                  | 16.5000  | 19.50           |               | \$ 321.75            |                     |                     | \$ 321.75            |                    |
| Weir, M.                    | 20.9000  | 35.75           |               | \$ 747.18            |                     |                     | \$ 747.18            |                    |
| Wilson, T.                  | 17.6000  | 16.00           |               | \$ 281.60            |                     |                     | \$ 281.60            |                    |
| <b>Total: Fire</b>          |          | <b>931.00</b>   |               | <b>\$ 16,102.27</b>  |                     | <b>\$ -</b>         | <b>\$ 16,102.28</b>  |                    |
|                             |          |                 |               |                      |                     |                     |                      |                    |
| Department                  | Pay Rate | Reg Hours       | O.T. Hours    | Reg Pay              | O.T. Pay            | Misc.               | Total Pay            | Notes              |
| <b>D.P.W.</b>               |          |                 |               |                      |                     |                     |                      |                    |
| Abramowicz, J.              | 14.9600  | 152.00          |               | \$ 2,273.92          | \$ -                | \$ 246.10           | \$ 2,520.02          | COLA               |
| Archey, Je.                 | 23.8800  | 160.00          | 16.50         | \$ 3,820.80          | \$ 596.97           | \$ 464.38           | \$ 4,882.15          | COLA & On-call     |
| Brock, R.                   | 24.2800  | 160.00          |               | \$ 3,884.80          | \$ -                | \$ 247.94           | \$ 4,132.74          | COLA               |
| Buers, D.                   | 22.7500  | 160.00          |               | \$ 3,640.00          | \$ -                | \$ 239.20           | \$ 3,879.20          | COLA               |
| Dentai, F.                  | 14.9600  | 152.00          | 31.00         | \$ 2,273.92          | \$ 695.64           | \$ 632.09           | \$ 3,601.65          | COLA & On-call     |
| Jamison, M.                 | 18.0400  | 160.00          | 2.00          | \$ 2,886.40          | \$ 53.82            | \$ 239.20           | \$ 3,179.42          | COLA               |
| Kaska, C.                   | 20.7700  | 160.00          |               | \$ 3,323.20          | \$ -                | \$ 239.66           | \$ 3,562.86          | COLA               |
| Moritz, M.                  | 20.7700  | 160.00          |               | \$ 3,323.20          | \$ -                | \$ 308.40           | \$ 3,631.60          | COLA & On-call     |
| Paver, V.                   | 20.7700  | 160.00          | 23.00         | \$ 3,323.20          | \$ 725.19           | \$ 458.17           | \$ 4,506.56          | COLA & On-call     |
| Piasecki, T.                | 17.2600  | 160.00          | 1.50          | \$ 2,761.60          | \$ 38.84            | \$ 261.51           | \$ 3,061.95          | COLA               |
| Sahl, L.                    | 10.0000  | 36.5            |               | \$ 365.00            | \$ -                | \$ -                | \$ 365.00            |                    |
| <b>Total: D.P.W.</b>        |          | <b>1432.00</b>  | <b>74.00</b>  | <b>\$ 31,511.04</b>  | <b>\$ 2,110.46</b>  | <b>\$ 3,090.55</b>  | <b>\$ 37,323.15</b>  |                    |
|                             |          |                 |               |                      |                     |                     |                      |                    |
| Department                  | Pay Rate | Reg Hours       | O.T. Hours    | Reg Pay              | O.T. Pay            | Misc.               | Total Pay            | Notes              |
| <b>W. &amp; W.W.</b>        |          |                 |               |                      |                     |                     |                      |                    |
| Archey, Ju.                 | 18.0400  | 160             |               | \$ 2,886.40          | \$ -                | \$ 239.20           | \$ 3,125.60          | COLA               |
| Beason, R.                  | 24.2200  | 160             | 1.50          | \$ 3,875.20          | \$ 55.47            | \$ 460.01           | \$ 4,390.68          | COLA & On-call     |
| Bridson, D.                 | 24.6200  | 32              |               | \$ 787.84            | \$ -                | \$ 17,771.90        | \$ 18,559.74         | Vacation Payout    |
| Ciaramitaro, J.             | 23.8200  | 160             | 2.00          | \$ 3,811.20          | \$ 72.18            | \$ 550.24           | \$ 4,433.62          | COLA & On-call     |
| Gehringer, D.               | 24.2200  | 160             | 12.00         | \$ 3,875.20          | \$ 440.28           | \$ 444.95           | \$ 4,760.43          | COLA & On-call     |
| Martin, R.                  |          |                 |               | \$ 6,404.18          | \$ -                | \$ 239.20           | \$ 6,643.38          | COLA               |
| Miller, D.                  | 27.7300  | 160             |               | \$ 4,436.80          | \$ -                | \$ 247.94           | \$ 4,684.74          | COLA               |
| Poprasky, P.                | 20.0100  | 160             |               | \$ 3,201.60          | \$ -                | \$ 1,359.76         | \$ 4,561.36          | COLA & Sick Payout |
| Randall, A.                 | 25.3200  | 160             | 8.00          | \$ 4,051.20          | \$ 308.48           | \$ 470.24           | \$ 4,829.92          | COLA & On-call     |
| <b>Total: W. &amp; W.W.</b> |          | <b>1152.00</b>  | <b>23.50</b>  | <b>\$ 33,329.62</b>  | <b>\$ 876.41</b>    | <b>\$ 21,783.44</b> | <b>\$ 55,989.47</b>  |                    |
| <b>Grand Total</b>          |          | <b>7,404.50</b> | <b>281.00</b> | <b>\$ 205,174.32</b> | <b>\$ 12,077.75</b> | <b>\$ 33,152.71</b> | <b>\$ 251,015.89</b> |                    |

