

# **Regular City Council Meeting**

**August 8, 2016**

## **Agenda**

**7:30 p.m.**      **Call to Order**  
                 **Pledge of Allegiance**  
                 **Roll Call**  
                 **Approval of Minutes: July 25, 2016**  
                 **Approval of Bills:**  
                 **Approval of Agenda**

### **Public Comment**

#### **I. Old Business –**

#### **II. New Business-**

1. Resignation – Parks & Recreation Commission: Alex Clark
2. Consider acceptance of Consent and Waiver of Assignment for Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement Dated March 12, 2013
3. Consider Proclamation authorizing the renaming of Field 1 in McHattie Park after Maddie Doty
4. Consider creating policies to outline the processes for naming and/or memorializing individuals, businesses, and organizations in or on City facilities, assets, or locations.
5. Consider approval of Budget Amendment and Correction
6. Consider approval of Pumpkinfest Run on Saturday Sept 24<sup>th</sup> with no additional road closures
7. Consider approval Fall Witch's Hat Run on Saturday September 10<sup>th</sup> and authorized requested road closures
8. Consider approval Whipple Street Block Party
9. Consider approval of Purchase of a 12" Drum Style Brush Bandit Chipper (Model 990XP)
10. Consider approval of Purchase and installation of replacement windows in Main Police Building
11. Consider First reading of Ordinance rezoning Parcel 21-19-126-002 from RM-1 (Multiple Family Residential) to PD (Planned Development)
12. Consider request from the Village at Eagle Heights for the City to accept dedication of water and sanitary sewer utility improvements and utility easements for the Village at Eagle Heights Development.

#### **III. Discussion- Downtown**

#### **IV. Manager's Report-**

#### **V. Council Comments-**

#### **VI. Adjournment**

CITY OF SOUTH LYON  
REGULAR CITY COUNCIL MEETING  
July 25, 2016

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

PRESENT: Mayor Galeas  
ALSO PRESENT: Council Members: Dedakis, Kivell, Kramer, Kurtzweil, Ryzzi and Wedell  
Interim City Manager Chief Collins, City Attorney Wilhelm, Department  
Head Martin and Clerk/Treasurer Deaton  
ABSENT: City Manager Ladner

MINUTES:

CM 7-1-16 MOTION TO APPROVE MINUTES

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

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

Chief Collins stated he would like to remove the report by Josey Kearns from the Cultural Arts Commission because she is unable to attend, which removes item #3. Chief Collins stated that item #10 should be a discussion item only. Councilmember Ryzzi stated he would like item #10 moved further up the Agenda. Chief Collins stated we could make it item #3.

CM 7-2-16 MOTION TO APPROVE THE AGENDA

Motion by Kivell, supported by Dedakis  
Motion to approve the Agenda as amended

VOTE: MOTION CARRIED UNANIMOUSLY

PRESENTATION

Chief Kennedy gave a brief presentation regarding the lifesaving efforts of Sergeant Douglas Baaki, Officer Tracy Brooks, Paramedic Andrew Bentley, Paramedic Rodrigo Fonseca, Deputy Chief Mike Wier, Captain Cory Armstrong, Lieutenant Jeff Noechel, Firefighter Ryan Carlington, Firefighter Lauren Carlington, and Firefighter Cindy Conrad. He stated they were called to a non-breathing resident at Clements Lane on June 25<sup>th</sup>. He further stated due to their life-saving efforts, they were able to regain a pulse on site, and the patient was able to walk out of the hospital a week later.

7/25/2016

## PUBLIC COMMENT

Carl Richards of 390 Lenox stated he doesn't mind limiting his remarks to 3-6 minutes and he is comfortable with that. He further stated the Water Department randomly handed out 30 water bottles for testing and he received one. He stated Michigan Seamless Tube is running again. He further stated they allowed their workers to leave early a couple of days last week due to the weather. Mr. Richards stated the light poles are going in place for the Safe Routes to School Program and should be operating soon.

Tom Duncan of Duncan Disposal stated he and his sons would like to thank the City for the 9 years their Company was able to service the community. He further stated after a lot of thought they have sold the company to Rizzo Environmental Services and he is asking Council to approve the new contract. He stated Rizzo is family owned and they are very capable of servicing the City. He further stated they service much larger communities very successfully and they own over 450 trucks, and are located in Sterling Heights, and Wayne. Mr. Duncan further stated the current Manager for Duncan will continue working with Rizzo.

