

Regular City Council Meeting

June 22, 2015

Agenda

**7:30 p.m. Call to Order
Pledge of Allegiance
Roll Call
Approval of Minutes: June 8, 2015
Approval of Bills: NONE
Approval of Agenda
Public Comment**

I. Fire Officer Swearing In

II. Old Business

- 1. Consider resolution authorizing the selected location in McHattie Park as the location the Community Center and authorizing the designated City delegate to negotiate the land acquisition and utility connections fees.**
- 2. Consider revised/renegotiated options for City Attorney Retainer Agreement**

III. New Business

- 1. Consider approval of Budget Amendments for FY 2014-2015**
- 2. Review IT Contract Services proposals and consider approval of contract with an IT Contract Services provider.**
- 3. Consider bids for the replacement of Furnace and A/C units for the main Police Building as budgeted for in the adopted FY 2015-2016 City Budget**
- 4. Consider bids for replacement of two (2) Ford Crown Victoria Police Vehicles as budgeted for in the adopted FY 2015-2016 City Budget**
- 5. Discuss whether or not to give the City Planner authorization to develop an ordinance allowing chickens within city limits**
- 6. Consider approving changes to City cell phone contract with AT&T**
- 7. Consider approval of contract with BS&A for new financial, utility billing, building permitting and web access software to allow for scheduling FY 2015-2016 implementation**
- 8. Consider I.O.U.E Union Contract for July 1, 2015 through June 30, 2018**

IV. Manager's Report

V. Council Comments

VI. Adjournment

The City of South Lyon
Regular City Council Meeting
June 8, 2015

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

PRESENT: Mayor Tedd Wallace
Council Members: Dixon, Kivell, Kopkowski, Kramer, Ryzyi, and Wedell
Also Present: City Manager Ladner, Department Head Martin, Chief Collins, Chief Kennedy, Attorney Wilhelm and Clerk/Treasurer Deaton

MINUTES

Mayor Wallace stated during his comments he stated residents from Green Oak and Salem Township helped with the Spring Clean-up day.

CM 6-1-15 APPROVAL OF MINUTES AS AMENDED

Motion by Kivell, supported by Wedell
Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

Councilman Kivell stated he would like to know about the payment for \$165.00 for minutes for the Planning Commission. City Manager Ladner stated that is a negotiated for a single meeting for someone taking minutes which is comparable to what we pay others doing the same. Councilman Kivell stated he would like to know why it went from \$75.00 to \$165.00. City Manager Ladner stated we couldn't find anyone that would take minutes for \$75.00 and the Planning Commission was insisting on more professional minutes. He further asked Department Head Martin about the payment for utilities instrumentation for wastewater treatment plant switch gear, and if it came about unexpectedly. Department Head Martin stated no, it was a budgeted item and we are now set for the next ten years. Councilman Ryzyi stated it is his understanding there was a problem with the accuracy of the minutes at previous meetings and now since we are paying double what we were, is that no longer an issue? City Manager Ladner stated it has been taken care of. The person doing the minutes for the Planning Commission is also taking the minutes for Lyon Township and two other Boards. Councilman Kramer questioned the check for the Michigan Municipal League for the help wanted ad. Clerk Deaton stated she would check with Lori in the morning that description is inaccurate. Councilman

Kramer questioned the City of Novi check for CPA graduation dinner. Chief Collins stated that payment was for the graduation dinner for the Citizens Police Academy.

CM 6-2-15 MOTION TO APPROVE BILLS

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

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

CM 6-3-15 MOTION TO APPROVE AGENDA

Motion by Wedell, supported by Kopkowski
Motion to approve Agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Mieka Gieles of 1089 Vassar stated she is here to propose an amendment to the City Ordinance that states no person shall keep or house any animals or domestic fowl within the city except dogs, cats, birds, fowl or animals commonly classified as pets which would allow backyard hens. She stated chickens are quieter than dogs and fireworks; it promotes local economies and self-sustainability. They promote no waste, they are great composters, and properly maintained coops do not smell. She further stated backyard chickens create a healthier option, and many other local cities allow backyard chickens. She stated she has petitions of almost 200 signatures to support this. There have been a few concerns raised, noise, smell, property values, and disease. She stated bird flu and salmonella can be controlled with sanitation such as washing hands. As far as odor, it can be limited by the number of hens kept. She further stated it has been proven that if properly maintained, coops it do not affect property values.

OLD BUSINESS

NEW BUSINESS

1. Consider City Attorney Retainer Agreement

City Attorney Wilhelm stated he has provided Council with a copy of the current agreement, as well as a proposed revised contract for a renewal period of 3 years, and with a change in the retainer cost with 3 different options as well as a clarification stating personal matters and employment matters will be out of retainer services. Option #1 is flat hourly rate, #2 is a flat retainer fee or #3 is a hybrid of a retainer

6/8/15

with an hourly rate for hours worked over the hours set per that retainer. He further stated he is asking for a renewed contract for a 3 year period with a fair compensation to both the City and his Firm. Councilman Rzyzi stated looking at the numbers, he will summarize it, with either option it is a 100% increase. Councilman Kramer asked if Councilman Rzyzi has an option he would like us to consider. Councilman Rzyzi stated he would like it to stay at \$75,000. Councilman Kramer stated we need to work with the Attorney instead of getting back to the same situation we were in 3 years ago and start all over with an RFP. Councilman Rzyzi stated this contract was presented months ago, and there haven't been any negotiations since then. He further stated he would like to see a revised proposal. Councilman Kivell stated our negotiator City Manager Ladner was off for a while, and was unable to negotiate for some time. Councilman Kramer stated the last line of the proposal stated the Attorney is willing to sit down with Council and re negotiate. Councilman Kramer stated he is interested in having three members of Council discuss this and take a proposal to the Firm. Councilman Kivell stated where in the presented data did Councilman Rzyzi see another Firm working for a municipality for what we are paying? Councilman Rzyzi stated he would rather negotiate. He stated November and December of 2014 the Attorney made more money because there weren't many hours used. Councilman Kivell stated there weren't many hours billed during those months, because those were the two months our Interim City Manager was out of town, nothing was getting done during that time. Councilman Rzyzi stated we may not need to use the City Attorney as much as he is being used, he would rather not accept any of the presented options, and he would like to see a revised offer which he requested months ago. Councilman Kramer stated there needs to be an ad hoc committee to meet and City Attorney Wilhelm stated it would help if Council could tell him which option Council would prefer over the other two. City Attorney Wilhelm stated he is very proud to represent the City of South Lyon, and it means a lot to him, if there is a way for him to cut hours, he is willing to explore that. His ultimate goal is to provide the City with the highest level of service and to reach the hourly rate he is looking for. He would like some feedback from Council. Councilman Wedell stated he recalls 5 months ago when they were provided with the breakdown of the hourly rate information he realized there needed to be an adjustment because it was far below the City Attorney's personal and professional standards are. He further stated he appreciates the hybrid option #3, and he is willing to go along with that, or a version of that. Councilman Kivell stated by nature of City Government there are always things that come up that need to be addressed on a more immediate basis, therefore he believes the hybrid would make more sense and he is hoping some middle ground can be found to make both sides happy. Councilmember Kopkowski stated the agreement states employment and personal issues will be pulled out of the retainer. City Attorney Wilhelm stated he feels that is more specialized and it is outside of the general attorney work. She further stated she is concerned with the hours used. She stated it is probably more of an internal issue, than an Attorney issue. She has an issue with how the Attorney is used within the City. City Attorney Wilhelm stated he understands that and he is happy to look into other options. Councilman Kramer stated he is happy with his services, and he is happy with the hybrid option with some discussion to work out the best situation for everyone. Councilman Kivell stated he would like the City Manager and the City Attorney to meet to discuss if there are ways they can cut down on the City Attorney's hours. Councilman Rzyzi stated he would prefer to see a one year contract as opposed to a 3 year contract. City Attorney Wilhelm stated the current contract states the contract may be cancelled

at any time. Councilmen Wedell, Rzyzi and Kivell agreed to meet to discuss the options for the Attorney contract.

CM 6-4-15 MOTION TO POPOSE CONSIDERATION OF CITY ATTORNEY'S RETAINER AGREEMENT UNTIL NEXT MEETING

Motion by Wedell, supported by Kivell

Motion to propose consideration of City Attorney's retainer agreement to next meeting

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Consider allowing City staff to pursue options related to seeking MECD cost-sharing opportunities related to Crowdfunding initiatives for development of additional playing fields and nature trail systems at Volunteer Park.

City Manager Ladner stated there was a group that presented the City with a Master Plan for Volunteer Park and she has been looking into ways to help with funding, including finding grant funding. She stated MECD has worked with a crowdfunding site called Patroncity based in Detroit. It allows individuals to donate funds to different things. She further stated this site is strictly used for governmental and nonprofit organizations in Michigan. City Manager Ladner stated there are tax credits and if we tie our project to this site the MECD will match funds and there are tax credits. The City of Sparta is currently using crowdfunding to build a similar athletic park with a \$100,00 potential funds from the MECD is what caught her eye. She would like Council to have our Community Development Director and Department Head Martin to work with the volunteer committee that already exists to put together a project that can be developed and get outside funding, such as corporate funding, as well as private funding. Councilman Kramer stated he is happy we are trying to find funding for improvements to our parks. There are many organizations in need of more sports fields. Councilman Kivell asked why the City doesn't currently have an approved master plan, and why are we backing a plan from an outside group. City Manager Ladner stated she is hoping the volunteer group and our Parks and Recreation Commission can work together on this, along with City staff. There are some modifications that need to be changed in their plan. Councilman Kivell stated we need to have an official Master Plan every five years, what is the hold up? City Manager Ladner stated she will speak with the Parks and Recreation Committee and see where they are with it. City Manager Ladner stated we can apply for multiple grants for the parks. Councilmember Kopkowski stated she is for this, but she has some concerns whether the Parks and Recreation Commission want to work with the volunteer group, and there should be a formal discussion.

CM 6-5-145 MOTION TO APPROVE STAFF TO SEEK FUNDING FOR VOLUNTEER PARK

Motion by Wedell, supported by Rzyzi

6/8/15

Motion to authorize the City Staff to work with the Parks and Recreation Commission, the MEDC and local volunteer groups to develop a collaborative plan for leveraging and Obtaining funding for the continued development of Volunteer Park

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Review and consider new policy documents as drawn up for the City of South Lyon as applies to the statutory requirements for updating the City's FOIA policies, procedures and cost recovery fee structure

City Manager Ladner stated the State of Michigan has change the FOIA laws that go into effect July 1. We must have the updated policies, procedures and costs in place before July 1. We had training with Carleto Young last week. Most important document is the fee itemization form, and which we are still identifying the costs. The cost per page can no longer be more than 10 cents, it must be actual cost and if over 15 minutes for labor we can charge for that as well. Councilmen Wedell asked if the document will be completed by the next meeting, because there are a lot of blank spaces on the current documents. City Manager Ladner stated it will be a completed document by the next meeting, but we wanted to get the information in front of Council because of the many changes. Councilman Wedell asked if the FOIA work will be considered retainer work by the Attorney? Attorney Wilhelm stated he has not spoken with Lynne regarding this being a special project as of yet, but Carlito Young has been very instrumental in dealing with this issue with all of their governmental clients. Councilman Kivell stated we are obligated to tell the FOIA requester about any information that is available on our website. City Manager Ladner stated if the information is available on our website, we are obligated to tell them that, but if they still request the information from us, we may be able to charge them for the information.

MANAGERS REPORT

City Manager Ladner stated it has been a quiet week. This week is the first movie in the park which is the Leggo movie. There is also a concert in the park this week, and the turnout for the last concert in the park was really good considering the weather. Also the Farmers Market has had great turnouts as well.

COUNCIL COMMENTS

Councilmember Dixon stated she would like to thank our EMS workers that responded to her home when she called 911, and she is very proud of having these first responders in her community. She thanks each and every one of them; she saw how hard they worked to save her husband. She further stated she would also like to thank the Council for their understanding while she was adjusting to her new life, and for all their prayers, phone calls and cards.

Councilman Kramer stated he has been asked by the representatives of Green Oak and Lyon Township to see if there is support from City Council for the possible development of a Recreation Center to be located in McHattie Park and he would like that placed on the next Agenda.

Councilman Wedell stated this is not the first time the backyard hens issue has been brought up. He stated he feels it should be more rural. He has had at least two neighbors who that have told him they would be in opposition, and he just wants Ms. Gieles to be aware there may be as much opposition as support.

Councilman Kivell stated personally he thinks there are remedies that could allow these type of activities, with the same courtesy of a neighbor going for a variance for a deck; they would have to ask their neighbors if they would have any opposition to that. He further stated he doesn't see much support for the issue.

Councilmember Kopkowski stated she requested the backyard hen issue to be added to the next agenda, she had requested that once before, and it was added, but then removed. She further stated it is the farm to table issue, it is more than just chickens in the backyard, there is a whole concept to it and if done properly it can be compatible. Councilmember Kopkowski stated there seems to be more and more food trucks in the City, which is good, but she doesn't know if there are regulations and if the City can permit them. City Manager Ladner stated she will check with Carmine to see what other cities do. Councilmember Kopkowski stated we should be considerate to our business owners that have a mason standing building and pay taxes in the City.

Councilman Ryzyi stated the last concert was very nice, and he encourages everyone to attend the future concerts. He stated for the record we are having another closed session and for the record we would like to have more open than closed sessions. The closed session tonight is for an employee evaluation, and we have had evaluations in open session and wanted that noted for the record he would rather that be held in open session. Councilman Ryzyi stated the information presented for the backyard hens was very informative. The last time it was brought up, we didn't have that much information. He further stated it is really more than just having backyard chickens, it is more about having whole and organic food, providing for your family, and there is a reason so many communities are allowing it. He understands there are some concerns, but we do have an Ordinance Officer if the rules weren't being followed and there were issues.

Mayor Wallace stated he will only use his personal email, not the city email. He always responds to his emails, and his cell phone is also on the website. At the last meeting he asked if the 7 porta johns were going to be enough for the Feast for Fury event. He stated there should be at least 20 porta johns at the event. He further stated he doesn't understand how the overflow isn't going to go into Alexander's lot. He thinks the logistics will be difficult to pull this off. Mayor Wallace stated he is willing to listen to more discussion regarding chickens. If it is not approved by Council, the last option would be to try to get the proposition on the November ballot. For that to happen you would need 2,158 valid signatures for the

issue to be on the ballot. It is a difficult chore. They would have to be valid signatures of residents of the City only.

CM 6-6-15 MOTION TO ENTER INTO CLOSED SESSION AS ACCORDING TO SECTION 8(a) OF THE OPEN MEETINGS AT 8:45 P.M.

ROLL CALL VOTE: MOTION CARRIED UNANIMOUSLY

Meeting reconvened at 9:40 p.m.

ADJOURNMENT

CM 6-7-15 MOTION TO ADJOURN

Motion by Rzyzi, supported by Kopkowski
Motion to adjourn meeting at 9:40 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd Wallace Mayor

Lisa Deaton Clerk/Treasurer



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178

Phone: 248-437-2616 Fax: 248-437-3025

southlyonfire.com

MEMORANDUM

TO: City Manager Lynne Ladner

FROM: Fire Chief Mike Kennedy

DATE: June 5, 2015

RE: Fire Officer Swearing In

I am requesting time prior to the official agenda of the City Council meeting on Monday, June 22, 2015 to swear in these staff members to their new positions. Earlier this year, the fire department conducted a multi-step promotional process, which included a written examination, oral board interview comprised of outside personnel, and interview with the fire chief.

The employees selected for promotion are below.

- Chris Demeniuk to lieutenant
- Cory Armstrong to captain
- Mike Weir to deputy chief

Swearing in of fire officers:

1. Brief comments by fire chief.
2. Fire officers come forward and are sworn in by city clerk.
3. Family members pin badges on fire officers.

SLFO



Thank you for
being so thoughtful.

Thank you all so much for coming
to Bartlett's Spring Fling and for
all your help and support. The kids
had a blast spraying the water hoses.
Thank you for helping make our event a
success!

From all of Bartlett Elementary PTO!

RESOLUTION NO.

AT A MEETING OF THE CITY COUNCIL OF SOUTH LYON, MICHIGAN, HELD AT 7:30 pm, ON JUNE 22, 2015,

A RESOLUTION BY THE CITY COUNCIL OF SOUTH LYON, MI AUTHORIZING THE SOUTH LYON AREA RECREATION AUTHORITY COMMUNITY CENTER OVERSIGHT COMMITTEE TO DESIGNATE THE MCHATTIE PARK LOCATION THE AGREED UPON LOCATION FOR THE DEVELOPMENT OF THE COMMUNITY RECREATION CENTER

WHEREAS, the South Lyon Area Recreation Authority recognized the need and desire of their combined communities for a Community Recreation Center; and

WHEREAS, an Oversight Committee was appointed with the purpose to provide advice, guidance, and recommendations to the Authority on the location, financing, design, construction, and operation of a new recreational/community center. This committee is comprised of 3 representatives from each of the SLARA's participating municipalities (City of South Lyon, Lyon Township and Green Oak Township); and

WHEREAS, the Oversight Committee has selected as the proposed location the South Lyon park property located along Pontiac Trail known as McHattie Park and is seeking to have to location formally designated as the conceptual location for the ongoing and continued development of the necessary documents and information related to preparing the site for a joint community vote for the construction of the Community Recreation Center

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of South Lyon, MI authorizes the South Lyon Area Recreation Authority Community Center Oversight Committee to designate the selected location of city owned McHattie Park property as the location for the Community Recreation Center.

Dated: _____ City Council, City of South Lyon, MI

Attest

Clerk, City Council
City of South Lyon, State of Michigan

Tedd Wallace, Mayor

AGENDA NOTE

New Business: Item ____

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Council/City Attorney

AGENDA TOPIC: Retainer Agreement for City Attorney Services

EXPLANATION OF TOPIC: The City's current Retainer Agreement with Johnson, Rosati, Schultz & Joppich expires on June 30, 2015. The City Attorney proposed a revised Retainer Agreement for a 3-year period with three alternatives for an increase in compensation and clarification that personnel and employment matters would be out-of-retainer. The three alternatives for compensation were: 1) straight hourly rate of \$140/hour; 2) flat monthly retainer of \$11,500; or 3) hybrid arrangement with a monthly retainer of \$9,000 for up to 75 hours and an hourly rate of \$150 for hours over 75 per month. The remainder of the retainer agreement was unchanged with several minor exceptions.

The Council designated three members to negotiate further with Johnson, Rosati and try to bring a mutually acceptable proposed retainer agreement back to Council for consideration.

The proposed retainer agreement presented for Council consideration contains the following basic terms:

- Hybrid retainer of \$9,000 per month for up to 80 hours per month and hours over 80 in a month are billed at \$135 in year 1, \$140 in year 2, and \$145 in year 3.
- Personnel and employment matters are out-of-retainer and billed at \$160 per hour consistent with the hourly rate for labor legal services.
- Except for labor, out-of-retainer services are charged at the same rate as the over 80 rate including escalated rates in years 2 and 3.
- Special projects or assignments and other extraordinarily time-consuming matters are out-of-retainer
- Paragraph 9 allows for amendment or adjustment of the monthly retainer or hourly rates to be adjusted by mutual agreement after one year.
- The retainer agreement is for a term of 3 years.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Retainer Agreement for City Attorney Services (redline and clean)

POSSIBLE COURSES OF ACTION: Approve/Deny the proposed Retainer Agreement for City Attorney Services

RECOMMENDATION:

SUGGESTED MOTION:

**RETAINER AGREEMENT
FOR
CITY ATTORNEY SERVICES**

This Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the City of South Lyon, a Michigan municipal corporation and Home Rule City (the "City") and Johnson, Rosati, Schultz & Joppich, P.C., a Michigan professional corporation (the "Attorneys").

1. In accordance with Section 6.6 of the City Charter, the City Council of the City of South Lyon employs the Attorneys to act as general counsel for the City in all legal matters deemed appropriate; to represent the City in all civil matters; and to represent the City in the prosecution of ordinance and/or code violations of the City. The parties agree that the Attorneys do not represent the City in the area of bonding, this specialty having been assigned to special counsel, and Attorneys agree to cooperate with special counsel whenever necessary and/or appropriate.

2. For and in consideration of the "civil matters" monthly retainer amount hereinafter mentioned, the parties agree that the Attorneys shall perform the following retainer services:

- A. Attend regular and special meetings, workshops, and study sessions of the City Council;
- B. Attend meetings of the administration as requested by the various departments' personnel;
- C. Advise the City Council on legal matters pertaining to Council and City business;
- D. Upon request, attend meetings of appointed Commissions, Committees, and Boards and advise same regarding legal matters pertaining to City business;
- E. Be available by telephone or in person when necessary and appropriate to provide advice to the City Administration, Council Members, City Officials, employees, and staff on legal matters pertaining to City business;
- F. Prepare legal opinions on issues as they arise in the business of the City when requested;
- G. Draft, review, and approve as to form ordinances, code amendments, resolutions, agreements, and other documents and reports requested by the City Council, Planning Commission, Zoning Board of Appeals, and/or City Administration;
- H. Provide training to City Officials, employees and staff as requested;

- I. Processing and prosecution of ordinance violations and related district court litigation;
- J. Perform such other legal services deemed necessary or expedient by the City Council or the City administration, except as provided in Section 4.

3. For the retainer service mentioned in Section 2 above, the Attorneys shall be paid: i) a monthly "civil matters" retainer in the amount of Nine Thousand and No/100 Dollars (\$9,000.00) for up to 80 hours per month; and ii) for each hour over 75 hours billed in a month \$135 per hour in the first year of the Agreement, \$140 per hour in the second year of the Agreement, and \$145 per hour in the third year of the Agreement.