# AGENDA NOTE

~~New~~ Business: Item #1  
~~OLD~~

**MEETING DATE:** August 11, 2014

**PERSON PLACING ITEM ON AGENDA:** Lynne Ladner – City Manager

**AGENDA TOPIC:** Resignation of Gary Fagin from the Downtown Development Authority Board

**EXPLANATION OF TOPIC:** I received a letter from Mr. Gary Fagin resigning his position on the DDA Board effective Aug. 1.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

- Copy of Correspondence

**POSSIBLE COURSES OF ACTION:** Accept the resignation

**RECOMMENDATION:** Make a motion to accept the resignation of Gary Fagin from the DDA board.



ESTABLISHED 1981

150 E. McHATTIE STREET | SOUTH LYON, MICHIGAN 48178  
PHONE: (248) 437-6100 | FAX: (248) 437-6660

GARY M FRALIN  
150 E. McHATTIE  
South Lyon, MI 48178

DEAR Lynne Ladner  
(City Manager)

I would like to inform you that I am resigning my position as  
Chair person of the DDA effective August 1

If I can be of any help during this transition please let me know

Sincerely

A handwritten signature in dark ink, appearing to read "Gary M Fralin".

GARY M FRALIN

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Approval of new rental contract agreement form for the Historic Chapel and Gazebo

**Department:** City Manager

**Background/Description:**

After reviewing information from similar locations in the area to our Historic Chapel I developed and had reviewed by the City Attorney an updated rental agreement form for the Historic Chapel located in McHattie Village.

**Funding Source:** Not Applicable

**Recommendation:** Motion to approve the revised Historic Chapel and Gazebo facility rental agreement with the changes in rental fees, deposit and cancellation requirements.

Prepared by: Lynne Ladner  
Council Date: August 11, 2014



**Rental Contract**  
Historic Chapel and Gazebo @ South Lyon  
Historic Village  
335 S Warren St, South Lyon, MI 48178

Return the  
ORIGINAL  
COPY of the  
Rental Contract  
with the \$100  
non-refundable  
deposit

**RENTER INFORMATION:**

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**EVENT SCHEDULE, DATE & TIME:**

Wedding/Event Date \_\_\_\_\_ Rental Time \_\_\_\_\_ Ceremony Time \_\_\_\_\_

Rehearsal Date \_\_\_\_\_ Rehearsal Time \_\_\_\_\_ Phone # \_\_\_\_\_

**SETTING CHOICE:**

First Choice of Setting: \_\_\_\_\_ Chapel \_\_\_\_\_ Gazebo  
Approximate Number of Guests \_\_\_\_\_ (maximum 100 people)

**NON-REFUNDABLE DEPOSIT:**

- \$100.00 Non-refundable Security Deposit must be paid at time Rental Contract is submitted. No wedding/event date will be reserved until the Historic Chapel Coordinator receives the non-refundable deposit.

**RENTAL FEE:**

- City Residents - \$550.00 includes \$100 non-refundable deposit Rental due 60 days prior to Wedding/Event date. City residents must show proof of residence in City.
- Non-Residents - \$650.00 includes \$100 non-refundable deposit Rental due 60 days prior to Wedding/Event date.

IF THE RENTAL FEE IS NOT RECEIVED BY THE DUE DATE STATED ABOVE, YOUR RESERVATION IS CANCELED AND THE NON-REFUNDABLE DEPOSIT IS FORFEITED. IF YOU CANCEL AFTER PAYING THE RENTAL FEE AND NON-REFUNDABLE DEPOSIT WITH LESS THAN TWO-WEEKS' NOTICE, THE NON-REFUNDABLE DEPOSIT AND RENTAL FEE ARE FORFEITED. A PARTIAL REFUND OF THE RENTAL FEE MAY BE CONSIDERED FOR EXTENUATING CIRCUMSTANCES AT THE CITY MANAGER'S DISCRETION.

The Rental Fee includes use of the location of your choice for two hours on your scheduled date and time for your wedding/event for your ceremony, set-up, photography, and returning the premises to the condition in which it was on your arrival, including the chairs. The Rental Fee also includes a one-hour rehearsal (Mon-Thurs) prior to the ceremony (based on availability).