## OLD BUSINESS

### 1. Police Chief Employment Contract

Chief Collins stated he met with Attorney Wilhelm and worked on the concerns that Council had at the last meeting. He further stated they did away with the just cause from his original version, and he will remain an at will employee. Attorney Wilhelm stated the severance will not be given if he resigns or if he is terminated due to cause. He further stated this could set a precedent for future Police Chiefs as well as other Department Heads. Attorney Wilhelm stated we cannot take the termination right away from the City Manager because that would go against the Charter. Attorney Wilhelm stated the severance was matched to the City Manager's contract of 6 months. He further stated if the Chief is injured outside of work and is unable to do his job, and after 90 days he can be terminated without severance, again, this is similar to the City Manager's contract.

Councilmember Kramer stated if he is terminated with cause, there is not a severance given. If it is for no cause, that triggers the severance. He further stated this is changing the way the City currently runs because it is taking the authority away from the City Manager. He further stated he believes this will set a precedent for all other Department Heads. Attorney Wilhelm stated the Council has the authority to say no. Councilmember Wedell stated he has the same concerns and believes this will set a precedent for other employees. He further stated if job protection is the main purpose for this contract, he feels we can do that by changing the City's personnel manual to state any discipline to a Department Head over and above oral reprimand requires the approval of Council. He further stated for an example, in the future we have a City Manager and a Chief of Police that don't get along, and the City Manager fires the Chief of Police, and Council doesn't

agree and we fire the City Manager, we would have to pay 6 months' severance to the two highest paid employees of the City. Councilmember Rzyzi stated Chief Collins goes above and beyond and has for 19 years. He further stated he does not feel it would set a precedent because Council has the authority to say yes or no to another Department Heads contract. He doesn't feel this is unreasonable. Councilmember Kurtzweil stated this is still an at will contract. She further stated the only trigger is the payment of severance. She further stated the City Manager has a 6 month severance as well. She stated she spoke with other communities and it is not uncommon for the Chief of Police to have a contract. Councilmember Kurtzweil stated if he is only asking for severance she doesn't have an issue with this at all. She further stated if you don't pay your executives a good rate and benefits, you won't get quality employees. She further stated the Chief of Police is a very political position and these are the positions that when there is a change in leadership, these are the positions are the first to be terminated. Councilmember Kivell stated we have a strong City Manager form of government and to disable the ability for them to determine who runs the Departments is a disservice to them, and it creates a difficult management circumstance for people to understand where the authority lies. Councilmember Kivell stated at the last meeting Chief Collins stated he was asking for this contract because of the relationship with the existing City Manager. He further stated he will not be voting to pass this, but if this is entertained, he would hope we consider that the contract would sunset if the current City Manager leaves. He further stated this is unfortunate, but he doesn't think this will cause every Department Head to ask for and get a contract. He further stated the community enjoys being the one of the safest Cities in the state which is the result of the way the Police Department has been run in the last 19 years. He further stated because he will vote no, doesn't mean anything against the Chief, he just doesn't think this is the way the City should be run.

CM 7-3-16 MOTION TO APPROVE THE CHIEF OF POLICE CONTRACT AS PRESENTED

Motion by Rzyzi, supported by Kurtzweil

Motion to approve the Chief of Police contract as presented

Councilmember Wedell stated he will not be supporting this contract because, and it is nothing personal, but he believes it is a bad policy decision for the City. Councilmember Kramer stated there are other options that could have been explored, and if protection is the issue, there are other things that could have been looked into. He further stated he still believes this will be setting a precedent. Councilmember Kurtzweil stated she will vote yes because this is nothing different than other communities are doing. Councilmember Dedakis asked Attorney Wilhelm how quickly he could look at other options. Attorney Wilhelm stated there is currently a grievance process, which ends with the City Manager, but we need to be careful that we don't go against the Charter. Councilmember Dedakis stated the contract was well written, but she doesn't want to act hastily and her only concern is the impact of the contract. She further stated she would like to look at other options. Attorney Wilhelm stated there are other factors that may make this contract more acceptable. Councilmember Dedakis stated she will vote no on this contract to error on the side of caution. Further discussion was held regarding the proposed contract.

VOTE:

ROLL CALL VOTE- Kivell- No  
 Dedakis- No  
 Rzyzi- Yes  
 Galeas- Yes  
 Wedell- No  
 Kramer- No  
 Kurtzweil- Yes

MOTION FAILED

2. Establish pay rates for Non-Union Employees and Department Heads

Councilmember Kivell stated the spreadsheets that were presented reflect there have been 2% increases in the past, therefore he is ok with 2%.