4. The "civil matters" retainer shall not compensate the Attorneys for the following non-retainer services rendered for and on behalf of the City:

- A. Litigation, special litigation, appeals, or special prosecutions in district court, circuit court, federal district court or higher courts and any work associated with it;
- B. Other formal appearances and representation on behalf of the City before any other municipal, state, county, or federal administrative board, body, or agency, including preparation therefor;
- C. Labor negotiations or arbitrations;
- D. Personnel and employment matters;
- E. Michigan Tax Tribunal matters, specifically including the defense of tax appeals; and
- F. Special projects or assignments of a non-retainer nature and other extraordinary time-consuming matters.

5. Fees for non-retainer services mentioned in Section 4 above shall be billed and paid monthly by the City at the rate of \$135 per hour in the first year of the Agreement, \$140 per hour in the second year of the Agreement, and \$145 per hour in the third year of the Agreement, except that labor negotiations or arbitrations and personnel and employment matters shall be billed at the rate of \$160 per hour including travel time.

6. City shall reimburse Attorneys for actual costs and expenses incurred by Attorneys including, but not limited to, costs associated with any non-retainer litigation, such as deposition costs, court reporter fees, filing fees, court costs, jury fees, services fees, expert and non-expert witness fees, investigator fees, out of state travel expenses, recording or certification fees, postage, title reports, photographs, diagrams, maps, or other similar costs and expenses, and travel time for non-retainer labor services. However, expenses and costs associated with retainer services such as travel time, transportation, mileage, telephone charges, postage, facsimile charges, overnight courier or delivery charges, and photocopying costs shall not be reimbursed.

7. Attorneys will submit to the City Manager on a monthly basis before the 15th of each month an itemized invoice for all retainer and non-retainer services and costs and expenses for the previous month's activities. The invoice will identify the attorney performing the services, the matter on which the attorney worked, a description of the services provided, the hourly rate charged (if applicable), the time spent on the task in increments of tenths of an hour, and any costs or expenses eligible for reimbursement. Invoices and amounts due shall be due and payable immediately upon receipt by the City.

8. The parties agree that Timothy S. Wilhelm is hereby designated the City Attorney. He shall be primarily responsible for the provision of the services listed, and he shall attest to the accuracy of all invoices submitted pursuant to this Agreement. Attorneys agree that a sufficient number of attorneys shall be assigned to the City's work to assure timely delivery of services.

9. The monthly retainer rate and hourly rates may be amended or adjusted at any time after one year following the Effective Date stated below by mutual written agreement of the parties. Notwithstanding the foregoing, this Agreement may be amended at any time by mutual written consent of the parties.

10. This Agreement shall be effective July 1, 2015 (the "Effective Date"), and shall continue in effect for a period of three (3) years from the Effective Date, unless terminated by either party as provided for herein or renewed by City Council. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other for any reason. In the event of termination the parties agree to cooperate in the transition to successor legal counsel in conformance with State Bar of Michigan ethical guidelines to protect the public interests of the City.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on this _____ day of June, 2015.

CITY OF SOUTH LYON

By: _____

Its: Mayor

By: _____

Its: Clerk

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

By: _____

AGENDA NOTE

New Business: Item

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Lynne Ladner, City Manager

AGENDA TOPIC: Budget Amendments

EXPLANATION OF TOPIC:

Based upon current revenue receipts through June 15, 2015 and expenditures through June 18, 2015 the attached budget amendments are proposed for the FY 2014-2015 Budget.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Revenue and Expenditure explanation and amended budget fund spreadsheets

POSSIBLE COURSES OF ACTION: Approves all of the proposed amendments, reject all of the proposed amendments, Approve some and reject some of the proposed amendments

RECOMMENDATION: Approve all of the proposed amendments for each fund for FY 2014-2015.

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve the proposed budget amendments as brought forth through June 18, 2015 for Fiscal Year 2014-2015

General Fund

Revenues

- 634 Grave Openings & Foundations—Increase \$10,500 self explanatory
- 642 Police Misc.—Increase \$51,630 Higher due to DEA reimbursements
- 668-2 Property Rental-Cable—Increase \$6,320 due to higher usage
- 698 Misc. Revenues—Decrease \$72,000 less prior years taxes, disability payments
- 699-209 Transfer from Cemetery Fund—Decrease \$33,800 as the operating transfer is not needed

Administration

- 962 Misc. Expense—Increase \$12,269 due to payout for storm sewer relocation

Ambulance

- 920 Utilities—Increase \$100 due to higher Utility bills

DPW

- 863 Vehicle Maintenance—Increase \$17,000 due to Mechanic's wages. We need to look into the way they are being charged off to different departments.
- 920 Utilities—Increase \$6,200 due to higher utility bills
- 923 Street Lighting—Increase \$12,537 due to higher utility bills
- 930 Repair Maintenance—Decrease \$2,000
- 931 Building Maintenance—Decrease \$8,000
- 957 Education—Decrease \$,1700
- 974 Land Improvement—Decrease \$9,500

Parks & Recreation

- 801 Professional Services—Increase \$5,400 due to porta-john rentals being nearly double than what was budgeted

Major Streets

- 478-740 Snow Plowing Operating—Increase \$11,465 due to road salt purchases
- 479-702 Snow Removal Wages—Increase \$660 due to heavy snowfalls
- 479-715 Snow Removal Fringes—Increase \$235 due to heavy snowfalls
- 485-969-203 Contribution to Local Streets—Decrease \$89,000 as the operating transfer is not necessary

Local Streets

- 676-202 Contribution Major Streets—Decrease \$89,000 as the operating transfer is not necessary
- 451-801 Professional Services—Increase due to Road Plan update (HRC)

Cemetery Perpetual Care

- 969-101 Transfer to General Fund—Decrease \$33,800 as operating transfer is not necessary

Downtown Development Authority

- 402 Current Property Taxes—Decrease \$11,679 due to TIF funds not as much as anticipated

675-1 Contribution Farmer's Market—Increase 15,100 due to eliminating line item 698 (misc. Revenue) and attributing the revenues to what they really are. These are Vender and Sponsor fees for the South Lyon Farmer's Market

698 Misc. Revenues—Decrease \$7,500 to reflect revenues that are actually Farmer's Market revenues

702 Wages—Increase \$5,400 due to wages for L. Sahl (Plant Waterer) and M. Novrocki (Farmer's Market Manager). Ms. Sahl's wages weren't budgeted and Ms. Novrocki's hourly wage was increased.

740 Operating Expense—Decrease \$1,200 due to low use

740-2 Seasonal Improvements—Increase \$3,300 due to hanging basket purchase

880 Community Events—Decrease \$2,000 due to no expenditures in this line item

969.369 Contribution to Bldg. Authority—Increase \$50 due to Agent Fees

970 Capital Expenditures—Increase \$1,866 due to table and bench purchase for the pocket park in the downtown area

Building Authority

674-2 Contribution from DDA—Increase \$3,475 to match DDA contribution

446-300-999 Paying Agent Fees—Decrease \$400 due to Agent Fees being less than budgeted

446-400-999 Paying Agent Fees—Increase \$50 due to Agent Fees being more than budgeted

Capital Improvement

451-801 Professional Services—Increase \$8,078 due to audit fees and HRC invoices for Pontiac Trail resurfacing review and Whipple Street parking lot lighting

451-801-3 Prof. Svcs. -Police/Fire Parking Lot—Increase \$26,993 due to HRC invoices

451-802-110 Contractual Svcs.-Lake St. Project—Increase \$24,690 due to MDOT billings

451-802-190 Contractual Svcs.-Earmark Fund—Decrease 134,240 due to no expenditures

451-802-3 Prof. Svcs.-Police/Fire Parking Lot—Increase \$74,824 due to Spartan Sealcoating invoices

Land Acquisition

971 Land Acquisition—Increase \$5,800 due to easement purchase

Water & Sewer

452-801 Professional Svcs.—Increase \$21,600 due to HRC invoices for DWRF

452-802 Contractual Svcs.—Increase 12,270 due to Bricco invoices for DWRF

555-818 Solid Wastes Collection—Increase \$5,002 due to increase in accounts

101 GENERAL FUND REVENUES							
Amended 6/22/15		Audit	Adopted	Amended	Proposed	Amended	Proposed
Revenue	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
	TAXES						
402	Current Property Tax (9.7375)	3,289,319	3,297,159	3,297,159	3,054,581	3,054,581	3,146,218
423	Mobile Home Park		930	920	920	920	920
444	Service fee in lieu of taxes		3,000	3,000	1,500	1,500	1,500
446	Penalties and interest		28,000	30,000	30,000	30,000	30,000
	Total	3,289,319	3,329,089	3,331,079	3,087,001	3,087,001	3,178,638
451	LICENSES & PERMITS	132,073	56,000	132,000	132,000	132,000	132,000
	Total	132,073	56,000	132,000	132,000	132,000	132,000
	INTERGOVERNMENTAL REVENUES						
570	State Shared Revenues	873,146	897,000	897,000	927,113	927,113	954,926
570-1	State Shared Revenues-Mid Decade						
571	Federal Grant-DNR						
	Total	873,146	897,000	897,000	927,113	927,113	954,926
	CHARGES FOR SERVICES						
630	Property Tax Admin Fees	90,391	93,600	90,500	92,047	92,047	92,047
634	Grave Openings & Foundations	37,510	30,000	31,000	30,000	40,500	30,000
635	W & S Administration	1,353					
668.4	Property Rentals	8,789	9,000	8,800	8,800	8,800	8,800
668-3	Lease-Antenna	69,305	46,000	46,000	50,000	50,000	50,000
668-2	Property Rental-Cable	141,860	90,000	105,000	144,900	151,220	131,700
	Total	349,208	268,600	281,300	325,747	342,567	312,547
	FINES & FORFEITURES						
661	Parking Violations	4,252	5,600	4,000	4,000	4,000	4,000
662	Local Court Fines	26,363	19,500	19,500	25,000	25,000	25,000
	Total	30,615	25,100	23,500	29,000	29,000	29,000
	MISCELLANEOUS REVENUES						
642	Police Miscellaneous			19,540		51,630	
664	Interest Income	8,698	9,500	6,000	8,600	8,600	8,858
699-209	Contribution-Perpetual Care	96,578	97,200	97,200	98,700	64,900	98,700
699	Transfer from other Funds		25,878	25,878	33,160	33,160	27,290
692	Grant Money						
698	Miscellaneous	157,899	210,000	160,000	160,000	88,000	160,000
698.2	Proceeds from Long-term						
698.6	Grant Monies - Fire Dept.			1,348			
	Grant Monies - Police Dept.	27,715	15,428				
	Total	290,890	358,006	290,426	300,460	194,660	294,848
	TOTAL REVENUES	4,965,251	4,933,795	4,955,305	4,801,321	4,712,341	4,901,959
	BEGINNING FUND BALANCE	3,421,720	3,421,720	3,599,208	3,462,775	3,462,775	3,119,485
	TOTAL REVENUES AVAILABL	8,386,971	8,355,515	8,554,513	8,264,096	8,175,116	8,021,444
	TOTAL EXPENDITURES	4,787,763	4,819,875	5,091,738	5,015,640	5,055,631	5,631,663
	ENDING FUND BALANCE	3,599,208	3,535,640	3,462,775	3,248,456	3,119,485	2,389,781

GENERAL FUND OPERATION							
SUMMARY OF EXPENDITURES							
Amended 3/23/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
200	Administration	1,064,835	1,014,095	1,152,313	1,172,443	1,169,712	1,181,560
276	Cemetery	100,306	97,200	73,250	98,700	98,700	96,400
295	Public Transportation	58,764	67,007	67,007	70,360	70,360	72,470
300	Police	2,267,784	2,349,242	2,349,242	2,322,597	2,322,597	2,446,199
335	Fire	477,046	492,905	504,950	507,130	517,130	981,448
346	Ambulance	1,896	2,575	2,575	2,075	2,175	2,175
440	Public Works	687,981	634,075	772,125	685,170	714,707	699,511
690	Parks & Recreation	103,962	126,475	133,975	126,015	132,915	124,575
732	Historical	25,189	29,800	29,800	26,300	26,300	26,475
810	Cultural Arts	-	6,501	6,501	4,850	1,035	850
	Transfers to other funds						
	Contingencies						
	Totals	4,787,763	4,819,875	5,091,738	5,015,640	5,055,631	5,631,663

101-200 GENERAL FUND OPERATION							
ADMINISTRATION							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
702	Wages/Salaries	267,973	270,000	367,013	313,893	313,893	320,171
715-720	Fringe Benefits	118,627	108,000	130,000	144,461	144,461	146,000
727	Offices Supplies	5,451	6,000	6,000	6,000	6,000	6,000
740	Operating Expense	48,245	27,000	20,000	50,000	30,000	50,000
801	Professional Services	120,586	80,100	105,000	101,600	101,600	103,000
802	Contractual Services	83,764	88,500	93,500	90,744	90,744	90,744
807	Auditor	34,450	42,000	42,000	64,000	64,000	64,000
817	Planning Consultant	51,548	62,000	45,000	62,000	62,000	62,000
818	Elections	20,356	9,100	12,000	16,000	16,000	15,000
820	Computers	8,067	12,000	9,000	12,000	12,000	9,000
826	Legal Fees	59,704	50,000	70,000	60,000	60,000	62,000
830	Memberships & Dues	10,840	11,500	11,500	11,445	11,445	11,445
853	Telephone	7,869	8,800	8,800	7,000	7,000	7,000
861	Transportation & Mileage	5,714	4,800	4,800	4,500	6,500	4,500
880	Community Promotions	108,533	105,000	112,000	105,100	105,100	106,000
900	Printing	5,272	4,800	4,800	6,000	6,000	6,000
900-100	Publishing	7,133	5,200	7,000	7,200	7,200	7,200
910	Insurance & Bonds	40,024	52,395	45,000	50,000	50,000	50,000
920	Utilities	17,534	19,800	19,800	21,000	21,000	22,000
931	Building Maintenance	8,274	14,000	4,000	9,500	9,500	9,500
957	Education/Training	1,402	5,500	3,000	1,500	4,500	1,500
962	Miscellaneous Expense	7,688	5,000	1,000	5,000	17,269	5,000
969-200	Contribution-Solid Waste	16,422	15,000	22,000	16,500	16,500	16,500
971-100	Beautification	3,169	5,000	6,500	5,000	5,000	5,000
974-100	Rental Properties		1,800	1,800	1,200	1,200	1,200
977	Equipment Miscellaneous	6,190	800	800	800	800	800
	TOTAL	1,064,835	1,014,095	1,152,313	1,172,443	1,169,712	1,181,560

101-346 GENERAL FUND OPERATION							
AMBULANCE							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
702	Wages/Salaries						
712	S. L. Ambulance						
715-720	Fringe Benefits						
721	Uniforms & Cleaning Allowance						
727	Office Supplies						
740	Operating Expense						
760	Medical Supplies						
801	Professional Services						
826-100	Ambulance Bad Debt						
850	Communications/Dispatch						
851	Radio Maintenance						
853	Telephone						
860	Gas & Oil						
863	Vehicle Maintenance						
910	Insurance & Bonds	58	75	75	75	75	75
920	Utilities	1,838	2,500	2,500	2,000	2,100	2,100
930	Repairs & Maintenance						
940	Equipment Rental						
957	Education/Training						
970	Capital Outlay						
977	Equipment Purchases						
984	Escrow						
	TOTAL	1,896	2,575	2,575	2,075	2,175	2,175

101-440 GENERAL FUND OPERATION							
DEPARTMENT OF PUBLIC WORKS							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
702	Wages/Salaries	141,691	165,000	165,000	205,784	205,784	207,841
715-720	Fringe Benefits	203,424	107,500	220,000	131,345	131,345	143,166
721	Uniforms & Cleaning Allowance	5,454	5,500	5,500	5,500	5,500	5,500
727	Office Supplies	976	1,000	1,000	1,000	1,000	1,000
740	Operating Expense	15,569	14,000	14,000	14,000	14,000	15,000
801	Professional Services						
802	Contractual Services	7,248	6,900	6,900	8,029	8,029	8,129
820	Computer		3,000	3,000	3,000	3,000	3,000
830	Memberships & Dues		250	400	250	250	250
853	Telephone	5,164	5,050	5,050	5,050	5,050	5,050
860	Gas & Oil	32,651	37,000	37,000	27,474	27,474	27,500
861	Transportation & Mileage	327	375	375	375	375	375
863	Vehicle Maintenance	93,348	80,000	80,000	80,000	112,000	81,000
910	Insurance & Bonds	10,782	13,000	12,000	12,000	12,000	12,000
920	Utilities	19,927	16,500	16,500	13,500	19,700	13,700
923	Street Light Expenditures	89,295	103,000	129,400	107,363	119,900	108,000
930	Repairs & Maintenance		3,000	3,000	3,000	1,000	3,000
931	Building Maintenance	21,542	10,000	10,000	10,000	2,000	9,500
935	NPDES Phase II Stormwater		16,500	16,500	12,000	12,000	10,000
940	Equipment Charges	10,000	10,000	10,000	10,000	10,000	10,000
940-1	Equipment Charges						
957	Education/Training	787	3,000	3,000	3,000	1,300	3,000
970	Capital Outlay						
974	Land Improvements	14,781	26,500	26,500	26,500	17,000	26,500
977	Equipment Purchases	15,015	7,000	7,000	6,000	6,000	6,000
978	Capital Equipment						
	TOTAL	687,981	634,075	772,125	685,170	714,707	699,511

101-690 GENERAL FUND OPERATION							
PARKS & RECREATION							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
702	Wages/Salaries	54,899	51,000	51,000	57,640	57,640	58,000
715	Fringe Benefits	16,531	23,000	23,000	20,000	20,000	20,500
740	Operating Expense	2,098	3,200	3,200	3,200	3,200	3,200
801	Professional Services	9,522	16,400	22,400	9,400	14,800	9,600
860	Gas & Oil	6,002	4,500	6,000	4,500	6,000	4,500
880	Community Promotions		700	700	700	700	700
910	Insurance & Bonds	701	750	750	750	750	750
920	Utilities	699	1,700	1,700	1,700	1,700	1,700
930	Repairs & Maintenance	7,591	6,000	6,000	9,000	9,000	7,000
940	Equipment Charges	1,000	11,025	11,025	11,025	11,025	11,025
940-1	Equipment Rental						
962	Miscellaneous Expense	342	600	600	600	600	600
977	Equipment Purchases	232	1,000	1,000	1,000	1,000	1,000
978	Capital Improvements	4,345	6,600	6,600	6,500	6,500	6,000
	TOTAL	103,962	126,475	133,975	126,015	132,915	124,575

202 MAJOR STREETS OPERATIONS							
REVENUES							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Revenue	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
569	Federal Grant						
574	State Shared Rev Gas & Wgt Tax	387,802	384,279	384,279	386,000	386,000	386,000
664	Interest Income	866	2,000	900	900	900	900
669-200	Metro Authority		24,300	24,300	24,300	24,300	24,300
676-101	Contribution-General Fund						
676-401	Contribution-Capitol Improvement						
694	Other Revenue-Tri Party						
698	Sundry	26,959					
699	Transfers In						
	TOTAL REVENUES	415,627	410,579	409,479	411,200	411,200	411,200
	BEGINNING FUND BALANCE	574,527	706,804	706,804	749,973	749,973	844,843
	TOTAL REVENUES AVAILABLE	990,154	1,117,383	1,116,283	1,161,173	1,161,173	1,256,043
	TOTAL EXPENDITURES	283,350	362,410	366,310	358,970	316,330	347,410
	ENDING FUND BALANCE	706,804	754,973	749,973	802,203	844,843	908,633

202 MAJOR STREETS OPERATION							
EXPENDITURES							
Amended 6/22/2015		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
212	Accountant						
801	Professional Service	2,800	3,200	3,500	3,500	3,500	3,500
	SUBTOTAL	2,800	3,200	3,500	3,500	3,500	3,500
451	Street Construction						
801	Professional Services (HRC)			3,600			
802	Contractual Services (9 Mile Rd.)						
802-100	Contractual Services (Warren St.)						
802-200	Contractual Services Tri-Party (8 Mile)						
	SUBTOTAL	-	-	3,600	-	-	-
463	Street Routine Maintenance						
702	Wages/Salaries	64,591	88,000	88,000	89,760	89,760	74,000
715-720	Fringe Benefits	28,911	48,400	48,400	36,000	36,000	38,000
740	Operating Expense	303	2,000	2,000	2,000	2,000	2,000
801	Professional Services						
910	Insurance & Bonds	43	60	60	60	60	60
930	Repair & Maintenance	10,835	14,500	14,500	14,500	14,500	15,000
940	Equipment Charges	13,600	13,000	13,000	13,000	13,000	13,000
940-100	Equipment Rental Charge						
	SUBTOTAL	118,283	165,960	165,960	155,320	155,320	142,060
474	Traffic Services						
702	Wages/Salaries	2,504	2,500	2,500	2,500	2,500	2,500
715-720	Fringe Benefits	1,122	1,600	1,600	1,600	1,600	1,600
740	Operating Expense	560	2,500	2,500	3,300	3,300	3,000
924	Traffic Signals	2,206	8,000	8,000	8,000	42,000	8,000
	SUBTOTAL	6,392	14,600	14,600	15,400	49,400	15,100
478	Snow Plowing						
702	Wages/Salaries	15,031	23,000	23,000	23,000	23,000	24,000
715-720	Fringe Benefits	6,723	15,000	15,000	15,000	15,000	16,000
740	Operating Expense	26,441	27,000	27,000	33,300	44,765	33,300
930	Repair & Maintenance						
940	Equipment Charges	13,500	13,550	13,550	13,550	13,550	13,550
	SUBTOTAL	61,695	78,550	78,550	84,850	96,315	86,850
479	SNOW REMOVAL						
702	Wages/Salaries		2,500	2,500	2,500	3,160	2,500
715-720	Fringe Benefits	78	1,200	1,200	1,200	1,435	1,200
	SUBTOTAL	78	3,700	3,700	3,700	4,595	3,700
485	TRANSFER BETWEEN FUNDS						
969-203	Contribution-Local Streets	90,000	89,000	89,000	89,000	0	89,000
	SUBTOTAL	90,000	89,000	89,000	89,000	0	89,000
491	Storm Sewer						
702	Wages/Salaries	1,838	3,000	3,000	3,200	3,200	3,200
715-720	Fringe Benefits	830	1,900	1,900	1,600	1,600	1,600
740	Operating Expense	1,434	2,500	2,500	2,400	2,400	2,400
	SUBTOTAL	4,102	7,400	7,400	7,200	7,200	7,200
	TOTAL EXPENDITURES	283,350	362,410	366,310	358,970	316,330	347,410