Additional Conditions:

1. Failure to pay the Non-refundable Deposit and/or Rental Fee by the required date(s) will result in cancelation of your event and any amounts paid to the City shall be forfeited.
2. If your event is canceled, whether voluntarily or due to failure to pay amounts due in a timely manner, your event is canceled and will be removed from the event schedule and the City of South Lyon may schedule and hold another event at the Historic Chapel and Gazebo on that date and time.
3. Any requested change(s) to your Rental Contract must be submitted in writing to the Historic Chapel Coordinator and shall not be effective until approved in writing by the Historic Chapel Coordinator.
4. Please be advised that the chapel you are renting is part of an historical village dating back to the late 1800's and many hours of volunteer labor and money have gone into preserving and restoring the chapel and other historical village buildings. You and your guests are expected to show respect for the historical value of the chapel and other Historic Village buildings and to conduct your event accordingly.
5. The maximum capacity of the Historic Chapel and Gazebo is 100 people (regardless of plans for an outdoor or indoor ceremony).
6. Alcoholic beverages are prohibited.
7. The unity candle consisting of 1-3 candles, if used, is the only permitted source of flame in the Historic Chapel and Gazebo and other Historic Village buildings.
8. Smoking is prohibited in the Historic Chapel and Gazebo and all Historic Village buildings.
9. Use of rice and confetti is prohibited. Bird seed is allowed in grass areas.
10. Decorations may not be attached anywhere that may leave a hole or damage any surface. Renter will not make any structural or landscaping improvements. All decorations must be removed by the ending time of your scheduled event.
11. Tents and receptions are prohibited.
12. The designated fire lane must be kept clear. No parking in the fire lane. Parking is available in nearby City parking lots on a first-come first-served basis. The City will do its best to reserve up to 4 parking spaces, excluding handicap parking spaces, for the wedding party.
13. Any personal property brought onto the premises shall be at the sole risk of the Renter, and the City of South Lyon shall not be responsible for any loss or damages to personal property for any reason.
14. Renter is responsible for snow removal for winter events.

*The Renter(s) undertakes to conduct the event in an orderly manner, in full compliance with all applicable laws, regulations and rules. The Renter(s) assumes full responsibility for the conduct of all persons in attendance and for any damage to any part of the Historic Chapel and Gazebo during any time such premises are under the control of the Renter, Renter's agents, guests, invitees, employees or independent contractors employed by the Renter. Renter agrees that the City of South Lyon, its officers, employees, agents, consultants, and insurers are not liable for any injury, theft, or damage to Renter(s), its guests, invitees, officiate, performers, employees, independent contractor, or their property. Renter(s) agree to indemnify, defend and hold harmless the City of South Lyon, its officers, employees, agents, consultants, and insurers for any claims arising out of the event.*

I hereby accept and agree to abide by the conditions set forth in this Rental Contract.

\_\_\_\_\_  
Renter's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Historic Chapel Coordinator

Date \_\_\_\_\_

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Approval of independent contractor agreement with Kelly Smith to act as the facilities coordinator for the Historic Chapel and Gazebo for weddings.

**Department:** City Manager

**Background/Description:**

Kelly Smith who previously had worked as the coordinator for Weddings being scheduled in the Historic Chapel has agreed to return to this position. The point of this agreement is to formalize the working arrangement that the City and Mrs. Smith will have moving forward detailing her responsibilities and the City's responsibilities in relation to renting the facilities for weddings and similar events.

**Funding Source:** Not Applicable

**Recommendation:** Motion to approve the independent contractor agreement for the Wedding Facilities Coordinator and authorize the City Manager to sign the contract on behalf of the City.

Prepared by: Lynne Ladner  
Council Date: August 11, 2014

SOUTH LYON HISTORIC CHAPEL COORDINATOR  
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of July, 2014, by and between the CITY OF SOUTH LYON ("City"), a Michigan municipal corporation, with its office located at 335 S. Warren, South Lyon, MI 48178 and KELLY SMITH ("Coordinator"), an individual, whose address is \_\_\_\_\_.

RECITALS

A. The City has an Historic Village which includes an historic chapel and gazebo which is and has, from time to time in the past, been made available for use for weddings and other events;

B. The City desires to promote the availability of its historic chapel and gazebo for use by city residents and non-residents, but due to the nature and schedule of events, many of which occur outside normal City business hours, the City is in need of assistance in promoting, facilitating, and coordinating events, mainly weddings, at the City's historic chapel and gazebo;

C. Coordinator has previously served as the City's historic chapel coordinator and is familiar with the Historic Village, building and facilities, as well as the South Lyon Historical Society and the City's Historic Commission and is otherwise qualified to provide services to assist in coordinating events at the City's historic chapel and gazebo;

D. The City desires to engage Coordinator, as an independent contractor and not as an employee, to provide services to the City with respect to the promotion, facilitation, and coordination of events at the historic chapel and gazebo;

E. Coordinator desires to provide services and assistance to the City with respect to the promotion, facilitation, and coordination of events at the historic chapel and gazebo;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the City and Coordinator hereby agree as follows:

1. Engagement for Services. The City hereby engages Coordinator and Coordinator hereby agrees to be so engaged by the City to provide services (the "Services"), on an independent contractor basis, in connection with the promotion, facilitation, and coordination of events at the City's Historic Chapel and Gazebo as more particularly set forth in Exhibit A and made a part hereof. The parties agree and acknowledge that the Services will require Coordinator to interact with City residents and the public, and that during the Term of this Agreement, Coordinator shall undertake to perform, accomplish, and provide the Services in a manner acceptable in accordance with standards acceptable to the City and which reflects well on the City, and Coordinator shall regularly maintain liaison with the City Manager and/or such other designated City employees. At all times, Coordinator's performance of the Services shall be subject to review by the City, through its City Manager or other designee, to ensure compliance with this Agreement.