CM 7-3-16 MOTION TO APPROVE 2% PAY INCREASE FOR NON-UNION EMPLOYEES AND DEPARTMENT HEADS

Motion by Kivell, supported by Kurtzweil

Motion to approve 2% pay increase for non-union employees and Department Heads effective today's date

Councilmember Wedell stated he is going to suggest 3% due to the fact the P.O.A.M is getting 3% and the P.O.L.C is still in negotiations and that group is our largest group of employees.

CM 7-4-16 MOTION TO APPROVE 3% PAY INCREASE FOR NON-UNION AND DEPARTMENT HEAD EMPLOYEES

Motion by Wedell, supported by Kurtzweil

Motion to approve 3% pay increase for non-union employees and Department Heads beginning the next pay period

VOTE:

MOTION CARRIED- 1 OPPOSED

3. Consider purchase of Single Elgin Pelican Street Sweeper

Department Head Martin stated this is on the same payment plan we used to purchase the front end loader. He further stated there will be no payment due this current fiscal year, then five yearly payments of \$43,042.00 He further stated this is a very good piece of equipment and if this is approved it will serve the City for the foreseeable future.

CM 7-5-16 MOTION TO PURCHASE SINGLE ELGIN PELICAN STREET SWEEPER

Motion by Wedell, supported by Kivell

Motion to approve the purchase of Elgin Pelican Single Street Sweeper from Bell Equipment Company for the price of \$197,406.30

VOTE: MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Appointments- Cultural Arts Commission

CM 7-6-16 MOTION TO APPOINT LINDA ROBINSON TO THE CULTURAL ARTS COMMISSION

Appointment by Galeas, supported by Wedell

Mayor Galeas stated he would like to appoint Linda Robinson to the Cultural Arts Commission. Linda Robinson stated she is a resident and her parents moved here in 1992. She further stated she has been an artist her entire life. She stated she has been self-employed since early 2000. She further stated she loves art and she loves the City of South Lyon and she is very happy and delighted to be considered. Councilmember Kurtzweil stated Ms. Robinson has a great reputation and she has seen some of her work at the library. Ms. Robinson stated she is donating a piece of artwork she painted of the downtown Artcraft building for the City to display. Councilmember Rzyzi thanked her for volunteering.

2. Resignation/Appointment to Parks and Recreation

Chief Collins stated Mike Orlando has resigned from the Parks and Recreation Commission and we have an application for appointment from Jodi Movens.

CM 7-7-16 MOTION TO ACCEPT RESIGNATION FROM MIKE OLANDO, WITH THANKS, AND APPROVE THE APPOINTMENT OF JODI MOVENS TO THE PARKS AND RECREATION COMMISSION

Motion by Kramer, supported by Rzyzi

Motion to accept the resignation of Mike Orlando, with thanks for his many years of service and to approve the appointment of Jodi Movens to the Parks and Recreation Commission

VOTE: MOTION CARRIED UNANIMOUSLY

### 3. Discussion of ball field memorial

Councilmember Ryzyi stated there was a very tragic situation that occurred and a young girl named Maddie Doty passed away in her sleep. He stated this has drawn the community together. He further stated he and Michael Moore have been in contact with the family and together they are asking if the City can do something as a memorial. He stated he brought this topic up at the last meeting. He stated the family has always been involved with the Junior League and the parks. He further stated he has spoken with the Junior League and they don't have a problem with this. He further stated he has spoken with some members of the Parks and Recreation Commission as well, and they are on board as well. He further stated he will be meeting with the Parks and Recreation on the 24<sup>th</sup>, but he will be bringing a resolution approving an official dedication at the next Council meeting. He further stated he would like a formal dedication after the start of the school year.

Councilmember Kivell stated Parks and Recreation needs to be involved before any final decisions are made. Councilmember Dedakis stated she is in full support of this, but she would also like to have the Parks and Recreation Commission involved as well.

Councilmember Kramer stated he also believes we need Parks and Recreation's input as well as the Junior Leagues therefore we can have a unified front; we just need to follow our procedures.

Carl Richards of 390 Lenox stated there is already a dedication plaque on the fence near the ball fields. He went on to say there are a few benches, and plaques in the park that have people's names on them. He stated a few appear to have been put in place without the knowledge of the City.