203 LOCAL STREET OPERATIONS							
REVENUES							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Revenue	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
574	Gas & Wgt. Tax	167,052	165,558	165,558	165,000	165,000	169,950
626-100	Major & Local Misc. Revenue						
664	Interest Income	50	200	200	50	50	50
676-101	Contribution-General Fund	90,000					
676-202	Contribution Major Street	278,814	89,000	89,000	89,000	0	89,000
676-401	Contribution-Capitol Improvement						
694	Other Revenue-Tri Party						
698	Proceeds from Sale of Bonds						
	TOTAL	535,916	254,758	254,758	254,050	165,050	259,000
	BEGINNING FUND BALANCE	49,407	118,878	118,878	104,216	104,216	27,221
	TOTAL REVENUES AVAILABLE	585,323	373,636	373,636	358,266	269,266	286,221
	TOTAL EXPENDITURES	466,445	254,120	269,420	233,395	242,045	237,095
	ENDING FUND BALANCE	118,878	119,516	104,216	124,871	27,221	49,126

203 LOCAL STREET OPERATION							
EXPENDITURES							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
212	Accountant						
801	Professional Services	2,800	3,200	3,500	3,500	3,500	3,500
	SUBTOTAL	2,800	3,200	3,500	3,500	3,500	3,500
451	Construction						
801	Professional Services	127,880				8,650	
801-220	Pro. Services 12/13 Stanford						
	Pro. Services 12/13 N. Hagadorn						
	Contractual Services-12/13 Streets						
802	Contractual Services	159,033		15,000			
	Contract. Services N. Hagadorn						
	SUBTOTAL	286,913	-	15,000	-	8,650	-
463	Street Routine Maintenance						
702	Wages/Salaries	67,372	85,225	85,225	72,500	72,500	74,500
715-720	Fringe Benefits	28,044	44,000	44,000	36,000	36,000	37,000
740	Operating Expense	525	1,400	1,400	2,000	2,000	2,000
801	Professional Services						
910	Insurance & Bonds	43	65	65	65	65	65
930	Repair & Maintenance	9,148	8,600	8,600	8,600	8,600	8,600
940	Equipment Charges	15,150	15,480	15,480	15,480	15,480	15,480
940-100	Equipment Rental Charges						
	SUBTOTAL	120,282	154,770	154,770	134,645	134,645	137,645
474	Traffic Services						
702	Wages/Salaries	1,011	2,000	2,000	2,000	2,000	2,000
715-720	Fringe Benefits	477	1,000	1,000	900	900	900
740	Operating Expense	759	5,200	5,200	4,500	4,500	4,000
	SUBTOTAL	2,247	8,200	8,200	7,400	7,400	6,900
478	Snow Plowing						
702	Wages/Salaries	14,738	24,000	24,000	24,000	24,000	25,000
715-720	Fringe Benefits	6,598	15,000	15,000	15,000	15,000	15,200
740	Operating Expense	14,237	22,000	22,000	22,000	22,000	22,000
930	Repair & Maintenance						
940	Equipment Charges	13,150	13,350	13,350	13,350	13,350	13,350
	SUBTOTAL	48,723	74,350	74,350	74,350	74,350	75,550
491	Storm Sewer						
702	Wages/Salaries	1,934	3,500	3,500	3,500	3,500	3,500
715-720	Fringe Benefits	867	2,100	2,100	2,000	2,000	2,000
740	Operating Expense	2,679	6,000	6,000	6,000	6,000	6,000
930	Repair & Maintenance		2,000	2,000	2,000	2,000	2,000
940	Equipment Charges						
	SUBTOTAL	5,480	13,600	13,600	13,500	13,500	13,500
	TOTAL EXPENDITURES	466,445	254,120	269,420	233,395	242,045	237,095

209 CEMETERY PERPETUAL CARE							
Revenue	Description	Audit 2012-2013	Adopted 2013-2014	Amended 2013-2014	Proposed 2014-2015	Amended 2014-2015	Proposed 2015-2016
402	Current Property Tax						
446	Penalties & Interest						
646	Sale of Lots			20,000	21,000	21,000	21,000
664	Interest Income			1,100			
	Other Income	21,163					
	TOTAL REVENUES	21,163	-	21,100	21,000	21,000	21,000
Expenditure	Description	Audit 2012-2013	Adopted 2013-2014	Amended 2013-2014	Proposed 2014-2015	Amended 2014-2015	Proposed 2015-2016
969-101	Transfer to General Fund	96,578	97,200	97,200	98,700	64,900	98,700
	TOTAL EXPENDITURES	96,578	97,200	97,200	98,700	64,900	98,700
	BEG. FUND BALANCE	786,482	711,067	711,067	634,967	634,967	591,067
	TOTAL REVENUES	21,163	-	21,100	21,000	21,000	21,000
	TOTAL REVENUES AVAILABLE	807,645	711,067	732,167	655,967	655,967	612,067
	TOTAL EXPENDITURES	96,578	97,200	97,200	98,700	64,900	98,700
	ENDING FUND BALANCE	711,067	613,867	634,967	557,267	591,067	513,367
	In reviewing the Perpetual Care Fund, it would appear that we will deplete the fund in 5-6 years. It was always my understanding that this fund was for a much larger term. Council might want to consider appropriating General Fund Revenues instead.						

DOWNTOWN DEVELOPMENT AUTHORITY							
OPERATING FUND							
280							
Amended 6/22/2015		Audit	Adopted	Amended	Proposed	Amended	Proposed
Revenue	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
402	Current Property Taxes (Capture	35,591	30,967	30,847	31,896	20,217	32,856
570	State Shared Revenues						
664	Interest Income	226	300	300	200	200	200
675	Contribution - Private Sources						
675-1	Contribution - Farmers Market					15,100	
675-2	Contribution - Winter Events						
675-401	Transfer In-Capital Improvement						
	Professional Service - Premise						
	Professional Service - Consult.						
	Contrib. City of South Lyon						
698	Other Revenues			6623	7500	0	
	Donations						
	Total Revenues	35,817	31,267	37,770	39,596	35,517	33,056
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
969-369	Contribution to Bldg. Auth. TIF Funds		18,740	37,480	36,425	36,475	
702	Wages/Salaries		2,500	7,000	7,000	12,400	
715-20	Fringe Benefits						
740	Operating Expense		500	3,500	3,500	2,300	
740-2	Seasonal Improvements			6,600		3,300	
801	Professional Services						
802	Contractual Services		12,000	-			
807	Auditor						
880	Community Promotion		9,557	2,000	2,000	-	
880.1	Community Prom. CBD Winter						
880.2	Community Promo. Design						
900	Printing/Publishing						
962	Miscellaneous Expense	9,955			1,000	1,000	
970	Capital Expenditure					1,866	
	Total Expenditures	9,955	43,297	56,580	49,925	57,341	-
	BEGINNING FUND BALANCE	98,837	124,699	124,699	105,889	105,889	84,065
	TOTAL REVENUES**	134,654	155,966	162,469	145,485	141,406	117,121
	TOTAL EXPENDITURES	9,955	43,297	56,580	49,925	57,341	-
	ENDING FUND BALANCE	124,699	112,669	105,889	95,560	84,065	117,121
* Total Revenues include captured taxes (TIF)							

369 BUILDING AUTHORITY OPERATING AND DEBT FUND							
Amended 6/22/2015		Audit	Adopted	Amended	Proposed	Amended	Proposed
Revenue	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
402	Current Property Tax (.3450)	107,852	109,470	109,470	108,224	108,224	111,471
402-1							
402-2	Mills Joint Municipal Building						
570	State Shared Revenues						
664	Interest Income	548	200	200	500	500	75
669	Bond Capitalized Interest						
674	Cont. S.L. Schools Constr.						
	Interest on Construction Fund						
674-1	Cont. S.L. Schools Debt Share						
674-2	Cont.- DDA	33,410	18,740	18,740	33,000	36,475	33,285
676-509	Cont.-Land Acquisition						
676-401	Cont.-Capital Improvement		18,470	18,470			
694	Other Revenues						
698	Proceeds-Sale of Bonds						
	TOTAL REVENUES	141,810	146,880	146,880	141,724	145,199	144,831
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
446-2	SHARED FACILITY DEBT						
969				172,324			
990	Debt-Principal		-	-	0	0	0
995	Debt-Interest		-	-	0	0	0
999	Paying Agent Fees		-	-	0	0	0
	Total	-	-	172,324	-	-	
446-3	LAND ACQUISITION						
990	Debt-Principal	75,000	80,000	80,000	85,000	85,000	90000
995	Debt-Interest	31,825	25,960	25,960	23,920	23,920	19500
999	Paying Agent Fees		750	750	750	350	750
	Total	106,825	106,710	106,710	109,670	109,270	110,250
446-4	Wells St. Parking Lot						
990	Debt Principal	25,000	30,000	30,000	30,000	30,000	30000
995	Debt Interest	8,165	6,730	6,730	6,175	6,175	5035
999	Paying Agent Fees	226	750	750	250	300	250
	Total	33,391	37,480	37,480	36,425	36,475	35,285
	TOTAL EXPENDITURES	140,216	144,190	316,514	146,095	145,745	145,535
	BEGINNING FUND BALANCE	209,861	211,455	214,145	44,511	44,511	43,965
	TOTAL REVENUES	351,671	358,335	361,025	186,235	189,710	188,796
	TOTAL EXPENDITURES	140,216	144,190	316,514	146,095	145,745	145,535
	ENDING FUND BALANCE	211,455	214,145	44,511	40,140	43,965	43,261

401 CAPITAL IMPROVEMENT FUND							
REVENUES							
Amended 6/22/2015							
Revenue	Description	Audit 2012-2013	Adopted 2013-2014	Amended 2013-2014	Proposed 2014-2015	Amended 2014-2015	Proposed 2015-2016
402	Current Property Tax (1.1675)	47,183	47,902	47,902	366,236	366,236	377,223
402-5	Current Property Tax- Treatment Plant						
446	Penalties & Interest						
510	Huron Valley Aid		426,556	0			
571-1	Earmark Federal Aid				89,990	89,990	
566-1	Transporation Enhancement(Urban Design)						
570	State Shared Revenues						
571-4	Federal Grant-S. W. Connector						
571-5	Federal Grant-Pontiac Trail/9 Mile Rd. ¹						
571-001	Federal Grant Comm. Development	76,594					
583	Contrib.-Road Comm. Lake Street Tri-Party		73,637	73,637	73,637	73,637	
664	Interest Income	3,315	5,000	5,000	5,000	5,000	5,000
675	Contrib.-Road Comm. Pontiac Trail-Tri-Party						
675-001	Contrib. Road Comm. Southeast Connector						
676-274	Transfer In CDBG						
698-7	DELEG Grant						
	Transfer In	15,000					
	TOTAL REVENUES	142,092	553,095	126,539	534,863	534,863	382,223
	BEGINNING FUND BALANCE	2,244,262	2,112,372	1,895,218	1,059,460	1,059,460	1,347,380
	TOTAL REVENUES	2,386,354	2,665,467	2,021,757	1,594,323	1,594,323	1,729,603
	TOTAL EXPENDITURES	491,135	843,090	962,297	254,676	246,943	-
	ENDING FUND BALANCE	1,895,218	1,822,377	1,059,460	1,339,647	1,347,380	1,729,603
Notes~							
	3% estimated increase in taxable value						
	There is no expenditures proposed for FY 15-16						
	and HRC's update for the expenditure for a road						
	inventory in FY 13/14 based on Council action at						
	the February 10, 2014 Council meeting.						

401 CAPITAL IMPROVEMENT FUND							
EXPENDITURES							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Expenditure	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
451							
801-000	Professional Services					8078	
801-001	Prof. Svcs.-CDBG Whipple St. Lot						
801-170	Prof. Svcs.-S. W. Connector						
801-190	Prof. Svcs.-Urban Design Enginee	3,353					
801-300	Prof. Svcs.-Police/Fire Parking Lot		31,600	25,280	6,326	33,319	
801-002	Prof. Svcs.-Storm Water Master						
801-110	Prof. Svcs.-Lake St. Design Engineering		80,000	30,000	50,000	50,000	
802-001	Cont. Svcs.-CDBG Whipple St.Lot	23,448					
802-110	Cont. Svcs.- Lake Street Project		586,520	79,590	34,110	58,800	
802-210	Cont. Svcs.-S.W. Connector	6,189					
802-300	Cont. Svcs.-Police/Fire Parking Lo	76,594	126,230	100,000	30,000	104,824	
802-190	Cont. Svcs.-Earmark Fund				134,240	0	
802.4	Contractual Svcs. - DELEG	74,148					
969-202	Contribution-Major Streets						
969-203	Contribution-Local Streets	278,814					
969-280	Transfer to DDA	28,589	18,740	0			
969-307	Contribution to W.W. Bond D.R.			727,427			
970-000	Parking Lot Improvements						
	TOTAL EXPENDITURES	491,135	843,090	962,297	254,676	246,943	-
Note: The City will only be responsible							
for 18.15% of construction cost.							
MDOT will pay Contractor directly.							

592 WATER AND SEWER OPERATIONS							
REVENUES							
Amended 6/22/2015							
		Audit	Adopted	Amended	Proposed	Amended	Proposed
Revenue	Description	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016
370	Tap-In Fees		25,000	25,000	25,000	25,000	25,000
401	Property Tax						
529	Federal Grant Research						
570	State Shared Revenues						
607	Refuse Collection	481,674	491,000	491,000	498,000	498,000	493,350
635-1	Fixed Charges	85,086	84,200	84,200	85,000	85,000	85,000
640	Analytical System						
642-1	Sale of Wastewater	1,257,183	1,198,558	1,198,558	1,228,384	1,228,384	1,243,297
642-2	Sale of Water	1,030,139	908,575	908,575	963,000	963,000	1,020,780
642-3	Tube Mill Treatment Water		111,240	111,240	117,914	117,914	124,988
655	Fines & Forfeitures		44,000	44,000	44,000	44,000	44,000
664	Interest Income		25,000	25,000	10,000	10,000	10,000
668-1	Hydrant Rental	2,500	2,500	2,500	2,500	2,500	2,500
672	Inspection - Tap-in		4,000	4,000	4,000	4,000	4,000
676-641	Contribution - Equip. Replaceme	17,430	17,430	17,430	17,430	17,430	17,430
676-101	Contribution - General Fund						
694	Other Revenues		25,000	25,000	12,000	12,000	12,000
698-400	Sale of Bonds		1,507,000	1,507,000			
966	Trans-Restricted Assets						
	Trans-Restricted Assets-Debt						
	TOTAL	2,874,012	4,443,503	4,443,503	3,007,228	3,007,228	3,082,345
	BEGINNING FUND BALANCE	7,128,653	7,432,586	7,432,586	7,435,374	7,435,374	7,163,734
	TOTAL REVENUES AVAILABLE	10,002,665	11,876,089	11,876,089	10,442,602	10,442,602	10,246,079
	TOTAL EXPENDITURES	2,471,936	4,440,715	4,440,715	2,835,546	3,278,868	2,837,184
	ENDING FUND BALANCE	7,530,729	7,435,374	7,435,374	7,607,056	7,163,734	7,408,895

AGENDA NOTE

New Business: Item

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Lynne Ladner, City Manager

AGENDA TOPIC: Review IT Contract Services proposals and consider approval of contract with an IT Contract Services provider.

EXPLANATION OF TOPIC:

As I informed the Council earlier this year it has been necessary for the City to retain a new IT Contract Services Provider due to the untimely business closure of our previous provider. This does however provide the City the opportunity to consolidate once again to a single IT service provider which has not been the case for I believe the last 18 months to two years due to issues the with service delivery that required the Police Department to seek a separate IT Provider contract. A request for bids was sent out to four specific IT Contract Providers located in the area as well as advertising the bid process on the City's website. The City received two proposals. One from JWTek which is currently serving the Police Department and one from VisiCom which is currently serving the rest of the City departments, all efforts were made in an attempt to make this an apples to apples comparison specifically asking the companies to provide municipal references for their work if possible to ensure that the company selected would have a solid understanding of the needs of the City and more specifically the response time needs of the public safety departments as well as the confidentiality of the information that they could potentially have access to as the IT Services Provider.

The low bidder based solely on the annual contract amount is JWTek at an annual cost of \$15,000 per year for three years with all non-retainer services to be billed at an hourly rate of \$125.00 per hour. I have included with your packet a memo from Chief Collins regarding their experience in working with JWTek. None of the references that they provided are municipal or government agency clients.

VisiCom does have a higher annual retainer rate at \$22,199 for year one, \$22,864.97 for year two and \$23,550.92 for year three with all non-retainer services to be billed at an hourly rate of \$105.00 per hour. We have been working with VisiCom for the past few months and they have responded promptly to all service calls/emails from the departments they are servicing. All of their references are municipal or government clients and while the base rate is higher, I believe that with the lower non-retainer rate the overall costs may in fact end up being less costly.

I have included a copy of the contract and an invoice from Tech Resources so that you can compare the services and costs that we used to spend on IT Contract Services with what the bids are proposing.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposals from JWTek and Visicom, Memo from Chief Collins and Copy of Tech Resources contract and quarterly bill.

AGENDA NOTE

New Business: Item

POSSIBLE COURSES OF ACTION: Approve a contract for IT Contract Services with either VisiCom or JWTek, reject both bids, reject and rebid for the services based on a straight hourly rate.

RECOMMENDATION: Approve contract for IT Contract Services with VisiCom.

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve agreement for Contract IT Services with VisiCom in the amount of \$22,199 in year one, \$22,864,97 in year two and \$23,550.92 in year three with the agreement running from July 1, 2015 through June 30, 2018.

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief of Police



Memorandum

To: Mayor Wallace and City Council Members

From: Chief Lloyd T. Collins *ATC*

Subject: Information Technology Services

Date: June 16, 2015

City Manager Ladner asked me to forward a memo regarding information technology services provided to the police department by JW Tek, our current provider.

JW Tek is a relatively small company comprised of four employees. Their office is located in Auburn Hills, making a trip to South Lyon very time consuming. It has been our experience that responsiveness is an issue. Many times it is necessary to make more than one telephone call to get attention from a technician.

The police/fire network has needed a new firewall device and two "transducers" for months. While JW Tek recently installed the firewall device, it has still not been programmed/optimized correctly. Hundreds of junk and spam e-mail messages are getting past the firewall. The "transducers" have not been installed, and different technicians give varying answers regarding the status of the project.

A JW Tek technician advised Lt. Sovik that the police department needed a new server. When questioned regarding the reason, he couldn't provide one and referred the question to his supervisor. The supervisor explained that a new server wasn't necessary, but that the server did need reprogramming because it wasn't set up correctly.



9440 Elizabeth Lake Rd.
STE. A
White Lake, MI 48386

PHONE (248) 889-7860
FAX (248) 889-0448

Date	Invoice #
11/13/2014	14189

BILL TO:

CITY OF SOUTH LYON
335 WARREN STREET
SOUTH LYON, MI
48178

SHIP TO:

CITY OF SOUTH LYON
335 WARREN STREET
SOUTH LYON, MI
48178

REP**P.O. NUMBER**

MSS

QTY	ITEM	DESCRIPTION	PRICE EACH	AMOUNT
1	LABOR	ON-SITE SERVICE AND SUPPORT - PER CONTRACT 1-1-15 TO 12-31-15	4,750.00	4,750.00

Thank you for your business.

TOTAL**\$4,750.00**

Phone #	E-mail
248-889-7860	sales@trsyst.com

Balance Due**\$4,750.00**

**NON-EXCLUSIVE INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE PROFESSIONAL COMPUTER SERVICES TO THE
CITY OF SOUTH LYON**

RETAINER SERVICES PROVIDED

Now, therefore, it is understood between the City of South Lyon and Tech Resources, Inc. as evidenced by the respective signatures below that Tech Resources, Inc. will perform the independent duties and functions of the following for a flat base maintenance fee of three thousand six hundred dollars (\$4,050.00 YEAR ONE) from January 2010 to December 2011; (\$4,450.00 YEAR TWO) January 2011 to December 2012 & (\$4,750.00 YEAR THREE) January 2013 to December 2014):

1) To timely respond on-site forthwith, if requested, or by phone with tech support on a nine/five (9/5) basis to the City of South Lyon during City business hours for the following City Departments at four separate locations - City Manager, Treasury, Ordinance, Building, Utility Billing, Clerk/Elections, Police, Water and Public Works.

The following procedure will need to be followed by South Lyon (assigned contact people) when reporting or logging a support related incident covered by TECH RESOURCES, INC. maintenance/support plans.