2. Independent Contractor. Coordinator is and shall be an independent contractor, and Coordinator hereby acknowledges and confirms to the City her status as an independent



contractor. Coordinator is not, and shall not be, an employee of the City and other than the compensation provided for in Paragraph 4 of this Agreement, Coordinator shall not be entitled to any benefits (workers compensation, health insurance, retirement benefits, etc) from the City. Coordinator shall be solely responsible for reporting all compensation and for the withholding, collection, and payment of any and all taxes and other withholdings and other amounts in connection with any payments received pursuant to this Agreement. Upon request, Coordinator shall produce to the City evidence of compliance with any and all tax and withholding, reporting, and payment requirements.

3. Term of Agreement. The term of this Agreement shall be one (1) year from the date first written above. This Agreement shall renew automatically for successive one-year periods unless either party provides notice of termination to the other 30 days in advance of the expiration of the Term. The term of this Agreement may be extended or renewed by written agreement signed by both parties. Either party may terminate this Agreement, with or without cause, upon 30 days' prior written notice.

4. Compensation. In exchange for the Services, the City will pay Coordinator as follows:

a. Fees.

- i. \$275 for each event completed pursuant to a signed rental contract.
- ii. \$100 for each canceled event where Coordinator received a signed rental contract and the non-refundable deposit.
- iii. In no event, shall Coordinator be entitled to or receive a fee unless fees and/or deposits were received and collected for an event or from a renter.
- iv. The City does not guarantee a minimum number of events will be held at the historic chapel, and the City does not guarantee Coordinator will receive any minimum amount of fees.

b. Reimbursement of Expenses. In addition to the above-referenced fees, the City shall reimburse Coordinator for reasonable expenses related to promotion, facilitation, and coordination or events at the historic chapel and gazebo, including, cleaning supplies, repairs or repair materials, promotional materials, brochures, signs, posters, travel to and from wedding expos (no overnight travel or hotel expenses are allowed without prior written approval). Coordinator must provide to the City suitable evidence regarding all expenses for which she requests reimbursement (i.e., receipts or other appropriate documentation); provided however, that the City shall not be obligated to reimburse, pay, or be responsible for any expense, individually or in the aggregate, in excess of \$50 per invoice period without prior written approval from the City Manager or other designated City employee.

- c. Billing. Coordinator shall invoice the City monthly for fees and reimbursable expenses (including supporting documentation) and shall provide copies of rental contracts for completed events on which the fees are based use of the facilities and for any cancelled contracts, and subject to City review and approval, invoices shall be paid within thirty (30) days of receipt.

5. Assistance from Others. The parties recognize that Coordinator may not be able to be available for every event or to open and close the Historic Chapel for every scheduled event, and subject to prior written approval from the City Manager, Coordinator may use other individuals to provide or assist in providing the Services, and Coordinator hereby acknowledges and agrees that in the event she uses any others to provide or assist in providing Services, those individuals shall be subject to the terms of this Agreement and in no event shall the City be responsible to pay any additional fees or expenses to Coordinator or others.

6. Insurance. The City will defend, indemnify, and hold harmless, Coordinator for any and all claims, demands, suits or losses which may be asserted or claimed against her while acting only within the scope of this Agreement.

7. Compliance with Laws. This Agreement and Services provided by Coordinator shall be subject to and in compliance with all applicable laws, Codes, rules and regulations, and shall be governed by the laws of the State of Michigan.

8. Assignment. Coordinator shall not assign this Agreement or any part thereof without the written consent of the City. This Agreement shall be binding on the parties, their successors, assigns and legal representatives.

9. Notices. Written notices under this Agreement shall be given to the Coordinator and the City, to the City Manager, at the addresses contained in this Agreement by personal delivery or by certified mail return receipt requested.

10. Amendments. This Agreement may be amended by mutual written agreement of the parties.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

12. Entire Agreement. This is the only agreement between Coordinator and City. There are no verbal agreements and no future verbal agreements will be valid. Any changes in or waivers of the provisions of this Agreement must be in writing and signed by both parties.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together, shall be and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of this day and year first written above.