Mayor Galeas stated he is in favor of this as well, and when he was in school there were a few kids that passed and they also named some ball fields after them. He stated this is for a good purpose, and we need to ensure we follow the right procedures so no red tape gets in the way.

Michael Moore stated they are not seeking any funds from the City. He further stated there are six organizations that have already donated some funds. He further stated the Junior League is on board. He further stated at the last meeting it seemed Council was also on board with this, and he put the announcement on Facebook. He further stated this is an opportunity to bring the City together and he hopes Parks and Recreation will be on board. The family is very touched by everyone's support.

Councilmember Kurtzweil asked if anyone went to Parks and Recreation before it was named Paul Baker Park or the tree that was just planted in the park. She further stated she understands Parks and Recreation need to be involved but she doesn't know to what extent. She stated she has worked for a lot of organizations that have benefited a lot of people. She further stated she has spoken with Brian Mackey of the Junior League. She stated the leadership and the dedication of the parents of the Junior League is incredible. She further stated if a child comes from an economically challenged family, the League steps up with supplying equipment to ensure that child can play. She further stated when she was on Parks and Recreation Commission; they were not able to get the fields developed. She stated the Junior League came into the picture and we were then able to develop the fields. They have contributed thousands for improvements to the ball fields and the City needs to partner with them. She further stated this family was active with the Junior League

and this group is contributing thousands of volunteer hours as well as money. Her understanding is the fields are maintained by the Junior League as well. Councilmember Kramer stated the City does partner with the Junior League, he is just asking for the Parks and Recreation to see what the scope of the project is going to be. Councilmember Dedakis stated she feels this is unanimous and everyone agrees this needs to be done, we just need to make sure the proper procedures are followed to solidify this and make sure this is done properly.

Diane Beagle of the Parks and Recreation Commission stated they are not opposed to this at all. She stated all the projects that are done in the park are brought to the Commission first, this is another way of getting input, and sometimes the Commissioners will think of something they haven't. She further stated they have discussions, it gets worked out and the project moves forward. Ms. Beagle stated this is another avenue of input to ensure the projects are done legally and meet the correct zoning. She further stated the development of the ball fields was a partnership between the Parks and Recreation Commission and the Junior League; it was not all Junior League. She stated the Parks and Recreation Commission donated many volunteer hours to the fields as well. She further stated, no one is saying no, we are saying let us get involved so we can help get the project done.

#### 4. Consider approval of Pumpkinfest 2016- Downtown road closures

Kathy Swan of the Pumpkinfest Committee stated they are asking for the road closures to be approved for the 2016 Pumpkinfest. She further stated they have added some new things for the teenagers. She stated they have added a pie eating contest, dunk tank, a photo booth, and karaoke. She stated they are asking to close the Veterans Memorial Parking lot for this purpose, but no additional road closures will be necessary. She further stated we will be losing the use of 20 parking spots, but we will be gaining some things for the teenagers to do. Councilmember Kurtzweil stated she would like to commend them on adding activities for the teenagers to enjoy. Councilmember Rzyzi stated he would like to thank all the volunteers' hard work.

#### CM 7-8-16 MOTION TO APPROVE THE REQUESTED ROAD CLOSURES FROM FRIDAY SEPTEMBER 23<sup>RD</sup> UNTIL SUNDAY SEPTEMBER 25<sup>TH</sup> AND THE CLOSURE OF THE VETERANS PARKING LOT

Motion by Kramer, supported by Wedell

Motion to approve the requested road closures from September 23<sup>rd</sup> until September 25<sup>th</sup> and the closure of the Veterans Parking lot

VOTE: MOTION CARRIED UNANIMOUSLY

#### 5. Consider approval of Pumpkinfest Parade- Downtown road closures

Phil Weipert stated the route for the Pumpkinfest Parade is the same as in past years and they are asking for approval of the road closures. The route will begin at Lyon Trail and down to Liberty and end at Bartlett School.