- Call Tech Resources, Inc Tech Support 248.889.7860---give your contact information. Or login to Tech Resources Help Desk and start a ticket indicating whether the problem status is Status 1 or Status 2 (defined below)

- Status 1---Critical, system down, need immediate attention
 - Status 2---Situation not critical but need prompt attention

- Briefly describe the problem.

If Tech Resources support staff is unable to resolve a Status 1 incident over the phone or via remote desktop in a timely manner and the decision is made by both parties that it is necessary to dispatch a technician for on-site services. Tech Resources will provide a technician within a four hour time period.

If Tech Resources support staff is unable to resolve a Status 2 incident over the phone in a timely manner and the decision is made by both parties that it is necessary to dispatch an engineer for on-site services. Tech Resources will provide a technician the same day or the next business day during normal business hours.

- Two Server and up to 30 workstations (computers & notebooks) to be checked for all OS and anti-virus updates and network conductivity on an on-going basis.
- On-going and scheduled file and data maintenance on the Windows 2003/2008 Server.
- Conduct and maintain routine file maintenance on all workstations including an annual system cleaning.
- Configuration report supplied to the Designated Administrator within the City on all applied updates on a semiannual basis.

- Periodically submit a comprehensive equipment assessment and needs reports to the City Manager.
- Submit end user assessments and needs report to the City Manager or City Administrator annually or upon request.
- Maintain conductivity and security of WAN, LAN, Wireless systems & VPN. Conduct security audit semi-annually with reports provided

BILLABLE SERVICES

With respect to software installation, hardware replacement or any additions, staff training as needed and requested, the City of South Lyon and Tech Resources, Inc. agree that such services shall be billed at a reduced hourly rate to the City at seventy five dollars (\$75.00) per hour for such services outlined if requested and authorized by the City in writing; this does not apply to existing equipment.

It is understood and agreed that all technicians working on the City of South Lyon Computer system must be certified technicians with certification levels appropriate to the level of servicing under this contract and provide copies of their certifications upon request.

It is further understood and agreed that additional new-replacements-upgrades of the following: replacement computers, software or equipment for City of South Lyon will be bid out per exacting specifications by the City of South Lyon with the City free to select the vendor per its own bidding procedures or provided by Tech Resources, Inc. at cost plus 10% at the option of the City. A copy of Tech Resources purchase invoice to be provided to verify the 10% mark-up.

It is understood and agreed that this contract is entered into commencing on January 1, 2010.

INSURANCE

It is further understood and agreed that Tech Resources, Inc. shall maintain a general comprehensive liability and damage insurance policy covering the services extended for an amount not less than One Million dollars (\$1,000,000.00) and such policy shall be provided to the City of South Lyon as evidence of insurance.

It is further understood and agreed and Tech Resources, Inc. warrants that all of its personnel, technicians and the like assigned to the City of South Lyon for onsite work shall be appropriately covered by worker's compensation at the cost and behest of Tech Resources, Inc. solely as part of this agreement and provide proof of insurance to the City.

PAYMENT AND INVOICES

Payment of annual base fee shall be made by January 30th.

Tech Resources, Inc. shall provide a detailed time and billing summary in readable form particularly describing the time and services performed sufficiently with the identification of the technician performing the service in the billing document which billing document shall be submitted to the City on a monthly basis for its next regular public bill run approval at a regularly scheduled public meeting.

It is understood and agreed that if there are no objections by the City at a regularly posted meeting where the bill run is properly presented including for services rendered at the hourly rate provision under the terms of this agreement, then the bill is deemed acceptable and payable in the ordinary course of business of the City of South Lyon as with all vendors.

The parties understand and agree that there is no representation as to the quantity of billable work assignments or billable services under this agreement.

In consideration of the net hourly rate as described above, Tech Resources, Inc. agrees to faithfully perform the duties and work assigned in their capacity as an independent contractor and to work in the best interest and furtherance of the business of City of South Lyon at all times.

It is further agreed by Tech Resources, Inc. that it will make every attempt possible to supply the City with the services and response times as defined in this agreement on a nine/five (9/5) basis or in a timely manner.

It is further understood and agreed that Tech Resources, Inc. shall respect and not disclose to anyone without prior written permission of City of South Lyon any of its computer records, CLEMIS/LIEN records and/or processes and the like, including any and all personnel records.

Tech Resources, Inc. further warrants and guarantees under this agreement that the time billed is actual time spent on a particular billable matter and warrants and guarantees that all services rendered will be both reasonable and necessary to effectively maintain computer services of City of South Lyon.

It is further understood and agreed that Tech Resources, Inc. acknowledges that there are no fringe benefits or any benefits outside the terms of this contract due, owing or accruing to Tech Resources, Inc. and/or its personnel/technicians.

It is further understood and agreed that no oral representations are binding on either party relative to this relationship and that this agreement represents and defines the relationship of Tech Resources, Inc. to City of South Lyon.

It is further understood and agreed that no tax or withholding shall occur in the payments to Tech Resources, Inc. and that Tech Resources, Inc. agrees to hold harmless City of South Lyon, its agents, its personnel, advisors, representatives and the like for any liability or claims of any kind as result of this agreement not to withhold and further agrees to hold harmless City of South Lyon for the same.

Tech Resources, Inc. represents that technicians and/or personnel assigned to the CLEMIS/LIEN and fire computer record services comply with all laws, regulations, and specifications as are particular to such systems and fire departments in the State of Michigan and meet all Michigan State requirements in servicing and having access to such systems.

This agreement may be terminated by either party upon sixty (60) days notice and the annual base fee paid by the City of South Lyon to Tech Resources, Inc. shall be pro rated accordingly with a refund owed to the City of South Lyon by Tech Resources, Inc. which shall be paid within thirty (30) days thereafter without claim of off set.

Agreed and accepted:


Matt Shelly, President, Tech Resources, Inc.


Authorized Representative - City of South Lyon

Dated: 1-26-2010

Dated: 1-27-2010

Appendix A

REMOTE BACKUP SERVICE AGREEMENT

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of Remote Backup. These services include an offsite secured backup at Tech Resources facility. This remote backup consists of the following amount of data up to 25GB. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 12 months from the date of the Agreement, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 30 Days.
4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation amounting to \$69.95 per month this reduced rate is available as a part of the complete service agreement.
7. This compensation will be payable on a monthly basis, while this Agreement is in force.
8. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Payment Penalties

9. In the event that the Customer does not comply with the rates, amounts or dates of pay provided in this Agreement, a late payment penalty will be charged as follows: The Customer will pay a surcharge of 1 percent (APR) on the monthly compensation amount for any late payment.

Ownership of Materials

10. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
11. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

12. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

13. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

14. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

15. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

A. City of South Lyon
Attn: IT City Administrator
335 S. Warren Street
South Lyon, MI 48178

B. Tech Resources Inc.
Attn: Matt Shelly
10580 Highland Rd. Suite 329,
White Lake, Michigan, 48386
Fax Number: 248-889-7860
Email: sales@trsyst.com

Or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

17. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Entire Agreement

18. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Insurance

19. It is further understood and agreed that Tech Resources, Inc. shall maintain a general comprehensive liability and damage insurance policy covering the services extended for an amount not less than One Million dollars (\$1,000,000.00) and such policy shall be provided to City of South Lyon as evidence of insurance.
20. It is further understood and agreed and Tech Resources, Inc. warrants that all of its personnel, technicians and the like assigned to City of South Lyon for onsite work shall be appropriately covered by worker's compensation at the cost and behest of Tech Resources, Inc. solely as part of this agreement and provide proof of insurance to the Township.

Indemnification

21. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Governing Law

22. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Dispute Resolution

23. In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.
24. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Michigan. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Michigan.

Severability

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

26. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Additional Provisions

27. This contract has a minimum period of 12 months. At the end of this period the contract will automatically be renewed for a further 12-month renewable period unless either party provides 30 days advanced written notice. The Service Provider will provide a reminder to City of South Lyon when your contract is nearing the end of its renewable period. At that point you can choose to opt-out, stay on the same plan at the relevant fee, or change to a new plan.

WHEREOF the parties have duly executed this Service Agreement this

SIGNED, SEALED AND DELIVERED

Tech Resources Inc

Per: Matt Shelly

Matt Shelly

Title: President

Date: January 1, 2010

City of South Lyon

Per: [Signature]

Title: City Clerk/Treasurer

Date: January 1, 2010

JWTEK LLC PROPOSAL

SOUTH LYON NETWORK MAINTENANCE AND INFORMATION TECHNOLOGY SUPPORT SERVICES

1. Overview of JW Tek LLC:

JW Tek LLC is an Information Technology Support Company owned and operated by Eli Nakhleh. JW Tek LLC is a Corporation headquartered in Auburn Hills, Michigan. Eli Nakhleh started JW Tek LLC in October of 1999. Eli's energy, integrity and strategic thinking has helped grow JW Tek LLC into a solid and reliable IT company that stands behind its services. Although a small company in size, JW Tek LLC is grand in its organization and performance level. Each and every technician has unique areas of expertise and knowledge. This speaks volumes about JW Tek's team performance.

2. JW Tek's experience and credentials to perform the requested services:

JW Tek, Inc. and staff are proud to hold and maintain the following certifications:

- CompTIA Network + Certified
- CompTIA A+ Certified
- Dell Certified Partner
- Microsoft Certified Partner
- JW Tek is also HIPPA and securities compliant in order to properly serve all of our healthcare clients and protect sensitive information.
- Tier 3 Data Center Certifications
- Cisco/Juniper/SonicWall Certifications

JW Tek's wide range of experience includes system troubleshooting, server setup and maintenance, complete end user support, complete hardware and software installation and maintenance, website maintenance and development, complete security support just to name a few. Our technicians provide on-site as well as remote support to our clients quickly and efficiently. Our technicians are professional and courteous. Our technicians are equipped to solve any issue as they are armed with a multitude of resources and equipment.

JW Tek LLC is continually adding to and updating its scope of service to meet and exceed the needs of its clients.

JWTEK LLC PROPOSAL

SOUTH LYON NETWORK MAINTENANCE AND INFORMATION TECHNOLOGY SUPPORT SERVICES

South Lyon's primary contact at JW Tek is Eli Nakhleh, president. In the event that Eli is unavailable, the following technicians will be ready and willing to assist you in your IT needs:

Nadeem Nammour, IT team leader

Michael Martin, support technician

Sebastian Kwiatkowski, support technician

Shawn Searles, support technician

Colin DeMarco, support technician

Justin MacPhee, support technician

3. Minimum of 5 Trade References

a. Company Name: Air Systems

Address: 4240 Delemere Court Royal Oak, Michigan 48073

Contact Name: Steve Waynick

Phone number: 248-549-1105

b. Company Name: SlipNOT

Address: 2545 Beaufait Street Detroit, Michigan 48207

Contact Name: Nicole Moran

Phone number: 313-923-0400

c. Company Name: Freedman Benefits

Address: 300400 Telegraph Road Suite 440 Bingham Farms, Michigan 48025

Contact Name: Wendy Freedman

Phone number: 248-646-3939

d. Company Name: River Rouge Housing

Address: 1800 Visger Road Detroit, Michigan 48218

Contact Name: Michael Sloan

Phone number: 313-382-1276

JWTEK LLC PROPOSAL

SOUTH LYON NETWORK MAINTENANCE AND INFORMATION TECHNOLOGY SUPPORT SERVICES

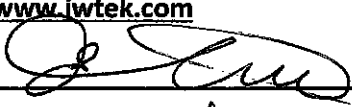
e. **Company Name:** Lutz Roofing

Address: 4721 Twenty-Two Mile Road Utica, Michigan 48317

Contact Name: Christine Acton

Phone number: 586-739-1148

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same service that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is in violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder:

Vendor:	JWTEK LLC
Address:	1030 Doris Road Auburn Hills, MI 48072
Phone No:	248-247-3247
Fax No:	248-247-3901
E-mail:	<u>eli@jwtek.com</u>
Website:	<u>www.jwtek.com</u>
Signature:	
Signer's Printed Name:	<u>ELI NAKHLEH</u>
Title:	<u>President</u>
Date Certified:	<u>6-10-2015</u>

RETAINER SERVICES TO BE PROVIDED

The selected contractor will perform the following independent duties and functions for an annual retainer maintenance fee of:

July 1, 2015 to June 30, 2016:	\$ <u>15,000</u>
July 1, 2016 to June 30, 2017:	\$ <u>15,000</u>
July 1, 2017 to June 30, 2018:	\$ <u>15,000</u>

The duties and functions covered by the retainer maintenance fee shall include the following:

1. Timely respond on-site forthwith, if requested, or by phone or through online remote connection with technical support on a twenty-four/seven (24/7) basis to city administration, general staff, police department, or public work department. The following procedure will be followed by the city's assigned contact person(s) when reporting or logging a support related incident covered by the Contractor's maintenance/support plans:
 - a. Call the Contractor's technical support center, provide the city's contract number, and indicate whether the problem status is "Status 1" or "Status 2", defined as follows:
 - i. Status 1 – Critical, system down, need immediate attention
 - ii. Status 2 – Situation not critical but needs prompt attention
 - b. Briefly describe the problem.
 - c. If Contractor's support staff is unable to resolve a Status 1 incident over the phone in a timely manner, and the decision is made by both parties that it is necessary to dispatch a technician for on-site services, the Contractor shall provide a technician within a four-hour time period.
 - d. If Contractor's support staff is unable to resolve a Status 2 incident over the phone in a timely manner, and the decision is made by both parties that it is necessary to dispatch a technician for on-site services, the Contractor shall provide a technician the same day or the next business day during normal business hours
9:00 AM to 5:00 PM.
2. Check all computers for all updates one time per month on a scheduled basis.
3. Check all networked servers and computers for all operating system and anti-virus updates and network connectivity on an ongoing basis.
4. Perform ongoing and scheduled file and data maintenance on the servers.
5. Perform routine file maintenance on all networked computers.
6. Prepare and provide to the City Manager a written quarterly configuration report on all applied updates.
7. Prepare and provide to the City Manager a written annual comprehensive system and end-user hardware and software assessment and needs report not later than February 1 of each calendar year.
8. Maintain connectivity and security of all WAN, LAN, and wireless systems.
9. Conduct comprehensive security audit of all systems semi-annually.
10. Software installation
11. Virus scan and virus removal services

BILLABLE SERVICES

The following services shall not be included as part of the retainer fee but, instead, shall be billable at an hourly rate of \$ 125.00 per hour for such services if requested and authorized by the City Manager:

1. Hardware replacement or additions, including preparation of specifications and setup
2. Semi-annual hardware cleaning
3. Staff training
4. All other special services not covered by the retainer

There is no representation, guarantee, promise or otherwise as to the quantity of billable work assignments or billable services under this contract.

TECHNICIAN QUALIFICATIONS

The Contractor shall insure that all technicians working on the city's computer hardware, software, and networking systems shall be multi-certified technicians with certification levels appropriate to the level of servicing required to properly install, maintain, operate, repair, and replace the hardware, software, and networking systems of the city. The Contractor shall provide copies of technician certifications upon request by the city.

PURCHASING OF INFORMATION TECHNOLOGY HARDWARE AND SOFTWARE

The City of South Lyon is required by charter and policy to competitively bid the purchase of all computer hardware and software if such purchase is estimated to exceed the monetary threshold established by charter or policy. The city may utilize the specifications prepared by the Contractor to competitively bid such purchases on the open market under the city's own bidding procedures, and the city shall be free to select the vendor at the city's sole discretion.

CONTRACTOR INSURANCE

The Contractor shall maintain a general comprehensive liability and damage insurance policy covering the services provided under this contract in an amount not less than three hundred thousand dollars (\$300,000), and a valid insurance certificate naming the City of South Lyon as additional insured shall be provided by the Contractor to the City of South Lyon at all times as evidence of insurance.

The Contractor shall warrant that all of its personnel, technicians, and the like assigned to the City of South Lyon for services under this contract shall be appropriately covered by worker's compensation insurance at the sole cost of the Contractor as part of this contract. The Contractor shall provide proof of insurance to the city.

INVOICES AND PAYMENTS

The Contractor shall invoice the city on a monthly basis, after services have been rendered, for all services provided under this contract. The Contractor shall provide a detailed time and billing summary in readable form particularly describing the time the service was performed and the actual services performed, with the identification of the technician performing the service and denoting whether each service provided was covered by retainer or is billable. Payment shall be made within thirty (30) days of receipt of the invoice unless a charge is disputed or otherwise mutually agreed.

CONTRACTOR PERFORMANCE

In consideration of the compensation provided under this contract, the Contractor shall faithfully perform the duties and work assigned in the Contractor's capacity as an independent contractor and to work in the best interest and furtherance of the business of the City of South Lyon at all times. The Contractor shall

make every attempt possible to supply the city with the services and response times as defined in this contract on a twenty-four/seven (24/7) basis in a timely manner.

NONDISCLOSURE OF INFORMATION

The Contractor shall respect and not disclose to anyone without prior written permission of the City of South Lyon any of its computer records, CLEMIS/LEIN records, and/or processes and the like, including any and all police records.

REPRESENTATIONS, WARRANTIES, AND GUARANTEES

The Contractor shall warrant and guarantee that the time billed is actual time spent on a particular billable matter and warrant and guarantee that all services rendered will be both reasonable and necessary to effectively maintain computer services of the City of South Lyon.

The Contractor shall acknowledge, warrant, and guarantee that there are no fringe benefits or any benefits outside the terms of this contract due, owing, or accruing to the Contractor and/or its personnel or technicians.

No oral representations are binding on either party relative to this contract, and this contract represents and defines the relationship of the Contractor and the City of South Lyon.

No tax or withholding shall occur in the payments to the Contractor under this contract. The Contractor shall hold harmless the City of South Lyon, its agents, its personnel, advisors, representatives, and the like for any liability or claims of any kind as a result of this agreement not to withhold taxes and shall further hold harmless the City of South Lyon for the same. The Contractor shall represent that technicians and/or personnel assigned to the CLEMIS/LEIN and all other police computer record services comply with all laws, regulations, and specifications as are particular to such systems and police departments in the State of Michigan and meet all Michigan State Police requirements in servicing and having access to such systems.

TERM, EXTENSION, OR TERMINATION OF CONTRACT

The contract for services shall commence on July 1, 2015, and shall terminate on June 30, 2018, unless extended by mutual written agreement between the Contractor and the city. The contract may also be terminated sooner by either party upon thirty (30) days written notice to the other, and any fees paid under this contract shall be pro-rated accordingly with any refund which may be owed to the city to be paid within thirty (30) days thereafter without claim of offset.

COMPANY INFORMATION

COMPANY NAME: JW Tek

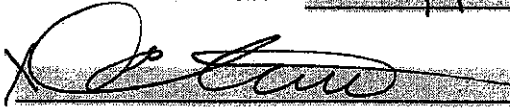
COMPANY ADDRESS: 1030 Doris Road

CITY, STATE, ZIP: Auburn Hills, Michigan 48326

CONTACT PERSON: Eli Nakhleh

PHONE NUMBER: 248-247-3247

E-MAIL ADDRESS: support@jwtek.com



Signature of Authorized Contracting Party

President

Title of Contracting Party

City Manager Signature

Date



VisiCom Services, Inc.

2534 S Rochester Road • Rochester Hills MI 48307 • 248-299-0300

**INFORMATION TECHNOLOGY CONSULTING AND
HARDWARE AND SOFTWARE MAINTENANCE AND
SUPPORT SERVICES RFP**

For



**City of
South Lyon**

Submitted June 12, 2015 by:

Patrick Casey
VisiCom Services
2534 S Rochester Road
Rochester Hills, MI 48307
(248) 299-0300

Introduction

VisiCom Services feels uniquely qualified to provide the City of South Lyon (South Lyon) with the IT services you are seeking, because our sole focus is on providing complete IT engineering and support services. We have provided IT management and support services to dozens of organizations over the past 21 years including other municipalities, housing commissions, government agencies and have extensive experience supporting multi-site environments like South Lyon.

Proposal Outline

In this proposal, we will cover the following areas based on the RFP:

- Company Qualifications / Experience, Organizational Structure, Summary of Assigned Staff
- VisiCom Services Client References
- What to Look for in an IT Service Provider & What Makes VisiCom Services Unique
- Retainer Services and Pricing (Including A More Comprehensive Service Option)
- Responses to the Specific RFP Requirements
- Pricing Detail
- City of South Lyon Bid Form

I. **Company Qualifications / Experience, Organizational Structure and Summary of Assigned Staff**

VisiCom Services (VSI) is a team of IT professionals who specialize in providing IT engineering and support services on a flexible contract basis. Our service agreements range from one day per quarter to five days per week. We have been in business for over 21 years, executing a wide variety of networking projects as well as helping organizations manage their networks efficiently and effectively.

- **CompleteNetworkCare Proactive Support Programs** – VSI believes that the best way to help customers improve productivity and save on their IT support costs is by being proactive. We created our CompleteNetworkCare program to include scheduled preventive maintenance, 24X7 network monitoring, and proactive security testing services. We offer programs that range from weekly to quarterly that are tailored to fit our customer's network support requirements and budget.
- **Flexible Contract Services** – We can help by providing highly scalable technical resources for on-site support, monitoring, preventive maintenance, on-going project assistance, and emergency response. Through our unique approach to contract services, you retain the flexibility to scale the resource level and skill-sets that you require as your needs change. Rather than contracting for services from just one person, you receive service through a coordinated effort that gives you access to the capabilities of the complete VSI team.

- **System Design & Integration Projects** – Our staff averages over 15 years of technical expertise, which allows us to quickly and effectively complete any of your IT projects. In addition, we can provide complete project management and post installation support services.