CITY OF SOUTH LYON

By: \_\_\_\_\_  
Lynne Ladner, City Manager

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

By: \_\_\_\_\_  
Lisa Deaton, City Clerk

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

\_\_\_\_\_  
Kelly Smith  
Taxpayer ID: \_\_\_\_\_

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

**Exhibit A**  
**SOUTH LYON HISTORIC CHAPEL COORDINATOR**  
**INDEPENDENT CONTRACTOR AGREEMENT**

**SCOPE OF SERVICES**

As the South Lyon Historic Chapel Coordinator, Coordinator shall provide the following services to the City:

1. Promote the availability of the South Lyon Historic Chapel and Gazebo for weddings and other events
2. Maintain a public calendar of scheduled events at the South Lyon Historic Chapel and Gazebo
3. Facilitate the scheduling and rental of the Historic Chapel and Gazebo
4. Communicate with potential renters and renters regarding events and scheduling
5. Meet with potential renters to allow them to view the structure prior to renting, maintaining a public calendar of scheduled events for the facility so that it the availability is easily accessible to the general public via the City of South Lyon website
6. Review and facilitate the signing of the Historic Chapel Rental Contract
7. Collect and deliver to the City deposits, fees, and other amounts related to events
8. Open and close the Historic Chapel for scheduled events in accordance with the event schedule and Rental Contracts
9. Assist renters with use of building on event day
10. Coordinate with the City and the Historical Society any event parking requirements and notify the public works department of the City to establish adequate facilities/equipment to provide the necessary spaces for the event
11. Keep and maintain written records of all Rental Contracts and events, facility maintenance, and Pre/Post event inspections
12. Notify the City and the Historical Society of any maintenance or repair work needed to the facility in a timely manner
13. Liaise with the City and its departments regarding needed repairs, damage, and events
14. Provide the City with copies of all Rental Contracts and documentation of fees and deposits received
15. Other services and activities requested by the City
16. Other services and activities agreed upon by the parties

# **SOUTH LYON POLICE DEPARTMENT**

*Lloyd T. Collins*  
Chief



## **Memorandum**

**To:** Lynne Ladner, City Manager

**From:** Chief Lloyd T. Collins

**Subject:** 2014 Fall Witch's Hat Run

**Date:** August 5, 2014

I have received a permit request for the above-mentioned event. I reviewed the proposed route, which is similar to previous years. The event is scheduled to begin at 8:30 a.m. on Saturday, September 6, 2014. It will conclude by 11:00 a.m.

A copy of the application for permit is attached for your information.

The planned event should cause only minimal disruption to normal traffic in the area. The Police Department will provide support for the event, including the requested road closures. The event organizer has agreed to reimburse the city for the cost of police personnel, on overtime, needed to facilitate the road closures.

I am requesting City Council consideration of the requested road closures at the meeting of August 11, 2014.

cc: Lt. Chris Sovik  
Chief M. Kennedy, SLFD  
Lisa Deaton, Clerk/Treasurer

## **APPROVAL OF ROAD CLOSURES**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Fall Witch's Hat Run on September 6, 2014 and the related road closures:

Eleven Mile Road – East Drive of South Lyon High School to Martindale Road  
Martindale Road – Arrow to Eleven Mile Road

and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

### **VOTE:**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of August 11, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton  
City Clerk/Treasurer



# SOUTH LYON POLICE DEPARTMENT

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

## PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: July 7, 2014 Requested Date of Event: Sept 6, 2014  
Applicant / Contact's Name: Scott Smith / South Lyon High School PH #: 248-207-5135  
Applicant Address: 9734 Silverside Drive, South Lyon, MI 48178  
Business / Organizations Name (if Applicable): South Lyon High School / East High School / Cross Country  
Bus. Ph#: 248-575-8150 Bus. Address: 1000 N. Lafayette, South Lyon, MI 48178  
President / CEO (Responsible for Event): Scott Smith <sup>Rec. Director</sup> Direct Ph#: 248-207-5135  
Mike Teyan, AD 248-388-5360  
Parade START Time: 8:30 a.m. / p.m. Parade END Time: 11 a.m. / p.m.  
Approximate Number of PERSONS: 500 Organization Names: Runners

Approximate Number of VEHICLES: \_\_\_\_\_ Types of Vehicles: \_\_\_\_\_  
4 Cars, 4 Bikes  
Approximate Number of ANIMALS: 0 SPECIFIC Animals: \_\_\_\_\_

Amount of space to be maintained between and /all units in Parade: Minimal (Runners) <sup>see start and end times on attached page.</sup>

Route to be traveled (Include Street Names and Turning Directions): \_\_\_\_\_  
See Attached Page for Routes and Times

Scott Smith  
Applicant's SIGNATURE  
Rec. Director Atletic Director

Scott Smith  
Responsible Party's SIGNATURE  
Rec. Director Atletic Director

APPROVED [✓] DENIED [ ]  
pending City Council  
approval of road closures, etc.

Lloyd T. Collins 08/05/14  
Lloyd T. Collins, Chief of Police

## Witch's Hat Run Routes (South Lyon Police Permit Application)

8:30 Start End Time about 11 AM 13.1 Mile Race

Start in the South Lyon High School bus loop on the east side of the high school. Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn right on Brick, turn left on Eagle Heights Drive. Turn right (west) on Kestrel Ridge. Turn left (south) on Mill Street. Turn right onto the sidewalk in front of Pete's Tru Value. Turn right on the bike path heading north to Eleven Mile. Cross Eleven Mile. Take the bike path all the way to Travis Rd. Left on Travis Rd, Right on Martindale, Right on Albert and loop out of sub on Annah. Turn left on Martindale. Turn right on Barkley, left on Barkley Drive and take small loop at the end of Barkley. Turn left on Sunridge, Right on Tonester, right on Martindale, right on the bike path (cross Eleven Mile Rd). Left on the sidewalk that borders Eleven Mile up to Eagle Heights Drive. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn right on Brick, turn left on Eagle Heights Drive. Turn right (west) on Kestrel Ridge. Turn left (south) on Mill Street. Turn right onto the sidewalk in front of Pete's Tru Value. Turn right on the bike path heading north up to the bike path spur that heads behind the South Lyon High School baseball fields. End on the bike path spur near Pontiac Trail behind South Lyon High School.

9:30 Start End time about 11 AM 6.2 Mile Run

Start in the South Lyon High School bus loop on the east side of the high school. Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn Left on Arrow. Turn Left (North) at Martindale (crossing Martindale). Just north of Eleven Mile the runners pick up the bike path that borders Martindale heading North. Turn right on the bike path and take it all the way to Travis. Left on Travis. Left on Martindale. Right on the bike path that heads back to South Lyon High School (crossing Eleven Mile Rd). Turn right onto the bike path spur that heads west behind the baseball diamonds on the south side of South Lyon High School. The run ends on the bike path spur close to Pontiac Trail.

9:35 Start End time about 10:30 AM 3.1 Mile Run/Walk

Start in the South Lyon High School bus loop on the east side of the high school. Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn right on Kestrel Ridge. Turn Left on Mill Street. Turn right on the sidewalk in front of Pete's Tru Value. Turn right onto the bike path heading north towards Eleven Mile. Turn left onto the bike path spur that heads west behind the baseball diamonds on the south side of South Lyon High School. The run ends on the bike path spur close to Pontiac Trail.



# CERTIFICATE OF INSURANCE

|   |   |
|---|---|
| <b>Producer</b><br><b>SET SEG</b><br>415 W. Kalamazoo Street<br>Lansing, MI 48933   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| <b>Insured</b><br><b>South Lyon Community Schools</b><br>345 S. Warren<br>South Lyon, MI 48178-1358   | <b>COMPANIES AFFORDING COVERAGE</b><br><b>A</b> MASB-SEG Property/Casualty Pool, Inc.   |
| <small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.</small> |   |

| CO LTR   | TYPE OF INSURANCE  | POLICY NUMBER   | EFFECTIVE DATE | EXPIRATION DATE | LIMITS                                   |             |
|----------|--|-----------------|----------------|-----------------|--|-------------|
| <b>A</b> | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Premises/Operations<br><input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage<br><input checked="" type="checkbox"/> Products/Completed Operations<br><input checked="" type="checkbox"/> Contractual<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Personal Injury | PC-00474-201311 | 11/1/13        | 11/1/14         | BI & PD COMBINED OCCURRENCE              | \$1,000,000 |
|          |  |                 |                |                 | BI & PD COMBINED AGGREGATE               | N/A         |
|          |  |                 |                |                 | PERSONAL INJURY OCCURRENCE               | \$1,000,000 |
|          |  |                 |                |                 | PERSONAL INJURY AGGREGATE                | N/A         |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> Any Auto<br><input checked="" type="checkbox"/> All Owned Autos (Priv. Pass. & Other)<br><input checked="" type="checkbox"/> Hired Autos<br><input checked="" type="checkbox"/> Non-Owned Autos<br><input checked="" type="checkbox"/> Garage Liability   | PC-00474-201311 | 11/1/13        | 11/1/14         | BODILY INJURY & PROPERTY DAMAGE COMBINED | \$1,000,000 |

**DESCRIPTION** The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers are hereby added as additional insured but only as respects to the activities performed by or on behalf of the named Insured as it represents the districts' participation in the Witch's Hat Run being held September 6, 2014.

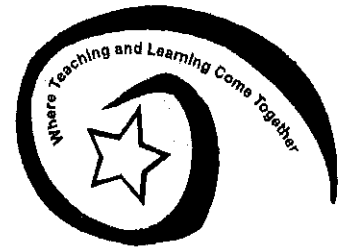
|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>City of South Lyon<br>335 South Warren<br>South Lyon, MI 48390 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. |
|---|---|

|   |                   |
|---|-------------------|
| <b>AUTHORIZED REPRESENTATIVE</b><br><br>TARA STAGE<br>PROPERTY/CASUALTY DEPARTMENT | Date July 9, 2014 |
|---|-------------------|

# South Lyon Community Schools

345 South Warren • South Lyon, Michigan • 48178

James Graham, RSBA  
Assistant Superintendent for Business and Finance  
E-mail: grahamj@southlyon.k12.mi.us  
Phone: (248) 573-8119  
Fax: (248) 437-8136



Event Name: Witch's Hat Run (9/6/2014)  
Event Name: Pumpkinfest Run (9/27/2014)

To Whom It May Concern:

To the fullest extent permitted by law, South Lyon Community Schools agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Lyon, its elected and appointed officials, employees and volunteers, and others working on behalf of the City of South Lyon against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of South Lyon by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with these events.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Graham", written over a horizontal line.