Our client services cover the whole IT lifecycle including:

- Management Advisory Services including IT Strategy, Planning, and Budgeting
- Needs Assessment / Network Design
- Routing and Switching Infrastructure
- Enterprise Security Services
- Disaster Prevention, Emergency Response, and Disaster Recovery
- Server Installations and Upgrades
- Systems Monitoring
- Scheduled Preventive Maintenance of Network Systems
- On-Site and Remote Support Services
- Server Upgrades and Migrations
- Cloud Services
- Asset Disposal / Data Wiping

IT Services & Product Experience

VisiCom Services has extensive experience with both emerging and established IT technologies:

- **Windows 2008/2012/R2** – VSI has performed numerous Windows 2012/R2 installations and upgrades in addition to completing hundreds of legacy installations of Windows 2008/R2. We work with our clients to select, design, and implement the appropriate Active Directory structure for their organization.
- **Routing and Switching Infrastructure** – VSI has years of routing and switching design and implementation experience. We have worked with nearly every major vendor including extensive experience and certifications with WatchGuard equipment. Our engagements have ranged from DSL and Cable / Broadband to the higher speed technologies including Metro-Ethernet. Our LAN switching expertise includes a wide range of topologies including Gigabit Ethernet / 10GB Ethernet and wireless networks.
- **Network Security / Firewalls / Remote Access** – VSI has experience in the design, installation, monitoring, and auditing of network security and remote access including firewalls, SSL VPN, IPSec, certificate services, and the creation of corporate security and usage policies. We have deployed solutions of nearly every major network security product offered including WatchGuard, Cisco, and SonicWall.
- **Microsoft Exchange** – We have performed many MS Exchange installations and often provide on-going Exchange server maintenance. We have been called into emergency situations where we have successfully recovered corrupted Exchange databases. Our experience includes Exchange 5.x through Exchange 2013.

- Cloud Services – VisiCom is experienced at recommending the optimal solutions and timing to adopt them to ensure that the organization keeps pace with changing trends in technology without being on the bleeding edge. We have been working with cloud services for years before the term even became popular.

VisiCom Services Organizational Summary

- The VisiCom Services technical service team is currently comprised of six individuals averaging over 15 years of experience and we are currently in the process of recruiting more technical team members.
- Our President and Director of Technical Operations have over 30 years IT Management Experience each.
- The Business Operations staff is comprised of three additional staff members.
- VisiCom believes in establishing regular on-site face to face visits to our customer locations to establish personal interaction and a predictable frequency and level of support.
- In addition, our team is available outside of regularly scheduled visits for ad hoc support requirements or in the event of an emergency.
- We leverage the latest technology to provide rapid remote support and / or on-site response.
- We establish a written escalation process with each customer to ensure that there is a multi-level response process in place within the criteria set by the City of South Lyon.

Summary of Assigned Staff

VSI proposes to assign one primary support staff member and one backup designated support staff member to provide the majority of service to South Lyon. The proposed support staff have in excess of twenty-five years of network support experience servicing essentially the same environment as South Lyon including direct experience with the operating systems, hardware, and applications in use. They are experienced professionals who are able to adapt as needed to work with different solutions.

In addition, the proposed support staff have direct experience supporting municipal customers and nearly a dozen housing commissions. This ensures they are familiar with the needs, organizational processes, and unique applications in use.

The following are Technical certifications the staff members who will be directly serving the City:

- Microsoft Certified Professional - Windows 2012 R2 Installation and Administration
- Microsoft Certified Professional - Office 365
- WatchGuard Certifications (Fireware XTM 11.9 Essentials, Branch Office and Mobile VPNs, and Advanced Networking)
- VMware – Technical (VCP) and Sales Training and Certifications
- Tenable Nessus – Tenable Certified Nessus User; Tenable Certified Network Auditor

Along with our individual team members' certifications, VSI has been recognized for our technical excellence by the leading firms in the information technology industry:

- Microsoft – Microsoft Certified Solution Provider - Silver Mid-Market
- WatchGuard - Certified Partner
- VMware – Professional Partner
- Computer Associates – VAR Reseller
- HP – Enterprise Reseller Partner
- Cisco – Reseller Partner
- Dell – Reseller Partner
- Micron – Reseller Partner
- Veeam – Reseller Partner
- Fortinet – Reseller Partner

II. VisiCom Services' Client References

In addition to previous work we have performed for South Lyon over the past several months, VisiCom Services presents the following as relevant references for your review:

City of Harper Woods, Michigan
Contact: Ms. Leslie Frank, City Clerk
Phone: (313) 343-2505

- VSI has delivered IT support services to City of Harper Woods for the past three years. We work in collaboration with the city's management team to deliver the following services to the City Hall, Police, Fire, and Court:
 - Provide scheduled and on-demand support as well as project implementation and support services on a flexible, on-going basis.
 - Perform antivirus management, MS and 3rd party patch, and on-site / offsite backup services.
 - Provide remote and on-site emergency and on-demand service as required

City of Livonia, Michigan
Contact: Mr. Daniel Putman, IT Manager
Phone: (248) 477-7086

- VSI has delivered network support services to City of Livonia for the past ten years. We work in collaboration with the city's internal IT staff to deliver the following services to the Livonia City Hall, Senior Housing, Parks / Rec, Library, and 16th District Court:
 - Provide scheduled on-going network, firewall, and virtual environment maintenance as well as project implementation and support services.
 - Provide consulting on industry trends we see across the many organizations we directly support.
 - Remote and on-site emergency and on-demand service as required

City of Novi, Michigan
Contact: Mr. Robert Petty, Information Systems Manager
Phone: (248) 735-5605

- VSI has delivered network support services to the city over the past fifteen years and has experience supporting City Hall, Police, Fire, and DPW. We currently work in collaboration with the city's internal IT staff to deliver the following services to their 250 users:
 - Provide consulting for virtualization, routing and switching for the City of Novi. When we are not on-site for the city, we are available by telephone at any time with on-site service within 4 hours on an emergency response basis.
 - Troubleshoot critical network issues as well as assist with other technical support needs on an as needed basis.

Port Huron Housing Commission, Michigan
Contact: Mr. James Dewey, Executive Director
Phone: (810) 984-3173

- VSI developed a customized service program for the Port Huron Housing Commission to provide professional IT services for several locations:
 - Provide on-going network maintenance and support for approximately 20 computer users.
 - Backup / disaster recovery solution including local backups with offsite replication.
 - Provide on demand support as needed across main office, remote sites and training center.

St. Clair Shores Housing Commission, Michigan
Contact: Mr. Matthew York, Director
Phone: (586) 773-9200

- VisiCom supports all users on a flexible contract basis under the direction of the Director. Some of the services we provide for the St. Clair Housing Commission include:
 - Performed a complete IT system upgrade in 2014 including new server, PCs, backup solution, cloud-based email, VOIP phone system, and back / DR solution.
 - Developed a structured, proactive support program to include antivirus, patching, and backup / disaster recovery solution.
 - Available on an on-demand / emergency as needed to respond to the SCSHC needs.

In addition to our current work with South Lyon and the other references provided above, VisiCom provides regular on-going services to the Livonia, Alma, Marysville and Melvindale Housing Commissions as well as the following government related entities: Livonia Library, 31st District Court, and 32A District Court.

III. What Should You Look For in an IT Service Provider?

VisiCom has the perspective, people, technical tools, and processes that you need from your IT service provider. We offer a complete, cost effective IT management solution – not just “techs.”

On-Going “Business” Perspective – The VisiCom team brings a different perspective than many other IT service providers in that our focus is always on what is best for your organization, not just focusing on technology. This means we consider issues for you such as initial cost, useful life, disaster planning / recovery and on-going support costs when we make recommendations.

State of the Art Management and Support Tools - VSI applies state of the art technology to managing your infrastructure.

- Network Systems Monitoring
- Alert Notification / Escalation
- Automation of Routine Tasks
- Scheduling plus Work and Issue Tracking
- Remote Support Tools for Servers and Users
- Application of the Latest Technologies such as Virtualization & Cloud Solutions

A Team of Professional Network Engineers, not just “Techs” -

- All work is documented – meaning you will never be held hostage by not knowing passwords, network configurations, or any other aspect of your environment
- We recruit engineers who are responsive and reliable. They are professionals with people skills as well as technical skills. They are friendly, presentable, courteous, and knowledgeable.
- You are assigned a lead engineer who will take the primary responsibility for delivering day to day IT support, but they are backed up by the rest of the team
- Our team has a combined 100+ years of technical expertise and 20+ technical certifications

IT Strategy, Planning, and Budgeting - VSI can work with South Lyon to develop a functional IT strategy that includes detailed plans and budgets that can be used for forecasting and managing costs going forward. This will help you to not only reduce long term costs but find ways to get more out of the investments that you have already made.

How is VisiCom Services Different?

Straight Professional Advice – We only make recommendations based on what we would recommend if we were in your shoes. We refuse to participate in quota based partner programs that encourage pushing solutions for the IT company and vendor's benefit. And since we have years of experience in the industry we can provide perspectives on what you really need vs the latest fads.

Promise of Transparency – With VisiCom you know what you are paying for – Other IT service providers bundle many solutions with vague descriptions so that the customer never knows what they actually bought. We can tell you exactly what you are paying for and why you need it. Ask other service providers to break down their pricing and see how they react.

Customer Service Comes Before Sales – Unlike most IT service providers, VisiCom Services was built from the ground up with a focus on delivering great IT services where many other companies' primary focus is on selling their products and services. It is a difference that has led to our 70+ contract customers ALL from referrals and a greater than 95% annual customer retention rate. Existing customers always come first with us!

Real Business Expertise – Our recommendations and standards are provided to help our customers succeed in the long term, not push the latest solution. With over 60 years of IT management experience in our leadership team, we bring that C-Level experience that most IT providers can't deliver.

IV. Proposed IT Service Pricing

Proposed IT Service Solution – City of South Lyon

Option 1 - Based Solely on City of South Lyon IT Services Bid RFP

This solution of IT support services is built directly off the specifications outlined in the City of South Lyon IT Services RFP. This solution would include the items outlined in the RFP as described below along with our understanding of the specific actions that will be performed to meet the RFP requirement:

1. Timely respond on-site forthwith, if requested, or by phone or through online remote connection with technical support on a twenty-four/seven (24/7) basis to city administration, general staff, police department, or public work department. The following procedure will be followed by the city's assigned contact person(s) when reporting or logging a support related incident covered by VSI's maintenance/support plans:
 - a. Call VSI's technical support center, provide the city's contract number, and indicate whether the problem status is "Status 1" or "Status 2", defined as follows:
 - i. Status 1 – Critical, system down, need immediate attention
 - ii. Status 2 – Situation not critical but needs prompt attention
 - b. Briefly describe the problem.
 - c. If Contractor's support staff is unable to resolve a Status 1 incident over the phone in a timely manner, and the decision is made by both parties that it is necessary to dispatch a technician for on-site services, VSI shall provide a technician within a four-hour time period.
 - d. If Contractor's support staff is unable to resolve a Status 2 incident over the phone in a timely manner, and the decision is made by both parties that it is necessary to dispatch a technician for on-site services, VSI shall provide a technician the same day or the next business day during normal business hours 9:00 AM to 5:00 PM.
 - *VisiCom Services typically develops a comprehensive escalation model for each customer that includes additional options including the ability to utilize email for contact / ticket creation and will work with the City departments to solidify the escalation procedure if awarded this bid.*
 - *VisiCom will provide for 24X7 support for City servers and PCs that need support outside standard business hours and 24/7 for selected users / equipment identified by the City.*
2. Check all computers for all updates one time per month on a scheduled basis
 - *Each Computer will automatically have Microsoft and selected 3rd party application updates applied monthly during an agreed upon maintenance window.*
3. Check all networked servers and computers for all operating system and anti-virus updates and network connectivity on an ongoing basis

- *Each Computer will be configured for monitoring / alerting based on our standard monitoring procedure, will be configured for automatic updates with the latest antivirus / antimalware software and be configured to scan automatically during file access with a full scan on a twice weekly basis.*
- 4. Perform ongoing and scheduled file and data maintenance on the servers
 - *Each server will be configured for automatic disk error checking, disk cleanup, emptying of recycle bin.*
- 5. Perform routine file maintenance on all networked computers
 - *Each computer will be configured for automatic disk error checking and periodic disk defragmentation, disk cleanup, emptying of recycle bin.*
- 6. Prepare and provide to the City Manager a written quarterly configuration report on all applied updates
 - *A quarterly patch status / update report will be provided to the City Manager via email.*
- 7. Prepare and provide to the City Manager a written annual comprehensive system and end-user hardware and software assessment and needs report not later than February 1 of each calendar year
 - *A comprehensive IT Infrastructure report along with recommendations will be provided in writing and reviewed with the City Manager annually.*
- 8. Maintain connectivity and security of all WAN, LAN, and wireless systems
 - *Specifically includes the monitoring and support of City firewalls, routers, switches, and wireless systems.*
- 9. Conduct comprehensive security audit of all systems semi-annually
 - *All public facing servers will be scanned using Nessus security scanner externally for vulnerabilities by a Tenable Certified Nessus Auditor and all core systems scanned using NMAP / ZenMap Internally. Remediation actions of any identified issues will be reviewed with the City Manager as needed.*
- 10. Software installation
 - *VisiCom Services will install City licensed software as requested.*
- 11. Virus scan and virus removal services
 - *Each Computer will be configured to scan automatically during file access with a full scan on a twice weekly basis.*

Option 1 Pricing – South Lyon IT Services RFP

VSI will provide the IT Support Program outlined in Option 1 above for \$22,199.00 per year.

- This quote option includes (based on the number of computers identified in RFP):
 - Software licenses for monitoring, antivirus/antimalware, Windows / 3rd party patching
 - Security scanning software and analysis
 - 8 hours per month of consulting and support hours to provide services listed above
- All services and pricing is broken out in the Pricing Detail Section of this proposal in line with our Promise of Transparency described above.
- VSI is flexible in meeting with the City to review detailed pricing and adjust quantity and specific items included as needed.
- All additional Billable Services will be charged at a rate of \$105.00 per hour.

Option 2 – VisiCom Services Recommended IT Management Program for the City of South Lyon

As described below, VSI will provide South Lyon with a complete IT Management solution to address your needs now and in the future, built around our CompleteNetworkCare™ (CNC) model. This solution addresses many additional aspects of effectively managing your IT needs beyond the requirements listed in the RFP to include items like backups, email security and email archiving.

The focus is on providing management level planning, proactive IT management, day to day IT support along with addressing on-demand support issues as they come up. **In addition to the items listed above in Option 1 based on the IT Services RFP**, this solution would include the following additions:

1. Increase service hours allocation from 8 to 16 hours per month
 - For more consistent regularly scheduled onsite / face to face service as well as to support the additional systems listed below
2. Expand Annual Review to include our IT Infrastructure and Management Scorecard
 - Comprehensive Proprietary IT Assessment and Planning Tool that creates clear, understandable information for meaningful IT discussions throughout the organization
3. Email SPAM Filtering and Email Archiving for 3 Years
 - To Comply with Changing FOIA Requirements
4. Add OpenDNS Security Service
 - Comprehensive "Security In Depth" through multi-layered solutions, not just antivirus, to help prevent rapidly evolving threats like Ransomware
5. Server Onsite / Encrypted Offsite Backups for All File Servers
 - Full Image Based Backup with Local Backup and Encrypted Offsite Backup Replication / Storage for all City file servers

6. Updated Consistent Firewalls for All City Locations

- Include hardware and licensing for full commercial grade firewall with Unified Threat Management feature license

Option 2 Pricing – VisiCom Services Recommended IT Management Program for the City of South Lyon

VSI will provide the IT Support Program outlined in Option 2 above for \$45,324.88 per year.

NOTE that Option 2 includes all of the items in Option 1 plus the additional items listed for Option 2.

- This quote option includes (based on the number of computers identified in RFP):
 - Software licenses for monitoring, antivirus/antimalware, Windows / 3rd party patching
 - Security scanning software and analysis
 - 16 hours per month of consulting and support hours to provide services listed above
 - Full IT Scorecard Development and Review with City Manager
 - Email Spam Filtering and Email Archiving for 3 Years
 - Licensing for OpenDNS Security Service
 - Licensing ArcServe UDP Backup Software and offsite storage for All File Servers
 - WatchGuard Firewalls and licensing for All City Locations
- All services and pricing is broken out in the Pricing Detail Section of this proposal in line with our Promise of Transparency described above.
- VSI is flexible in meeting with the City to review detailed pricing and adjust quantity and specific items included as needed.
- All additional Billable Services will be charged at a rate of \$105.00 per hour.

Additional Items Outside RFP Scope:

VisiCom Services includes the following items in Option 1 and Option 2 above at no additional cost:

- Industry Leading Commercial Solutions – i.e. top rated AntiVirus / AntiMalware although RFP does not specify the requirement to use enterprise level product
- Access to our temporary emergency replacement hardware will be available as needed including the following items: File Server, WatchGuard Firewall, Gigabit Ethernet Switch

The following additional items should be reviewed with the City of South Lyon for further consideration to ensure a complete IT Management and Support solution is in place –

- Development and testing of IT Continuity / Disaster Recovery Plan
- Assist in development / review of IT Policies
- Mobile device management
- Secure remote access with multi-factor authentication
- Software license policy creation and compliance auditing
- Hardware warranty maintenance management

V. Responses to the Specific RFP Requirements

As outlined above, VisiCom is well suited to meet the needs of South Lyon. However, we want to specifically state our commitment to the fulfilling RFP requirements should we be selected as the winning bidder including:

Requirement	Tools / Process
TECHNICIAN QUALIFICATIONS	VSI shall insure that all technicians working on the city's computer hardware, software, and networking systems shall be multi-certified technicians with certification levels appropriate to the level of servicing required to properly install, maintain, operate, repair, and replace the hardware, software, and networking systems of the city. VSI shall provide copies of technician certifications upon request by the city.
PURCHASING OF INFORMATION TECHNOLOGY HARDWARE AND SOFTWARE	VSI acknowledges that the city may utilize the specifications prepared by VSI to competitively bid such purchases on the open market under the city's own bidding procedures, and the city shall be free to select the vendor at the city's sole discretion.
CONTRACTOR INSURANCE	VSI shall maintain a general comprehensive liability and damage insurance policy covering the services provided under this contract in an amount not less than three hundred thousand dollars (\$300,000), and a valid insurance certificate naming the City of South Lyon as additional insured shall be provided by VSI to the City of South Lyon at all times as evidence of insurance. VSI shall warrant that all of its personnel, technicians, and the like assigned to the City of South Lyon for services under this contract shall be appropriately covered by worker's compensation insurance at the sole cost of VSI as part of this contract. VSI shall provide proof of insurance to the city.
INVOICES AND PAYMENTS	VSI shall invoice the city on a monthly basis, after services have been rendered, for all services provided under this contract. VSI shall provide a detailed time and billing summary in readable form particularly describing the time the service was performed and the actual services performed, with the identification of the technician performing the service and denoting whether

	each service provided was covered by retainer or is billable. Payment shall be made within thirty (30) days of receipt of the invoice unless a charge is disputed or otherwise mutually agreed.
CONTRACTOR PERFORMANCE	In consideration of the compensation provided under this contract, VSI shall faithfully perform the duties and work assigned in VSI's capacity as an independent contractor and to work in the best interest and furtherance of the business of the City of South Lyon at all times. VSI shall make every attempt possible to supply the city with the services and response times as defined in this contract on a twenty-four/seven (24/7) basis in a timely manner.
NONDISCLOSURE OF INFORMATION	VSI shall respect and not disclose to anyone without prior written permission of the City of South Lyon any of its computer records, CLEMIS/LEIN records, and/or processes and the like, including any and all police records. VSI shall represent that technicians and/or personnel assigned to the CLEMIS/LEIN and all other police computer record services comply with all laws, regulations, and specifications as are particular to such systems and police departments in the State of Michigan and meet all Michigan State Police requirements in servicing and having access to such systems.
REPRESENTATIONS, WARRANTIES, AND GUARANTEES	VSI shall warrant and guarantee that the time billed is actual time spent on a particular billable matter and warrant and guarantee that all services rendered will be both reasonable and necessary to effectively maintain computer services of the City of South Lyon. VSI shall acknowledge, warrant, and guarantee that there are no fringe benefits or any benefits outside the terms of this contract due, owing, or accruing to VSI and/or its personnel or technicians. No oral representations are binding on either party relative to this contract, and this contract represents and defines the relationship of VSI and the City of South Lyon. No tax or withholding shall occur in the payments to VSI under this contract. VSI shall hold harmless the City of South Lyon, its agents, its personnel, advisors,

	representatives, and the like for any liability or claims of any kind as a result of this agreement not to withhold taxes and shall further hold harmless the City of South Lyon for the same.
TERM, EXTENSION, OR TERMINATION OF CONTRACT	The contract for services shall commence on July 1, 2015, and shall terminate on June 30, 2018, unless extended by mutual written agreement between VSI and the city. The contract may also be terminated sooner by either party upon thirty (30) days written notice to the other, and any fees paid under this contract shall be pro-rated accordingly with any refund which may be owed to the city to be paid within thirty (30) days thereafter without claim of offset.

City of South Lyon - Option 1 Pricing Based on RFP

Solutions - Consulting / Support	Units	Cost Per Hour	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Proactive / On-Demand IT Support Services Hours Included Per Month	8	\$ 105.00	\$ 840.00	\$ 10,080.00	All
Annual Comprehensive System and End-User HW/ SW Assessment Report / Review Initial On-Boarding of PD / FD Sites	1	\$ 105.00	N/A	\$ 630.00	7
	16	\$ 105.00	N/A	\$ 630.00	All
24 / 7 Coverage for Selected Systems	Units	Unit Cost Per Month	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Off Hours Coverage for PD Servers	3	\$ 25.50	\$ 76.50	\$ 918.00	1
Off Hours Coverage for PD PCs	15	\$ 25.50	\$ 382.50	\$ 4,590.00	1
Solutions - Software Licensing	Units	Unit Cost Per Month	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Monitoring, Management, Reporting	43	\$ 2.25	\$ 96.75	\$ 1,161.00	4, 5, 6, 7, 8
AntiVirus / AntiMalware	43	\$ 1.50	\$ 64.50	\$ 774.00	3, 11
Patch Mgt - Windows / 3rd Party	43	\$ 1.00	\$ 43.00	\$ 516.00	2, 3
Semi-Annual Security Scanning	Units	Cost Per Scan / Review	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Nessus Vulnerability Scanning Software and 8 Hours Review by Certified Auditor	2	\$ 1,450.00	N/A	\$ 2,900.00	9

	Average Cost Per Month	Total Cost Per Year
Year 1 Pricing	\$ 1,849.92	\$ 22,199.00
Year 2 Pricing	\$ 1,905.41	\$ 22,864.97
Year 3 Pricing	\$ 1,962.58	\$ 23,550.92

City of South Lyon - Option 1 Pricing Based on RFP

Solutions - Consulting / Support	Units	Cost Per Hour	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Proactive / On-Demand IT Support Services Hours Included Per Month	8	\$ 105.00	\$ 840.00	\$ 10,080.00	All
Annual Comprehensive System and End-User HW/ SW Assessment Report / Review Initial On-Boarding of PD / FD Sites	1 16	\$ 105.00 \$ 105.00	N/A N/A	\$ 630.00 \$ 630.00	7 All
24 / 7 Coverage for Selected Systems	Units	Unit Cost Per Month	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Off Hours Coverage for PD Servers	3	\$ 25.50	\$ 76.50	\$ 918.00	1
Off Hours Coverage for PD PCs	15	\$ 25.50	\$ 382.50	\$ 4,590.00	1
Solutions - Software Licensing	Units	Unit Cost Per Month	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Monitoring, Management, Reporting	43	\$ 2.25	\$ 96.75	\$ 1,161.00	4, 5, 6, 7, 8
AntiVirus / AntiMalware	43	\$ 1.50	\$ 64.50	\$ 774.00	3, 11
Patch Mgt - Windows / 3rd Party	43	\$ 1.00	\$ 43.00	\$ 516.00	2, 3
Semi-Annual Security Scanning	Units	Cost Per Scan / Review	Total Cost Per Month	Total Cost Per Year	For RFP Requirement Number
Nessus Vulnerability Scanning Software and 8 Hours Review by Certified Auditor	2	\$ 1,450.00	N/A	\$ 2,900.00	9

	Average Cost Per Month	Total Cost Per Year
Year 1 Pricing	\$ 1,849.92	\$ 22,199.00
Year 2 Pricing	\$ 1,905.41	\$ 22,864.97
Year 3 Pricing	\$ 1,962.58	\$ 23,550.92

**INFORMATION TECHNOLOGY CONSULTING AND HARDWARE AND SOFTWARE
MAINTENANCE AND SUPPORT SERVICES
REQUEST FOR
PROPOSALS**

The City of South Lyon is seeking qualified contractors to provide experienced, knowledgeable, twenty-four/seven (24/7) information technology consulting and hardware and software maintenance services for the city for approximately ~~thirty (30) desktop and seven (7) laptop computers and approximately six (6) servers~~. Qualified firms must possess the ability to meet such service requirements in a timely manner and meet bid specifications with the requisite knowledge, education, certifications, background, and experience to provide high quality information technology consulting and hardware and software maintenance services to the city. This contract shall be for a three-year period commencing on July 1, 2015, and terminating on June 30, 2018 unless otherwise terminated or extended as hereinafter provided.

Proposals for services will be accepted in the Office of the City Manager, 335 S Warren, South Lyon, MI 48178 until **Friday, June 12, 2015, at 2:00 PM**, at which time all bids received will be opened and read aloud. Ten (10) copies of each proposal shall be submitted in a sealed envelope clearly marked **"IT SERVICES BID"**. In addition to the following bid form, proposals must include the firm's overall qualifications and experience, organizational structure, resumes of personnel to be assigned to provide services to the city, and a minimum of five (5) client references, preferably municipal clients. Other than as contained in this bid form, any other relevant fee schedules and rates should be detailed separately. An on-site visit by firms submitting proposals is welcome during one of the three following dates and times prior to submitting proposals:

- ☐
- ☐ Tuesday, May 26, 2015 – 10:00 AM
- Thursday, May 28, 2015 – 2:00 PM
- Monday, June 1, 2015 – 10:00 AM

Questions regarding this Request for Proposals shall be directed to City Manager Lynne Ladner at 248-437-1735 or by E-mail to lladner@southlyonmi.org.

The City of South Lyon reserves the right to accept or reject any or all proposals and to waive any informalities or technicalities regarding the proposals when deemed in the best interest of the city.

RETAINER SERVICES TO BE PROVIDED

The selected contractor will perform the following independent duties and functions for an annual retainer maintenance fee of:

July 1, 2015 to June 30, 2016:	\$ <u>\$22,199.00</u>
July 1, 2016 to June 30, 2017:	\$ <u>\$22,864.97</u>
July 1, 2017 to June 30, 2018:	\$ <u>\$23,550.92</u>

The duties and functions covered by the retainer maintenance fee shall include the following:

1. Timely respond on-site forthwith, if requested, or by phone or through online remote connection with technical support on a twenty-four/seven (24/7) basis to city administration, general staff, police department, or public work department. The following procedure will be followed by the city's assigned contact person(s) when reporting or logging a support related incident covered by the Contractor's maintenance/support plans:
 - a. Call the Contractor's technical support center, provide the city's contract number, and indicate whether the problem status is "Status 1" or "Status 2", defined as follows:
 - i. Status 1 – Critical, system down, need immediate attention
 - ii. Status 2 – Situation not critical but needs prompt attention
 - b. Briefly describe the problem.
 - c. If Contractor's support staff is unable to resolve a Status 1 incident over the phone in a timely manner, and the decision is made by both parties that it is necessary to dispatch a technician for on-site services, the Contractor shall provide a technician within a four-hour time period.
 - d. If Contractor's support staff is unable to resolve a Status 2 incident over the phone in a timely manner, and the decision is made by both parties that it is necessary to dispatch a technician for on-site services, the Contractor shall provide a technician the same day or the next business day during normal business hours
9:00 AM to 5:00 PM.
2. Check all computers for all updates one time per month on a scheduled basis.
3. Check all networked servers and computers for all operating system and anti-virus updates and network connectivity on an ongoing basis.
4. Perform ongoing and scheduled file and data maintenance on the servers.
5. Perform routine file maintenance on all networked computers.
6. Prepare and provide to the City Manager a written quarterly configuration report on all applied updates.
7. Prepare and provide to the City Manager a written annual comprehensive system and end-user hardware and software assessment and needs report not later than February 1 of each calendar year.
8. Maintain connectivity and security of all WAN, LAN, and wireless systems.
9. Conduct comprehensive security audit of all systems semi-annually.
10. Software installation
11. Virus scan and virus removal services

BILLABLE SERVICES

The following services shall not be included as part of the retainer fee but, instead, shall be billable at an hourly rate of \$ \$105.00 per hour for such services if requested and authorized by the City Manager:

1. Hardware replacement or additions, including preparation of specifications and setup
2. Semi-annual hardware cleaning
3. Staff training
4. All other special services not covered by the retainer

There is no representation, guarantee, promise or otherwise as to the quantity of billable work assignments or billable services under this contract.

TECHNICIAN QUALIFICATIONS

The Contractor shall insure that all technicians working on the city's computer hardware, software, and networking systems shall be multi-certified technicians with certification levels appropriate to the level of servicing required to properly install, maintain, operate, repair, and replace the hardware, software, and networking systems of the city. The Contractor shall provide copies of technician certifications upon request by the city.

PURCHASING OF INFORMATION TECHNOLOGY HARDWARE AND SOFTWARE

The City of South Lyon is required by charter and policy to competitively bid the purchase of all computer hardware and software if such purchase is estimated to exceed the monetary threshold established by charter or policy. The city may utilize the specifications prepared by the Contractor to competitively bid such purchases on the open market under the city's own bidding procedures, and the city shall be free to select the vendor at the city's sole discretion.

CONTRACTOR INSURANCE

The Contractor shall maintain a general comprehensive liability and damage insurance policy covering the services provided under this contract in an amount not less than three hundred thousand dollars (\$300,000), and a valid insurance certificate naming the City of South Lyon as additional insured shall be provided by the Contractor to the City of South Lyon at all times as evidence of insurance.

The Contractor shall warrant that all of its personnel, technicians, and the like assigned to the City of South Lyon for services under this contract shall be appropriately covered by worker's compensation insurance at the sole cost of the Contractor as part of this contract. The Contractor shall provide proof of insurance to the city.

INVOICES AND PAYMENTS

The Contractor shall invoice the city on a monthly basis, after services have been rendered, for all services provided under this contract. The Contractor shall provide a detailed time and billing summary in readable form particularly describing the time the service was performed and the actual services performed, with the identification of the technician performing the service and denoting whether each service provided was covered by retainer or is billable. Payment shall be made within thirty (30) days of receipt of the invoice unless a charge is disputed or otherwise mutually agreed.

CONTRACTOR PERFORMANCE

In consideration of the compensation provided under this contract, the Contractor shall faithfully perform the duties and work assigned in the Contractor's capacity as an independent contractor and to work in the best interest and furtherance of the business of the City of South Lyon at all times. The Contractor shall

make every attempt possible to supply the city with the services and response times as defined in this contract on a twenty-four/seven (24/7) basis in a timely manner.

NONDISCLOSURE OF INFORMATION

The Contractor shall respect and not disclose to anyone without prior written permission of the City of South Lyon any of its computer records, CLEMIS/LEIN records, and/or processes and the like, including any and all police records.

REPRESENTATIONS, WARRANTIES, AND GUARANTEES

The Contractor shall warrant and guarantee that the time billed is actual time spent on a particular billable matter and warrant and guarantee that all services rendered will be both reasonable and necessary to effectively maintain computer services of the City of South Lyon.

The Contractor shall acknowledge, warrant, and guarantee that there are no fringe benefits or any benefits outside the terms of this contract due, owing, or accruing to the Contractor and/or its personnel or technicians.

No oral representations are binding on either party relative to this contract, and this contract represents and defines the relationship of the Contractor and the City of South Lyon.

No tax or withholding shall occur in the payments to the Contractor under this contract. The Contractor shall hold harmless the City of South Lyon, its agents, its personnel, advisors, representatives, and the like for any liability or claims of any kind as a result of this agreement not to withhold taxes and shall further hold harmless the City of South Lyon for the same. The Contractor shall represent that technicians and/or personnel assigned to the CLEMIS/LEIN and all other police computer record services comply with all laws, regulations, and specifications as are particular to such systems and police departments in the State of Michigan and meet all Michigan State Police requirements in servicing and having access to such systems.

TERM, EXTENSION, OR TERMINATION OF CONTRACT

The contract for services shall commence on July 1, 2015, and shall terminate on June 30, 2018, unless extended by mutual written agreement between the Contractor and the city. The contract may also be terminated sooner by either party upon thirty (30) days written notice to the other, and any fees paid under this contract shall be pro-rated accordingly with any refund which may be owed to the city to be paid within thirty (30) days thereafter without claim of offset.

COMPANY INFORMATION

COMPANY NAME: VisiCom Services, Inc.

COMPANY ADDRESS: 2534 S. Rochester Road

CITY, STATE, ZIP: Rochester Hills, MI 48307

CONTACT PERSON: Patrick Casey

PHONE NUMBER: 248-299-0300

E-MAIL ADDRESS:

PCasey@VisiComServices.com

Pat Casey

Signature of Authorized Contracting Party

President

Title of Contracting Party

City Manager Signature

6/10/2015

Date

AGENDA NOTE

New Business: Item #

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Furnace & A/C Replacement

EXPLANATION OF TOPIC: The air conditioning unit that cools the northern half of the police station has failed, (compressor). Both of the furnaces for the building are due for replacement. Replacement of one furnace and one a/c unit is included in the FY 2015-2016 budget. Due to the failure of the a/c unit, immediate replacement is requested. Four bids were obtained for comparable furnace/ air conditioning units. The low bid was from McGraw Mechanical for \$4,999.00.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo from Lt. Sovik; bids from Schutz Heating & Cooling (\$7,035), Unlimited Heating & Cooling (\$5,265), Kropf Mechanical (\$6,393), McGraw Mechanical (\$4,999).

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the purchase of the furnace and air conditioning unit, (including installation), from McGraw Mechanical for \$4,999.00

RECOMMENDATION: Approve the purchase and installation as bid by McGraw Mechanical.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase and installation of the furnace and air conditioning unit as bid by McGraw Mechanical for \$4,999.00.

06/22/15

SOUTH LYON POLICE DEPARTMENT MEMORANDUM

Subject: (1) Furnace / Air Conditioning Unit – Main Police Building

To: Chief Collins

From: Lt. Sovik

Date: June 9, 2015

Chief Collins,

Attached are estimates from four Heating & Cooling companies: Schutz Heating & Cooling, Unlimited Heating and Air LLC, McGraw Mechanical, and Kropf Mechanical. I met with representatives from each company during their inspection of the current heating & cooling unit.

Both furnaces in the main building are the original units. One of the two outside air conditioning units has been serviced several times over the past few years, and is currently not working.

All four companies will be using/installing to the 410A Freon as the EPA is phasing out the R22 by 2019.

PRODUCTS

Schutz Heating & Cooling offers the following Trane products: 100,000 BTU unit with 95% efficiency single stage furnace and a 4 ton 13 seer efficiency air conditioning unit. Furnace Model: Trane XR95. Air Conditioner Model: Trane XB13

Unlimited Heating and Air LLC offers the following Payne products: 100,00 BTU unit with 92.1% efficiency single stage furnace and a 5 ton 13 seer efficiency air conditioning unit. Furnace Model: Payne PG92SBS66100C. Air Conditioning Model: PA13NR06000G

McGraw Mechanical offers the following Goodman products: 100,000 BTU unit 96% efficiency single stage furnace and a 5 ton 13 seer efficiency air conditioning unit. Furnace Model: GMSS96. Air Conditioner Model: GSX13

Kropf Mechanical offers the following Carrier/Payne products: 100,000 BTU unit with 95% efficiency single stage furnace and a 5 ton 13 seer efficiency air conditioning unit. Furnace Model: Carrier/Payne PG95SAS06120D. Air Conditioner Model: Carrier/Payne PA13NA0600NG

WARRANTIES

Schutz Heating & Cooling offers the following warranties: Lifetime limited warranty on heat exchanger with registration and a 10 year warranty on functional parts with registration (furnace), 10 year limited warranty on compressor with registration and a 10 year limited warranty on functional parts with registration (air conditioner).

Unlimited Heating & Cooling LLC offers the following warranties: One year limited service warranty on new equipment from date of installation in addition to manufacturer's warranty, 20 year warranty on heat exchanger, 1 year warranty on indoor coil, and a 1 year warranty on all other parts (furnace). 5 year warranty on compressor with a 1 year warranty on all other parts (air conditioner).

McGraw Mechanical offers the following warranties: Lifetime limited warranty on heat exchanger and a 10 year warranty on functional parts (furnace), 10 year limited warranty on compressor and a 5 year limited warranty on functional parts (air conditioner).

Kropf Mechanical offers the following warranties: One (1) year parts and labor by Kropf, twenty (20) year pro rated heat exchanger by manufacturer, five (5) year compressor warranty by manufacturer

ESTIMATES

Schutz Heating & Cooling's estimate: \$4,270 for the furnace, \$3,560 for the air conditioner, \$205 for a programmable digital thermostat, and a \$1,000 law enforcement discount totaling \$7,035.

Unlimited Heating & Cooling LLC's estimate: \$5,265 for the furnace and air conditioning unit.

McGraw Mechanical estimate: \$4,999 for the furnace and air conditioning unit.

Kropf Mechanical estimate: \$6,393 for the furnace and air conditioning unit.

The cost of removal and disposal of the old units are included in the estimate cost of each company. Our department recently received new three complimentary digital thermostats from DTE for the main building.

All estimates were submitted with the understanding that the project would take place after the start of the 2015-16 FY budget.

**Schutz Heating & Cooling
6851 Oak Grove Rd
Howell, MI 48855
(517) 552-4039
Tony Schutz**

**Unlimited Heating & Air LLC
15393 Bird Road
Linden, MI 48451
517-404-9638
Michael Lusk**

**McGraw Mechanical
12577 Blowers Lane
South Lyon, MI 48178
855-595-4545
Matthew McGraw**

**Kropf Mechanical
33792 Capitol
Livonia, MI 48150
(734) 427-6700
Dave Williams**



McGraw Mechanical

Heating and Cooling



PROMPT QUALITY SERVICE SINCE 1997

Website: mcgrawmechanical.net
Email: info@mcgrawmechanical.net



855.595.4545 • 734.497.1713

24 hour emergency service

Date: 5-4-15 Technician

Customer's Request: ESC

Equipment: Goodman Equipment:

Brand: Brand:

Model: Model:

Series/Mfg #: Series/Mfg #:

Serial #: Serial #:

Description of Work Performed:

INSTAL 100.00 BTU

GOODMAN FURNACE

96% EFF. Single stage

AIRCAL Pleasum (Ductwork)

ReFit gas line

REPT ELECTRICAL

Return air

Appl T-STAT - outdoor

Life Time warranty

on heat exchanger

Access on parts

INSTAL STAND AIR SYSTEM

except insulated air

by ACS COMPOSITE WORK

1 year parts

Name

Address

Address

City

Phone

South Lyon Police STATION -

219 W. 11th St

City

South Lyon

Phone 248.497.1722 Alt. Phone

Qty

Repair Code

Description

Each Price

Ext. Price

Reel parts

200.00

Refrigerant

470

High EFF

1/5 ton

LABOR and removal

INCLUDED

WANT TO PAY LESS?

Maintenance Agreement customers

receive a discount on repair services

Savings on this invoice with

Maintenance Agreement

Payment is expected at time of service.

☐ Credit Card ☐ Cash ☐ Check #

Work Authorization

Signature

Work Acceptance

I hereby acknowledge the satisfactory completion of the above described work.

Thank You!

From all of us

See Reverse Side

Terms

Sub Total
Less Discount
Repair Total
Service Call
Total Amt. Due 449.94



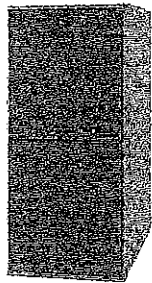
Schutz
Heating & Cooling
COMMERCIAL-RESIDENTIAL

WE LOWER ENERGY BILLS

517-552-4039



Good Premium Line Systems



Trane XR95 60,000 through 120,000 Btu

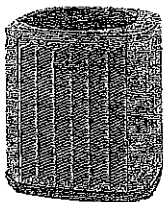
\$4270.00

95% efficient furnace, single stage

Multi-port in-shot burners, heavy steel insulated cabinet

Lifetime limited warranty on heat exchanger with registration

10 year limited warranty on functional parts with registration



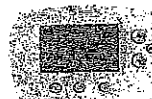
Trane XB13 2 ton through 4 ton – Up to 13 seer efficiency

\$3560.00

Climatuff compressor & spine fin coil

10 year limited warranty on compressor with registration

10 year limited warranty on functional parts with registration



Trane Tcon600 Programmable Digital Thermostat

\$205.00

Discount

- \$1000.00

Also included: Removal & disposal of existing equipment, labor, Trane all aluminum comfort coil, 3" a/c pad with 4 bags of sand, up to 50' of refrigeration lines, drains, reconnection to existing 220 v line with new service disconnect, time delay fuses and seal tight whip, low voltage wiring, complete new return air package, radius boot with turning vane return air drop & canvas connection, supply canvas connection, all gas piping with new 1/2" gas cock, new 1/2" union, drip leg kit, furnace feet (where possible), 3" PVC venting, both exhaust & combustion air with custom "bay-vent 200 kit", all furnace & drains with bleed out tee (per Mfg spec), furnace wiring with new 120 v switch. All city permits & inspections. Start up & system check per Mfg specs.



www.schutzheating.com

Info@Schutzheating.com

Estimate

Unlimited Heating and Air LLC

15393 Bird Rd
Linden, MI 48451
517-404-9638

Email: unlimitedheatingandairllc@gmail.com

Customer Name: <u>South Lyon Police Dept.</u> Phone: <u>248-437-1773</u>		Date: <u>11/14/14</u>
Address: <u>219 Whipple Street</u> <u>South Lyon, MI 48178</u>	Service Address: <u>219 Whipple Street</u> <u>South Lyon, MI 48178</u>	

Estimate Details:

Reclaim refrigerant from existing air conditioning system. Remove and replace existing furnace, indoor coil and air conditioner with new Payne 100,000 BTU 92.1% efficient single stage furnace and 13 seer 5 ton air conditioning system with matching indoor cased coil. Estimate includes removal and disposal of all old equipment. Necessary piping, wiring, line dryer and permits are also included.

*One year limited service warranty on new equipment from Unlimited Heating and Air LLC from date of installation in addition to manufactures warranties.

*General maintenance, including, but not limited to: cleaning, oiling and filter changes are not included in service warranty.

*Unlimited Heating and Air LLC assumes no responsibility for existing distribution system.

*Extra costs due to modification or deviation from the above-specified details will be presented in writing and agreed upon by both parties.

We propose an estimate to furnish material and labor, complete in accordance with above details, for the sum of:

Five thousand two hundred and sixty five 00/100 dollars (\$5265.00)

Payment due: Upon completion of services

Authorized Signature _____

Customer states that the above estimate is satisfactory and is hereby accepted.