James Graham  
Asst. Supt. For Business and Finance

A handwritten date "2/15/14" written in black ink over a horizontal line.

Date

## Mission Statement

In support of our community, the mission of the South Lyon Community Schools is to provide the highest quality educational process so that all students can excel as individuals and become contributing members of society.

# **AGENDA NOTE**

**New Business: Item #7**

**MEETING DATE:** August 11, 2014

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

**AGENDA TOPIC:** AFSCME Union Contract for July 1, 2014 through June 30, 2017

**EXPLANATION OF TOPIC:** The contract with the AFSCME Union expired on June 30, 2014; we have a tentative agreement at this point with AFSCME that needs to be approved by the City Council. The contract begins on July 1, 2014 and runs through June 30, 2017. At this point I am requesting Council's approval of the contract between the City and AFSCME.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Red-lined copy of the proposed contract with the P.O.L.C.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the new agreement with the AFSCME Union for the period of July 1, 2014 through June 30, 2017

**RECOMMENDATION:** Approve the AFSCME Contract as presented.

**SUGGESTED MOTION:** Moved by, \_\_\_\_\_ seconded by, \_\_\_\_\_ to approve the contract between the City of South Lyon and the American Federation of State, County and Municipal Employees, (AFSCME) for the period of July 1, 2014 through June 30, 2017 as presented.

## **Lynne Ladner**

---

**From:** Paul L <psr1918@yahoo.com>  
**Sent:** Wednesday, August 06, 2014 4:06 PM  
**To:** Lynne Ladner  
**Subject:** contract ratification;

Hi Lynne, this is official notification to you that the bargaining group voted and ratified the tentative agreement. if you have any questions please contact me thank you.

Paul Long, Staff Representative.  
Michigan A F S C M E Council 25  
28000 Van Dyke, ste; 102  
Warren Michigan 28093

Municipality Name \_\_\_\_\_

Contact Name (person completing this form) \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Attendee Information (please complete another form if registering more than one attendee):

Name \_\_\_\_\_ Nickname \_\_\_\_\_

Title \_\_\_\_\_ \*Email \_\_\_\_\_

\*Hotel housing code will be sent here

Guest Name (if applicable) \_\_\_\_\_

| Registrant Type   | Early Rate by 9/19/14                 | Rate after 9/19/14                    |
|---|---------------------------------------|---------------------------------------|
| MML Liability Pool and/or Workers Comp Members<br>(MML Full or Full Associate Members only) | <input type="checkbox"/> \$349/person | <input type="checkbox"/> \$649/person |
| MML Full & Associate Members/ BAP Participants  | <input type="checkbox"/> \$449/person | <input type="checkbox"/> \$749/person |
| Nonmember Government Entities   | <input type="checkbox"/> \$499/person | <input type="checkbox"/> \$899/person |
| Nonmember   | <input type="checkbox"/> \$599/person | <input type="checkbox"/> \$999/person |
| Guest (includes reception and banquet only)   | <input type="checkbox"/> \$150/person | <input type="checkbox"/> \$150/person |

| Additional Meals and Activities  |      |
|--|------|
| <input type="checkbox"/> MI Women in Municipal Gov't Lunch, Wednesday 10/15                | \$25 |
| <input type="checkbox"/> MI Association of Mayors Breakfast, Thursday, 10/16               | \$20 |
| <input type="checkbox"/> Guest Meal - Closing Lunch, Friday, 10/17                         | \$20 |
| <input type="checkbox"/> Michigan Municipal League Foundation Tavern Tour, Thursday, 10/16 | \$25 |

**Transportation to Marquette** (refunds will not be issued after September 5)

☐ I want to ride the bus to Marquette \$120

Quantity \_\_\_\_\_ X \$120 = \$ \_\_\_\_\_

Please select the bus below:

☐ Bus 1 (Departs from Kalamazoo, stops in Grand Rapids and Grayling)

☐ Bus 2 (Departs from Livonia, stops in Bay City and Gaylord)

**Bus departs Tuesday, 10/14. Additional details will be emailed.**

| Mobile Workshops (select one)<br>Thursday, 10/16, Noon-4:00 pm | Registered Delegate      | Guest (\$35)             |
|--|--------------------------|--------------------------|
| Marquette's Waterfront Transformation                          | <input type="checkbox"/> | <input type="checkbox"/> |
| Mining History in the U.P.                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| Trail Towns as Recreation Destinations                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Bike the Downtown Iron Ore Heritage Trail                      | <input type="checkbox"/> | <input type="checkbox"/> |
| Crowdfunding & Microbreweries                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| Reimagining Marquette's Historic Main Street                   | <input type="checkbox"/> | <input type="checkbox"/> |

**Additional Questions**

Does your community wish to participate in the Parade of Flags? ☐ Yes ☐ No

Do you require a vegetarian/vegan meal? ☐ Yes ☐ No

Do you require special assistance/accommodations? If so, please specify: \_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

**Online:** To register and pay online visit [www.mml.org](http://www.mml.org). On the home page located on the right hand side under "My League," click on "Log On" and enter your name and password. After you are logged in, click on "Events."