Customer Signature: _____

Date of Acceptance: _____

Estimate

Unlimited Heating and Air LLC

15393 Bird Rd
Linden, MI 48451

517-404-9638

Email: unlimitedheatingandairllc@gmail.com

Customer Name: South Lyon Police Dept Phone: 248-437-1773

Date: 5/18/15

Address: 219 Whipple street

Service Address: SAME

South Lyon, MI 48178

Estimate Details:

model numbers and warranty info below for both options-

Option 1- replacement of 5 ton outdoor condenser only.

Model- PA13NR06000G Warranty- 5 years compressor, 1 year all other parts

Option 2- replacement of furnace, indoor coil and outdoor condenser

Furnace model- PG92SBS66100C Warranty- 20 year heat exchanger, 1 year on all other parts

Outdoor condenser model- PA13NA060000 Warranty- 5 years compressor, 1 year all other parts

Indoor A-coil Model- CG60A34-210L-023 Warranty- 1 year

One year limited service warranty on new equipment from Unlimited Heating and Air LLC from date of installation in addition to manufactures warranties.

General maintenance, including, but not limited to: cleaning, oiling and filter changes are not included in service warranty.

Unlimited Heating and Air LLC assumes no responsibility for existing distribution system.

Extra costs due to modification or deviation from the above-specified details will be presented in writing and agreed upon by both parties.

We propose an estimate to furnish material and labor, complete in accordance with above details, for the sum of:

warranty info only on this estimate

dollars -----

Payment due:

Authorized Signature:

Customer states that the above estimate is satisfactory and is hereby accepted.

Customer Signature:

Date of Acceptance:



June 09, 2015

Lt. Christopher Sovik
South Lyon Police Dept.
219 Whipple Street
South Lyon, Mi. 48178

Subject: Furnace/Condensing Unit/Cooling Coil Replacement

Dear Lieutenant;

We present the following:

Our scope of work and your price includes:

1. Removal and offsite disposal of existing furnace ,cooling coil, and outdoor unit
2. Provide and install one [1] furnace manufactured by Carrier/Payne Model # PG95SAS06120D rated at 100,000 BTU's, 95 % efficiency rating , single stage
3. Provide and install one [1] outdoor mounted condensing unit manufactured by Carrier/Payne Model # PA13NA0600NG rated at five [5] tons nominal cooling [13 SEER rating]
4. Provide and install one [1] new cooling coil/ necessary ductwork to connect to existing supply air duct located at old furnace
5. Reconnection to existing Freon lines
6. Reconnection to existing electrical services at indoor and outdoor unit
7. Reconnection to existing room thermostat
8. Provide and charge system with freon as required [410A]
9. Check ,test, and start up of same
10. One [1] year parts and labor warranty by Kropf
10. Twenty [20] year pro rated heat exchanger warranty by manufacturer
11. Five [5] year compressor warranty by manufacturer

Your price to do above work is \$6,393.00 Dollars

Additional Notes!

1. Mechanical permit cost not included [If required would be billed at cost]
2. Electrical permit cost not included [If required would be billed at cost]
3. Sales or use taxes are not included

If you need further information feel free to contact me

Sincerely yours,

David A. Williams

David A. Williams

President



AGENDA NOTE

New Business Item:

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Vehicle Purchase

EXPLANATION OF TOPIC: The Police Department is requesting authorization to order two replacement Ford Police Interceptor vehicles. Estimated delivery time is approximately 120 days from date of order. Funding for both vehicles is included in the Police Department budget for fiscal year 2015-2106.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Purchase request, Bid Sheets

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the vehicle purchase.

RECOMMENDATION: Approve the requested vehicle purchase under the Macomb County bid.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of two 2016 Ford Police Interceptor Utility AWD vehicles from Signature Ford, under the Macomb County bid, at a cost of \$51,242.00.

06/22/2015

**CITY OF SOUTH LYON
PURCHASE REQUEST**

NAME Chief Lloyd T. Collins
DEPARTMENT Police Department
PURCHASE Ford Police Interceptor Vehicles (2)
PRICE \$51,242.00

	<u>VENDOR NAME</u>	<u>PRICE</u>
1.	Signature Ford	\$51,242.00
2.	Gorno Ford	\$51,820.00
3.	Hines Park Ford	N/A

REASON TO PURCHASE

The requested vehicles are replacements for two (2) 2010 Ford Crown Victorias, both having mechanical problems with significant repair expenditures over the past 18 months. Funds have been allocated in the Police Department budget for fiscal year 2015-2016 to cover the cost of the proposed purchase.

Chief Lloyd T. Collins
SIGNATURE

06/16/15
DATE

(2) 2016 Ford Interceptor Utility AWD

Macomb County Bid – Signature Ford

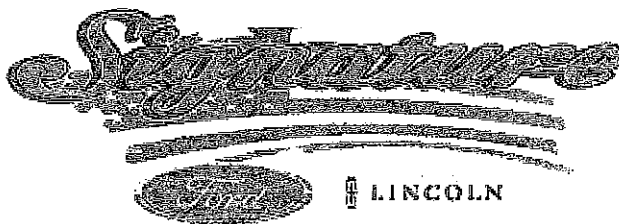
	Marked	Marked	Sub-Total
Base Price	\$24,856.00	\$24,856.00	\$49,712.00
Options	\$765.00	\$765.00	\$1,530.00
		Total	\$51,242.00

Michigan State Bid – Gorno Ford

	Marked	Marked	Sub-Total
Base Price	\$25,135.00	\$25,135.00	\$50,270.00
Options	\$775.00	\$775.00	\$1,550.00
		Total	\$51,820.00

Local Quote – Hines Park Ford

Tim Sullivan, vehicle sales at Hines Park Ford indicated that he would not be able to obtain the listed vehicles any cheaper than Signature or Gorno Ford. Because Signature and Gorno have the State and County Bids, they are able to purchase several vehicles at a discounted rate. He also added that he would only contact Signature Ford or Gorno Ford to obtain these vehicles for our agency.



May 26, 2015

South Lyon Police Department
Attn: Lt. Chris Sovik
219 Whipple
South Lyon, MI 48178

Dear Lt. Chris Sovik:

Price on 2016 Vehicle Macomb County Contract Bid:

<u>(2) 2016 Ford Police Interceptor Utility AWD in Black</u>	<u>\$25,621.00 ea</u>
<u>Total Delivered Price</u>	<u>\$51,242.00</u>

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

Delivery date: About 120 days from receipt of your PO.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Macomb County Bid Price (Bid #12-07, MY2016) in the State of Michigan 2016 Utility Police Interceptor Major Standard Equipment

MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD), 3.39 (FWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd and 3rd Row Privacy Glass
- Grille – Black
- Headlamps – Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tail lamps – LED
- Tailgate Handle – Painted Black
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-Illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console with sunglass holder
 - 1st row task lights (driver and passenger)
 - Dome Lamp – 1st row (red/white)
 - 2nd/3rd row overhead map light

INTERIOR / COMFORT (continued)

- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child Safety Locks (capped)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FUNCTIONAL

- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- MyFord®
 - AM/FM / CD / MP3 Capable / Clock / 6 speakers
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - 5-way Steering Wheel Switches, Redundant Controls
- Power pigtail harness
- Rearview Camera with Washer
- Recovery Hooks, Rear Only
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

Police Interceptor Utility Base Prices

[x] Utility All Wheel Drive (3.7L V6 FEV, 305 HP, 131 MPH) K8A/500A	\$24,856.00
[] Utility All Wheel Drive (3.5L V6 GTDI EcoBoost, 365 HP, 148 MPH, 99T/44C) K8A/500A	\$28,008.00

Payment Terms: Net 10 days

VEHICLE BRAND AND MODEL: Ford Utility Police Interceptor

BID PRICE EXPIRES: TBD.

Subject to change without notice by Ford Motor Company

VEHICLE COLOR: Order Code

Interior Trim Color
Charcoal Black
- 9W -

Arizona Beige Clearcoat Metallic	[E3]	[]
Medium Brown Metallic	[BU]	[]
Dark Toreador Red Clearcoat Metallic	[JL]	[]
Dark Blue	[LK]	[]
Norsea Blue Clearcoat Metallic	[KR]	[]
Royal Blue	[LM]	[]
Light Blue Metallic	[LN]	[]
Ultra Blue Clearcoat Metallic	[MM]	[]
Smokestone Clearcoat Metallic	[HG]	[]
Silver Grey Metallic	[TN]	[]
Ingot Silver Clearcoat Metallic	[UX]	[]
Black Clearcoat	[G1]	[X]
Oxford White Clearcoat	[YZ]	[]
Kodiak Brown Metallic	[J1]	[]
Deep Impact Blue	[J4]	[]
Sterling Grey Metallic	[UJ]	[]
Medium Titanium Clearcoat Metallic	[YG]	[]
Fire Engine Bright Red (Extra Cost Paint \$1050)	[11R13]	[]

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats

	Code	\$Cost
[] 1st and 2nd row carpet floor covering	16C	125.00
[] 2nd Row Cloth Seats	FW/ 88F	60.00
[] Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
[] Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	35.00
[] <u>Interior Upgrade Package</u>	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats - Rear
- Center Floor Console less shifter w/unique Police console finish plate – Includes Console Top Plate – Finish 3 (incl. 2 cup holders)
- Floor Mats, front and rear (Carpeted)
- Note: Not available with (67G), (67H) & (67U)

Lamps

[] Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
[] Auto Headlamps	86L	115.00
[] Daytime Running Lamps	942	45.00
[] Side Marker Lights in Skull Caps	63B	290.00
[] Rear Quarter Glass Side Marker Lights	63L	575.00
[] Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
[] Forward Indicator Pocket Warning Light – Warn, Park, Turn (Driver side Red/ Passenger side – Blue)	21W/60A	690.00
[X] Dome Lamp – Red/White in Cargo Area	17T	60.00
[X] Pre-wiring for grille lamp, siren, and speaker	60A	50.00
[] Spot Lamp – Driver Only (Incandescent Bulbs)	51Y	215.00
[X] Spot Lamp – Driver Only (LED Bulbs)	51R	395.00
[] Spot Lamp – Dual (driver and passenger) (Incandescent Bulbs)	51Z	350.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs)	51S	620.00

Body

[] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[] Glass – Solar Tint 2nd Row Only (Deletes Privacy Glass)	92R	85.00
[] Roof Rack Side Rails – Black	68Z	155.00
[] Deflector Plate	76D	335.00

Wheels

[] Wheel Covers (18" Full Face Wheel Cover)	64B	60.00
[] 18" Painted Aluminum Wheel	64E	475.00

Misc

[] Engine Block Heater	41H	90.00
[] License Plate Bracket – Front	153	N/C
[] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
[] Aux Air Conditioning	17A	548.00
[] Noise Suppression Bonds (Ground Straps)	60R	100.00
[] My Speed Fleet Management	43S	60.00

Audio/Video

[] Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror)	87R	N/C
Note: This option would replace the camera that comes standard in the 4" center stack area.		
[] SYNC® Basic (Voice Activated Communication System)	53M	295.00
[] Remappable (4) switches on steering wheel	61R/61S	155.00

Doors/Windows

[] Hidden Door Lock Plunger	52H	140.00
[] Hidden Door Lock Plunger and Rear Door Handle Inoperable	52P	160.00
[x] Rear Door Handles Inoperable/Locks Operable	68I	35.00
[] Rear Door Handles Inoperable/Locks Inoperable	68G	35.00
[] Windows-Rear window power delete, operable from front driver side switches	18W	25.00
[x] Lock system: Single Key/All Vehicles Keyed Alike	59	50.00
Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D		
Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G		
Keyed Alike 1111x= 59J		

Safety & Security

[] Ballistic Door Panels – Driver Front Door Only	90D	1585.00
[] Ballistic Door Panels – Driver & Pass Front Doors	90E	3170.00
[] BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
[] Mirrors– Heated, Non BLIS	549	60.00
[] Lockable Gas Cap for Easy Fuel Capless Fuel-Filler	19L	20.00
[] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/595	380.00
[] Remote Keyless Entry w/2 Key Fobs (w/o Keypad) (N/A w/Keyed Alike)	595	260.00
[] Extra Key \$3.00x__ =	Parts	5.00 ea
[] Extra Remote Key Fob \$50.00x__ =	Parts	60.00 ea
[] Remote Starter	Parts	550.00
[] Reverse Sensing	76R	275.00
[] Trailer Hitch and Wiring	OHP	455.00
[] Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00
[x] Front Headlamp/Police Interceptor Housing Only	66P	125.00

- Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)
- Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights)

Note: Not available with options: 66A and 67H

[] Front Headlamp Lighting Solution	66A	850.00
- Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights		
- Includes pre-wire for grille LED lights, siren and speaker (60A)		
- Wiring, LED lights included. Controller "not" included		
Note: Not available with option: 67H		

[] Police Wire Harness Connector Kit – Front	47C	105.00
• For connectivity to Ford PI Package solutions includes:		
• (2) Male 4-pin connectors for siren		
• (5) Female 4-pin connectors for lighting/siren/speaker		
• (1) 4-pin IP connector for speakers		
• (1) 4-pin IP connector for siren controller connectivity		
• (1) 8-pin sealed connector		
• (1) 14-pin IP connector		
Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com		

[X] Tail Lamp/Police Interceptor Housing Only - Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	66T 60.00
[] Tail Lamp Lighting Solution - Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps - LED lights only, Wiring, controller "not" included. Note: Not available with option: 67H	66B 425.00
[] Police Wire Harness Connector Kit – Rear • For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting and (1) 2-pin connector • (6) Female 4-pin connectors and (6) Male 4 pin connectors • (1) 10-pin connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	21P 130.00
[] Rear Lighting Solution - Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) mounted to inside liftgate glass) - Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) - LED lights only. Wiring, controller "not" included Note: Not available with option: 67H	66C 455.00
[] Ultimate Wiring Package - Rear console mounting plate (85R) – contours through 2nd row; channel for wiring - Pre-wiring for grille LED lights, siren and speaker (60A) - Wiring harness I/P to rear (overlay) o Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) o Two (2) 50-amp battery and ground circuits in RH rear-quarter o One (1) 10-amp siren/speaker circuit engine cargo area - Rear hatch/cargo area wiring – supports up to six (6) rear LED lights o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67G, 67H	67U 550.00
[] Police Interceptor 24 – Cargo Wiring Upfit Package - Rear console plate (85R) – contours through 2nd row; channel for wiring - Wiring overlay harness with lighting and siren Interface connections - Vehicle Engine Harness: o Two (2) light connectors – supports up to six (6) LED lights (engine compartment) o Two (2) grille light connectors o Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block o One (1) 10-amp siren/speaker circuit (engine to cargo area) - Whelen Lighting PCC8R Control Head - Whelen PCC8R Light Relay Center (mounted behind 2nd row seat) - Light Controller / Relay Center Wiring (jumper harness) - Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head - Pre-wiring for grille LED lights, siren and speaker (60A) - Does "not" include LED lights o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 65U, 67H and 67U	67G 1340.00
[] Ready for the Road Package All-in Complete Package Includes Police Interceptor Packages 66A, 66B, 66C plus: - Whelen Cencom Light Controller Head with dimmable backlight - Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat) - Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed - High current pigtail - Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head - Pre-wiring for grille LED lights, siren and speaker (60A) - Rear console plate (85R) – contours through 2nd row; channel for wiring - Grille linear LED Lights (Red / Blue) - 100-Watt Siren / Speaker - Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) - Wiring Harness: o Two (2) 50 amp battery and ground circuits in RH rear-quarter Note: Not available with options: 66A, 66B, 66C, 67G, 67U	67H 3415.00

VINYL WRAP OPTIONS

<input type="checkbox"/> <u>Two-Tone Vinyl Package #1</u>	91A	840.00
• Roof Vin		
• RH/LH Front Doors Vinyl		
• RH/LH Rear Doors Vinyl		
<input type="checkbox"/> <u>Two-Tone Vinyl Package #3</u>	91C	700.00
• Roof Vinyl		
• RH/LH Front Doors Only Vinyl		
<input type="checkbox"/> <u>Two-Tone Vinyl Package #8</u>	91H	490.00
• Roof Vinyl (Vinyl Wrap in Police White (YZ) Only)		
<input type="checkbox"/> <u>Two-Tone Vinyl Package #9</u>	91J	305.00
• RH/LH Front Doors Only Vinyl (Vinyl Wrap in Police White (YZ) Only)		
<input type="checkbox"/> <u>Vinyl Word Wrap</u>	91D	795.00
– "POLICE" located on LH/RH sides of vehicle ("White" lettering)		
<input type="checkbox"/> <u>Reflective Vinyl Word Wrap</u>	91E	795.00
– "POLICE" located on LH/RH sides of vehicle ("Black" lettering)		
<input type="checkbox"/> <u>Reflective Vinyl Word Wrap</u>	91F	795.00
– "POLICE" located on LH/RH sides of vehicle ("White" lettering)		
<input type="checkbox"/> <u>Vinyl Word Wrap</u>	91G	795.00
– "SHERIFF" located on LH/RH sides of vehicle ("White" lettering)		

Extended Warranty Options for Police Interceptor Utility**Extended Warranty Option's (\$100.00 Deductible) 100,000 Mile Coverage**

<input type="checkbox"/> 5-Year Premium Care Warranty (500 Plus Components Coverage)	2150.00
<input type="checkbox"/> 4-Year Premium Care Warranty (500 Plus Components Coverage)	2110.00
<input type="checkbox"/> 3-Year Premium Care Warranty (500 Plus Components Coverage)	2080.00
<input type="checkbox"/> 5-Year Extra Care Warranty (113 Essential Components Coverage)	1955.00
<input type="checkbox"/> 4-Year Extra Care Warranty (113 Essential Components Coverage)	1925.00
<input type="checkbox"/> 3-Year Extra Care Warranty (113 Essential Components Coverage)	1905.00
<input type="checkbox"/> 5-Year Base Care Warranty (84 Major Components Coverage)	1860.00
<input type="checkbox"/> 4-Year Base Care Warranty (84 Major Components Coverage)	1840.00
<input type="checkbox"/> 3-Year Base Care Warranty (84 Major Components Coverage)	1820.00

Total Price \$25,621.00 ea

EDDIE WILLIAMS MICHIGAN CONTRACT HOLDER
GOVERNMENT SALES
GORNO FORD
WOODHAVEN, MI



PH 734-671-4893



CELL 313-319-3431



FAX 734-671-4375



e-mail eddiwilliams@gornoford.com

or

ewilliams5@vzw.blackberry.net

6/02/2015

LT SOVIK
POLICE DEPT
CITY OF SOUTH LYON
PH 248-437-1773
FAX 248-437-0459

2016 FORD INTERCEPTOR AWD UTILITY

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

BASE UTILITY AWD	\$25,135.00
CARGO LIGHT	50.00
DRIVER'S SIDE LED LIGHT	405.00
GRILLE WIRING PKG	50.00
REAR DOOR HANDLES IN-OP	35.00
PREP HEADLIGHTS-FRT	125.00
PREP REAR TAILLIGHTS	60.00
FLEET KEY 59B, 1284X	50.00
 TOTAL	 \$25,910.00, EACH

ANY QUESTIONS, CALL ME.

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

SINCERELY
EDDIE WILLIAMS
GOVERNMENT SALES

AGENDA NOTE

New Business: Item

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Lynne Ladner, City Manager

AGENDA TOPIC: Discuss whether or not to give the City Planner authorization to develop an ordinance allowing chickens within city limits

EXPLANATION OF TOPIC:

At the June 8th meeting Mieki Giles approached the City Council with a request that the City consider amending their ordinance to the keeping of chickens (hens) in the City Limits in residential areas. At that meeting both Council members Erin Kopkowski and Joe Rzyzi asked that the issue be placed upon the agenda for the next council meeting. Based upon the information provided to the Council by Ms. Giles there are several issues that would need to be determined before an amendment of the resolution could be drafted.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Ordinances from other Michigan communities that permit the raising of chickens (hens) within City Limits

POSSIBLE COURSES OF ACTION: Determine as a governing body if there is adequate interest by the Council to pursue an ordinance change. Authorize the City Manager and the City Planner to work to develop the necessary information to bring before the Planning Commission to assist in drafting a proposed ordinance recommendation for the Council. Authorize the City Planner to draft a proposed ordinance recommendation for the Council.

RECOMMENDATION:

SUGGESTED MOTION:

Sec. 5-12. - Keeping of animals as accessory use.

Any animal, other than a household pet, that is permitted to be kept as accessory to a principal use of a property shall be housed in accessory buildings meeting the requirements of the zoning ordinance. Notwithstanding any other provision of this Code, including the zoning ordinance, such accessory structure shall be permitted, provided that it shall not be located in the front yard of any lot, nor nearer than one hundred (100) feet to any adjoining dwelling, nor nearer than twenty-five (25) feet to the dwelling of the owner thereof. Such accessory structure shall be a covered enclosure, and the animal shall be kept within the covered enclosure or within a fenced area complying with the setback requirements below at all times, and shall not be permitted to run at large in any street, alley, or public place, or upon the premises of another.

All enclosures for the keeping of such animal shall be constructed of material that can be easily cleaned and shall be kept in a clean and sanitary condition. The enclosure shall be properly ventilated to prevent drafts and remove odors, shall be of sufficient size to accommodate the animal, and shall be designed so as to prevent rats, mice, or other rodents from being harbored underneath, inside, or inside the walls of the enclosure. The required fenced area shall be a minimum of fifteen (15) feet from the property line (a fence located on a property line shall not satisfy the requirement for a fenced area). The required fenced area must be kept free from trash and accumulated droppings.

Removal or appropriate disposal of droppings is required. Droppings not used for composting or fertilizer shall be removed. All provisions of this Code relating to noise, odor, and sanitation, including the provisions of this article, shall apply to the keeping of animals under this section.

All animals, except livestock and household pets, shall be female. No roosters are permitted on any property. No slaughtering of animals may occur except within the fenced area and in an enclosed building.

(Ord. No. 11-108.05, Pt. I, 3-7-11)

Sec. 6-4. - Keeping animals other than pets; proximity to other dwellings; running at large.

It shall be unlawful for any person to keep any animal or fowl within one hundred seventy-five (175) feet of any dwelling other than dwelling of the owner. It shall further be unlawful for any person to permit any animal or fowl owned by him or in his possession or control to run at large in any street, alley or public place, or upon the premises of another without express permission of the owner or occupant thereof. This section shall not apply to such animals or fowl as are commonly housed in a human dwelling as household pets.

(b) (1)

A person who cannot reasonably comply with the requirement that no person shall keep any animal or fowl within one hundred seventy-five (175) feet of any dwelling other than the dwelling of the owner may file an appeal to the zoning board of appeals clearly outlining the relief sought and his or her reasons why the variance and/or modification should be granted. The applicant shall pay the appeal fees as established by the city council and shall file the application on the form provided by the city.

- (2) The zoning board of appeals shall consider these appeals at its regular hearing dates. A written notice of the time and place of such hearing shall be mailed by first class mail, postage prepaid, at least fifteen (15) days prior to the date of the hearing to all owners of record of all lots or parcels of land lying within five hundred (500) feet of the property on which the animals and/or fowl would be located. Property owners of record shall be those names that appear in the assessor's records. The applicant shall be responsible for paying the zoning board of appeals application fee as established by the city council plus any additional mailing fees.
- (3) The zoning board of appeals shall grant no variance and/or modification from the requirements of this section until it has received and reviewed a report from the planning and community development department concerning the specific request under consideration. Further, the zoning board of appeals shall grant no variance and/or modification in any particular case unless it finds all of the following facts and conditions to exist:
 - a. That the granting of such variance and/or modification will not be detrimental to the public health, safety and welfare;
 - b. That the granting of such variance and/or modification will not be injurious to the property or improvements in this area;
 - c. That the granting of such variance and/or modification will not violate the overall intent and purposes of this article.
 - d. The concurring vote of two-thirds of the members of the zoning board of appeals shall be necessary in order to grant any variance from or modification to the requirements of this section.

(Code 1981, § 42.040; Ord. No. C-13-96, § 1, 8-19-96)

Brighton Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
Chapter 14 ANIMALS							
ARTICLE I. IN GENERAL							

[remove highlighting](#)

Sec. 14-4. Determination of keeping.

Within the meaning of this chapter, a person shall be considered as keeping or harboring animals, **fowl**, or birds if he shall allow animals, **fowl**, or birds to habitually remain or be lodged or fed upon his premises.

(Code 1981, § 129.6)

View the [mobile version](#).

Brighton Municipal Code[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Chapter 14 ANIMALS](#)[ARTICLE I. IN GENERAL](#)[remove highlighting](#)**Sec. 14-5. Keeping in city.**

It shall be unlawful for any person owning, possessing or harboring any animal, **fowl** or bird to keep such animal, **fowl** or bird within 200 feet of any dwelling, except his own dwelling, or to suffer or permit any animal, **fowl** or bird owned by him, or in his possession or control, to run at large in any street or public place. This section shall not apply to such animals as are commonly kept or housed as household pets.

(Code 1981, § 129.4)

View the [mobile version](#).

Brighton Municipal Code[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Chapter 14 ANIMALS](#)[ARTICLE I. IN GENERAL](#)[remove highlighting](#)**Sec. 14-6. Minimum conditions for keeping.**

Every person lawfully keeping or housing any animal or **fowl** shall care for and maintain the structure used for the keeping or harboring thereof, and shall manage and control such animal or **fowl** so as:

- (1) To prevent any malodorous or offensive condition to exist.
- (2) To prevent any frequent or long continued noises which shall disturb the comfort or repose of any person.
- (3) To prevent any nuisance to arise therefrom.

(Code 1981, § 129.5)

View the [mobile version](#).

Sec. 14-13. - Keeping of female chickens (hens).

Any person who keeps hens in the City of Ypsilanti shall obtain a permit from the city prior to acquiring the hens and pay a permit fee set by city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principle use is as a single-family or two-family zoned property within the City of Ypsilanti. Permits issued prior to June 1, 2010 will expire on July 1, 2011 and be renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.

- (b) Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit keeping of hens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.
- (c) A person who keeps or houses hens on his or her property shall comply with the following requirements:
 - (1) Must obtain a permit pursuant to subsection (a) of this section.
 - (2) Keep no more than four hens.
 - (3) The principal use of the person's property must be for a single-family dwelling or two-family dwelling.
 - (4) No person shall keep a male chicken (rooster).
 - (5) No person shall slaughter any hens.
 - (6) Any person keeping hens shall remain subject to public nuisance animal controls codified in section 14-11 of the Ypsilanti Code of Ordinances.
 - (7) The hens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. Fenced enclosures are subject to the provisions of section 122-714 of the Code of Ordinances.
 - (8) A person shall keep hens in the backyard only. For this subsection, "backyard" means the portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.
 - (9) All enclosures for the keeping of hens shall be constructed, repaired and maintained in a manner to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.
 - (10) All feed and other items associated with the keeping of hens that are likely to attract or to become infested shall be so protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.
 - (11) Chicken coops and enclosures shall be at least 20 feet from any residential structure not owned by the permittee unless written permission is granted from the owner of the affected residential structure.

(d)

If the requirements of subsection (c) are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.
(Ord. No. 1100, § 1, 7-21-2009; Ord. No. 1118, § 1, 6-1-2010)



BUILDING & ORDINANCE DEPARTMENT

One South Huron ♦ Ypsilanti, MI 48197

Phone: (734) 482-1025 ♦ Fax: (734) 483-7444

www.cityofypsilanti.com

Chicken Permit Application

Fee: \$25.00

Please print or type

Applicant Information:

Name:		Driver's License #:	
Address of location that chickens will be housed:		Apt. # (if applicable)	Phone #:
Number of chickens to be kept (Maximum 4 hens – Roosters are not permitted):			

Property Owner Information: (if property is not owner occupied)

Name:		Phone #:	
Address:	City:	State:	Zip:

Permits are valid for two years from the date of issue.

Permits are non-transferable and may not be sold or assigned.

If the requirements of Chapter 14 of the Ypsilanti Code of Ordinances are not complied with, the City may revoke any permit granted and/or initiate prosecution for a civil infraction violation. A person who has been issued a permit shall submit it for examination upon demand by any city official or police officer. Fenced enclosures are subject to Section 122-714 of the Ypsilanti Code of Ordinances. Notwithstanding the issuance of a permit by the City, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include but are not limited to deed restrictions, condominium master deed restrictions, neighborhood association by-laws, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

I understand the above restrictions on the permit and am submitting this application in compliance with Chapter 14 (Animals) of the Code of the City of Ypsilanti.

Applicant Signature _____

Date _____

For Office Use Only

Issue date: _____

Expiration date: _____

Approved by: _____

Comments: _____

AGENDA NOTE

New Business: Item

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Lisa Deaton, City Clerk

AGENDA TOPIC: Consider approving changes to City cell phone contract with AT&T

EXPLANATION OF TOPIC:

In researching the City's current cell phone contract costs the City Clerk discovered that the City was on a Business Plan not a Government contract Plan with AT&T for the contracted cell phones for the City. Additionally, due to the continued challenges with the City Manager continuing to receive personal calls on the cell phone number designated for the City Manager for previous manager Murphey, the fact that the City Manager currently has this line forwarding to her personal cell phone and seeking to identify ways to reduce costs eliminating this phone line and the change from a business to a government plan can save the City \$179.87 per month for a total of \$2,158.44 per year in telephone costs.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Spreadsheet from AT&T with list and average usage of each phone number as assigned to the City. The highlighted number is the number proposed for elimination.

POSSIBLE COURSES OF ACTION: Approve changes in contract, Approve some changes without the elimination of the individual line, Deny any changes to the contract.

RECOMMENDATION: Approve changes to the contract.

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve changes to the City's cellular phone contract with AT&T and eliminate the specified underutilized phone line for the city manager.

Customer Name:

BAN: 837807860

FAN: 2678918

	Service Access Number	User Name	Equipment Model	Equipment Type
1	(248) 388-8855	SOUTH LYON CITY HALL-N WSCA CRU	iPhone 5	Smart
2	(248) 467-0944	SOUTH LYON CITY HALL-N WSCA CRU	IPHONE 4S	Smart
3	(248) 941-1052	SOUTH LYON CITY HALL-N WSCA CRU	IPHONE 4S	Smart
4	(248) 467-0936	SOUTH LYON CITY HALL-N WSCA CRU	IPHONE 4S	Smart
5	(248) 388-8767	SOUTH LYON CITY HALL-N WSCA CRU	LG CU515	Basic
6	(248) 388-8833	SOUTH LYON CITY HALL-N WSCA CRU	SGH-a837	Basic
7	(248) 388-8899	SOUTH LYON CITY HALL-N WSCA CRU	LG CU515	Basic
8	(248) 467-0934	SOUTH LYON CITY HALL-N WSCA CRU	SGH-a837	Basic
9	(248) 467-0935	SOUTH LYON CITY HALL-N WSCA CRU	SGH-a837	Basic
10	(248) 467-0937	SOUTH LYON CITY HALL-N WSCA CRU	SGH-a837	Basic
11	(248) 467-0949	SOUTH LYON CITY HALL-N WSCA CRU	SGH-a837	Basic
12	(248) 467-0951	SOUTH LYON CITY HALL-N WSCA CRU	SGH-a837	Basic
13	(248) 467-0952	SOUTH LYON CITY HALL-N WSCA CRU	SGH-a837	Basic

13

Total Monthly Savings:
\$179.87

The data is shared with the groups they are in. I put 3GB of shared data for all
All the phones have unlimited talk and text.

Contract End Date	Avg Data For 3 Months in GB	Avg Mobile Minutes	Subscription Status	Current			
				Voice Minutes	Voice Plan	Text Plan	Data Plan
10/02/2014	0.46	466	Active	4,000	154.99	5.00	30.00
05/18/2014	0.00	0	Active		19.99	20.00	30.00
05/18/2014	0.01	23	Active		19.99	20.00	30.00
10/29/2010	0.04	1,623	Active		19.99		45.00
07/30/2012	0.00	13	Active		19.99	5.00	
07/30/2012	0.00	131	Active		19.99		
11/03/2010	0.00	60	Active		19.99		
10/29/2010	0.00	7	Active		19.99		
10/29/2010	0.00	0	Active		19.99		
10/29/2010	0.00	54	Active		19.99		
10/29/2010	0.00	0	Active		19.99		
None	0.00	133	Active		19.99		
10/29/2010	0.00	50	Active		19.99		
	0.510283794	2560.66	Totals:	4000	\$394.87	\$50.00	\$135.00
						Monthly Grand Total:	Does not include discount
						Current Contract Discount	

the smartphones and the minimum required data for all the standard phones.

Misc. Costs	Plan Credits	Next Payment	Voice Minutes	Voice Cost	Data Cost	Data	Text	Text Cost
29.49			unlimited	\$40.00	\$40.00	3GB data	unlimited	included in data cost
			unlimited	\$40.00			unlimited	
			unlimited	\$40.00			unlimited	
			unlimited	\$40.00			unlimited	
			unlimited	\$20.00	\$20.00	300MB data	unlimited	
			unlimited	\$20.00			unlimited	
			unlimited	\$20.00			unlimited	
			unlimited	\$20.00			unlimited	
			unlimited	\$20.00			unlimited	
			unlimited	\$20.00			unlimited	
			unlimited	\$20.00			unlimited	
			unlimited	\$20.00			unlimited	
			unlimited	\$20.00			unlimited	
\$29.49	\$0.00	\$0.00	0	\$340.00	\$60.00	0	0	\$0.00
de contract	\$609.36		Proposed Monthly Grand Total:			\$429.49		
	XX% Discount		New Contract Discount				XX% Discount	

Proposed

[illegible]

[illegible]

AGENDA NOTE

New Business: Item

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Lynne Ladner, City Manager

AGENDA TOPIC: Consider approval of contract with BS&A for new financial, utility billing, building permitting and web access software to allow for scheduling FY 2015-2016 implementation

EXPLANATION OF TOPIC:

As part of the 2015-2016 budget the City has appropriated funds for the implementation of BS&A software in the General Ledger, Accounts Payable, Cash Receipting, Fixed Assets, Utility Billing and Building Department along with the implementation of the BS&A AsscessMyGov (AMG) – Internet Services. In order to get on the implementation schedule to ensure the conversions of all the programs take place during fiscal year 2015-2016 because of the current scheduling lead time I am asking the Council to approve the proposed agreement with BS&A and authorize the City Manager to sign the agreement totaling \$72,250 which includes the applications, data conversions from our current systems, import of Oakland County property data, implementation and staff training for each of the modules. The cost will be broken down and charged to the relevant departments with the General Fund Administration and Building Department total cost being \$51,939.68, the Water Department total cost being \$10,155.16 and the Wastewater Department total cost being \$10,155.16

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Combined proposal from BS&A for the complete implementation.

POSSIBLE COURSES OF ACTION: Approve contract for the implementation of BS&A for the 2015-2016 fiscal year, delay action until after beginning of the fiscal year, or deny contract for BS&A implementation

RECOMMENDATION: Approve contract for BS&A implementation.

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve contract for the implementation of BS&A software for fiscal year 2015-2016

Proposal for Software and Services, Presented to...

City of South Lyon, Oakland County MI

May 29, 2015

Quoted by: Dan J. Burns, CPA



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

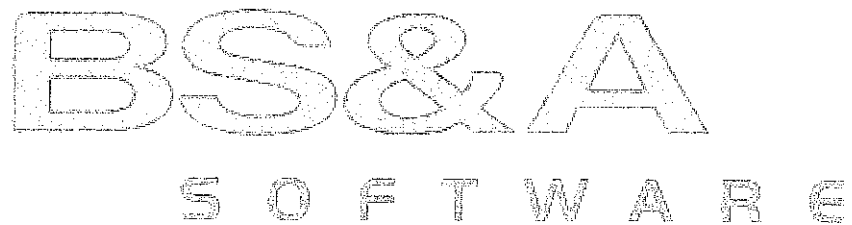
*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com

Contents

Please return all pages, retaining a copy for your records.

Cost Summary; Totals.....	3, 4, 5, 6, 7
Annual Service Fees.....	8
Optional Items.....	9
Acceptance.....	10
Contact Information.....	11



Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 4,155 and 3,500 utility customers. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

General Ledger .NET	\$3,930
Accounts Payable .NET	\$3,335
Cash Receipting .NET	\$3,335
Fixed Assets .NET	\$3,335
Utility Billing .NET	\$7,000
Building Department .NET	\$7,340

BS&A

Subtotal \$28,275

Data Conversions

Convert existing FundBalance data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$1,965
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$1,670
Cash Receipting (Receipt items, Up to 10 years receipt history)	\$1,670
Fixed Assets (assets and depreciation information)	\$1,670
Utility Billing	\$4,900

Convert existing data to BS&A format:

Building Department (database setup)	\$2,550
Subtotal	\$14,425

Custom Import

Oakland County Property Import	\$1,500
--------------------------------	---------

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$11,050

Implementation and Training

- \$850/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 2	\$1,700
General Ledger .NET	Days: 2	\$1,700
Accounts Payable .NET	Days: 2	\$1,700
Cash Receipting .NET	Days: 1	\$850
Fixed Assets .NET	Days: 1	\$850
Utility Billing .NET	Days: 5	\$4,250
Building Department .NET	Days: 7	\$5,950
	Total: 20	Subtotal \$17,000

AccessMyGov (AMG)-Internet Services provides a convenient way to display your BS&A databases on the web, giving taxpayers and business professionals a way to access your data at any time.

Included with AMG-Internet Services is an online directory of customers who host data online using our software. The intent of this directory is to provide interested parties with an accessible list of online data. Directory membership is included free with the use of AMG-Internet Services, and is accessed by going to <http://www.accessmygov.com/MunicipalDirectory>.

Pay-Per-Hit Option

With this option, your municipality uses AMG-Internet Services **free of charge - you pay us nothing**. Rather, BS&A will charge users a small per-hit convenience fee - a credit card is required to view the **daily updated** or **real-time** BS&A data (taxpayers may look up their own property data for free). BS&A sets up your system and configures the website.

Municipality's Annual Service Fee

Free
Data updated daily or real-time

End Users' Cost

Property lookups, to include:	\$2/record
Assessing data	
Tax data	
Special Assessment data	
Delinquent Personal Property data	
P.R.E. Audit data	
Property Sale Search (Assessing records)	\$2/record
Allows searches for comparable sale data based on query and Neighborhood filters	
Building Department lookups	\$2/record
Cemetery Management lookups	\$2/record
Utility Billing lookups	\$1/record
Miscellaneous Receivables lookups	\$1/record
Animal License lookups	\$1/record

STEP 1: Select Your Option

☒ Pay-Per-Hit (includes Assessing Property Sale Search)

STEP 2: Select Your Update Frequency

☐ Real-time

☐ Daily

Internet connection requirements: AMG-Internet Services requires a high-speed internet connection (cable modem or DSL) to provide **real-time** or **daily** update frequencies.

Real-time requirements: BS&A requires that all real-time hosted sites have either an on-staff IT person, or grant BS&A a remote terminal services ability to the machine on which the real-time service is installed. This is necessary to ensure service availability and quality.

STEP 3: Select the Data to Display

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Animal License | <input type="checkbox"/> Cemetery Management | <input checked="" type="checkbox"/> Special Assessment |
| <input checked="" type="checkbox"/> Assessing | <input checked="" type="checkbox"/> Delinquent Personal Property | <input checked="" type="checkbox"/> Tax |
| <input checked="" type="checkbox"/> Assessing Property Sale Search | <input type="checkbox"/> Miscellaneous Receivables | <input checked="" type="checkbox"/> Utility Billing |
| <input checked="" type="checkbox"/> Building Department | <input checked="" type="checkbox"/> P.R.E. Audit | |

BS&A
S O F T W A R E

Cost Totals

Not including Annual Service Fees

Applications	\$28,275
Data Conversions	\$14,425
Custom Import	\$1,500
Project Management and Implementation Planning	\$11,050
Implementation and Training	\$17,000

Total Proposed

\$72,250

Travel Expenses

Travel expenses included with Software Setup and Training

No charge

Grand Total (with Travel Expenses)

\$72,250

BS&A

Payment Schedule

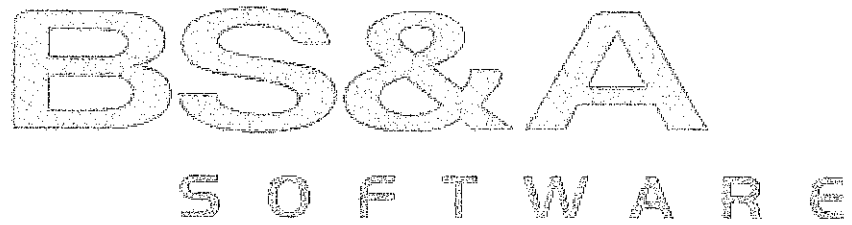
S O F T W A R E

- 1st Payment: **\$25,475** to be invoiced upon execution of this agreement.
2nd Payment: **\$28,275** to be invoiced at start of training.
3rd Payment: **\$18,500** to be invoiced upon completion of training.

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	\$790
Accounts Payable .NET	\$670
Cash Receipting .NET	\$670
Fixed Assets .NET	\$670
Utility Billing .NET	\$1,400
Building Department .NET	\$1,470
Total Annual Service, New Purchases	\$5,670



Optional Item(s)

Cash Receipting Hardware

		Quantity		Cost
Epson Series Receipt Printer*	\$750	x	_____	= \$_____
Epson Series Receipt Printer* w/Check Scan	\$1,100	x	_____	= \$_____
APG Cash Drawer**	\$250	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____	= \$_____
Credit Card Reader	\$75	x	_____	= \$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

***If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?*
___ Epson ___ Ithaca ___ Other (please specify) _____

Please provide the number of cash drawers that will be hooked up to the printer _____

SOFTWARE

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- ___ Classroom training, \$205/person/day
- ___ On-site training (unlimited attendees), travel not included, \$850/day

Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

BS&A

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

SOFTWARE

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: dburns@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Key Contact for Implementation and Project Management

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

AGENDA NOTE

New Business: Item #7

MEETING DATE: June 22, 2015

PERSON PLACING ITEM ON AGENDA: Lynne Ladner City Manager

AGENDA TOPIC: I.U.O.E Union Contract for July 1, 2015 through June 30, 2018

EXPLANATION OF TOPIC: The contract with the IUOE (Clerical) Union expires on June 30, 2015; we have a tentative agreement at this point with IUOE that needs to be approved by the City Council. The contract begins on July 1, 2015 and runs through June 30, 2018. At this point I am requesting Council's approval of the contract between the City and the IUOE.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: The attached redline agreement is pending final ratification from the union. Their representative has told me that the ratification vote will take place before the June 22nd Council meeting. If the vote does not take place or if the contract is not ratified this item will be removed from the agenda and placed on a later agenda after the Union has ratified the agreement.

POSSIBLE COURSES OF ACTION: Approve/do not approve the new agreement with the IUOE (Clerical) Union for the period of July 1, 2015 through June 30, 2018

RECOMMENDATION: Approve the IUOE Contract as presented.

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve the contract between the City of South Lyon and the International Union of Operating Engineers (Clerical Union) for the period of July 1, 2015 through June 30, 2018 as presented.