**Fax:** Please fax registration form to 734-669-4223, then mail with check payable to: Michigan Municipal League P.O. Box 7409 Ann Arbor, MI 48107-7409

**Registration Questions?**

Call 734-669-6371 or email [registration@mml.org](mailto:registration@mml.org). For a full list of Convention registration policies, visit [www.mml.org](http://www.mml.org), click on Training/Events, click on Convention Registration Policies.



It's that kind of experience.

April 20, 2012

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

**RE: WideOpenWest Michigan, LLC; Application for a Uniform Video Service  
Local Franchise Agreement**

Dear Mr. Murphy:

We enclose for filing WideOpenWest Michigan, LLC's Application for a Uniform Video Service Local Franchise Agreement. If you have any questions with regard to the Application or require any further information, please feel free to contact the undersigned. Thank you.

Regards,

Kathy Armstead  
Government and Customer Relations Manager  
[karmstead@wideopenwest.com](mailto:karmstead@wideopenwest.com)  
248.677.9069

CC: City Clerk

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"



2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
Attn: Video Franchising  
6545 Mercantile Way  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.



## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of South Lyon, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Mid Michigan, LLC, a Delaware limited liability corporation doing business as WOW! Internet Cable Phone.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## **II. Requirements of the Provider**

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## **III. Provider Providing Access**

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
  - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
  - i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within **15 days** of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of South Lyon:**

City of South Lyon  
\_\_\_\_\_  
335 S Warren Street  
\_\_\_\_\_  
South Lyon, Michigan 48178  
\_\_\_\_\_  
Attn: David Murphy, City Manager  
\_\_\_\_\_  
Fax No.: 248-486-0049  
\_\_\_\_\_

WOW! Internet Cable and Phone  
\_\_\_\_\_  
32650 North Avis Drive  
\_\_\_\_\_  
Madison Heights, Michigan 48071  
\_\_\_\_\_  
Attn: SVP, General Manager - Mark Dineen  
\_\_\_\_\_  
Fax No.: 248.677.9021  
\_\_\_\_\_

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

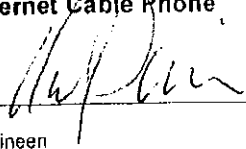


IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of South Lyon , a Michigan Municipal Corporation**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**WideOpenWest Mid Michigan, LLC, a Delaware limited liability corporation doing business as WOW! Internet Cable Phone**

By  \_\_\_\_\_  
Mark Dineen  
Print Name \_\_\_\_\_  
Senior Vice President - General Manager  
Title \_\_\_\_\_  
32650 N Avis Drive  
Address \_\_\_\_\_  
Madison Heights  
City, State, Zip \_\_\_\_\_  
Michigan 48071  
Phone \_\_\_\_\_  
248-677-9050  
Fax \_\_\_\_\_  
248-677-9021  
Email \_\_\_\_\_

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

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

Date completed and approved: \_\_\_\_\_

## ATTACHMENT 1

### UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

|   |                 |                     |
|---|-----------------|---------------------|
| Date: April 20, 2012  |                 |                     |
| Applicant's Name: WideOpenWest Mid Michigan, LLC, d/b/a WOW! Internet Cable Phone |                 |                     |
| Address 1: 32650 North Avis Drive   |                 |                     |
| Address 2:  |                 | Phone: 248.677.9050 |
| City: Madison Heights   | State: Michigan | Zip: 48071          |
| Federal I.D. No. (FEIN): 04-3561701   |                 |                     |

#### Company executive officers:

|                             |                |            |           |             |
|-----------------------------|----------------|------------|-----------|-------------|
| Name(s): Colleen Abdoulah   | Steven Cochran | Cash Hagen | Cathy Kuo | Mark Dineen |
| Title(s): President and CEO | COO/CFO        | CTO        | CMO       | SVP/GM      |

#### Person(s) authorized to represent the company before the Franchising Entity and the Commission:

|  |                   |   |                                 |
|--|-------------------|---|---------------------------------|
| Name: Mark Dineen  | Floyd Armstead    | Bob Schlotterer   | Kathy Armstead                  |
| Title: SVP/GM  | VP Tech Ops       | Director of Business Ops                                      | Government & Customer Relations |
| Address: 32650 North Avis Drive, Madison Heights, Michigan 48071 |                   |   |                                 |
| Phone: 248.677.9050  | Fax: 248.677.9021 | Email: karmstead@wideopenwest.com or mdineen@wideopenwest.com |                                 |

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The corporate boundary limits of the City of South Lyon, Michigan, as further depicted on the attached map.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date:

**For All Applications:**

**Verification**  
(Provider)

I, Mark Dineen, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Mark Dineen, Senior Vice President and General Manager

Signature:

Date:

(Franchising Entity)

**City of South Lyon, a Michigan municipal corporation**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Date \_\_\_\_\_

ATTACHMENT 1