CM 7-9-16 MOTION TO APPROVE ROAD CLOSURES FOR PUMPKINFEST PARADE

Motion by Kramer, supported by Rzyzi

Motion to approve requested road closures for September 24 from 10:00 a.m. for the Pumpkinfest Parade

VOTE: MOTION CARRIED UNANIMOUSLY

6. Consider approval of Acting City Manager compensation for Bob Martin

CM 7-10-16 MOTION TO APPROVE PAYMENT OF \$734.89 TO ROBERT MARTIN AS COMPENSATION FOR SERVING AS ACTING CITY MANAGER FOR NINE DAYS

Motion by Wedell, supported by Kivell

Motion to approve the payment of \$734.89 to Robert Martin as compensation for serving as acting City Manager for nine days

Councilmember Kurtzweil stated she was reading the City Charter, and in section 5.8 it states the Council cannot grant or authorize extra compensation to any City Officer, or employee after the service has been rendered or after the contract has been entered into. She stated her interpretation is there was no change in the contract with Bob Martin; therefore she doesn't have an issue with this.

VOTE: MOTION CARRIED UNANIMOUSLY

7. Consider approval of purchase of 2 LifePak 1000 Automated External Defibrillators

CM 7-11-16 MOTION TO APPROVE THE PURCHASE OF 2 LIFEPAK 1000 AUTOMATED EXTERNAL DEFIBRILLATORS

Motion by Kramer, supported by Wedell

Motion to approve the purchase of 2 LifePak 1000 AEDs

VOTE: MOTION CARRIED UNANIMOUSLY

8. Consider approval of 3 sets of firefighting turnout gear

CM 7-12-16 MOTION TO WAIVE THE FORMAL BID PROCESS FOR THE PURCHASE OF THREE SETS OF FIREFIGHTING TURNOUT GEAR

Motion by Kramer, supported by Wedell

Motion to waive the formal bid process for the purchase of three sets of firefighting turnout gear

VOTE: MOTION CARRIED UNANIMOUSLY

CM 7-13-16 MOTION TO APPROVE THE PURCHASE OF THREE SETS OF FIREFIGHTING  
TURNOUT GEAR FROM APOLLO FIRE DEPARTMENT COMPANY FOR \$6,267.00

Motion by Kramer, supported by Wedell

Motion to approve the purchase of three sets of firefighting turnout gear from  
Apollo Fire Department Company for \$6,267.00

VOTE: MOTION CARRIED UNANIMOUSLY

9. 50/50 Sidewalk Program 2016

Department Head Martin stated we have \$20,000 budgeted for this program. He further stated the last time we had this program was in 1998. He stated if anyone would like to participate they need to contact the D.P.W. at 248-437-6914. Councilmember Kivell stated he hopes this will be an incentive for the repair of cracked, heaved or spalled concrete flags to remove sprained ankles, toe trips and destabilized footing hazards. He further stated this is a City contribution made from tax dollars to make our sidewalks safer and he would like guidelines to ensure it is being used for safety reasons, and not for the beautification of people's properties. He stated he would like a file made with picture of the concrete that is replaced. Department Head Martin stated he feels 3/4" to 1" are the most dangerous ones that need to be replaced. Councilmember Kivell stated also if there are gaps between the sidewalks where someone could get their heel caught should be replaced as well.

CM 7-14-16 MOTION TO APPROVE THE 50/50 SIDEWALK PROGRAM 2016 FOR FY 2016-  
2017 IN THE AMOUNT OF \$20,000

Motion by Kramer, supported by Kivell

Motion to approve the 50/50 sidewalk program for FY 2016-2017

VOTE: MOTION CARRIED UNANIMOUSLY

DISCUSSION- Downtown

Councilmember Ryzzi asked the status on the South Lyon Hotel. Bob Donohue, the Economic Development/Downtown Development Authority Director stated he has maintained contact with the contractor who is good friends with the family. They have hired a very good preservation architect out of Ann Arbor and they are now preparing blue prints for the restoration of the building. They currently do not have a cost of the rebuild. Mr. Donohue stated they may retain the second floor façade facing Lafayette, and they may be able to save the first floor interior. Councilmember Ryzzi asked if we have had any interest from new businesses. Mr. Donohue stated there has been a lot of interest, such as two restaurateurs, a kitchen store, an arts supply store, as well as someone interested in building an industrial lot. He stated he is still currently working with the Bonner family regarding the costs for the repairs to the Artcraft Building. Councilmember Kurtzweil asked Attorney Wilhelm if the South Lyon Hotel Reconstruction Committee will be governed by the open meetings act. Attorney Wilhelm stated he will follow up with Bob Donohue, one of the questions will be if Council will need to take action to recognize this committee. Councilmember Kurtzweil

stated she wants to bring recognition to Providence for the great job they are doing with the façade work. It is great they are investing in the City of South Lyon. She further stated the Presbyterian Church has painted the steeple, and the new landscaping looks great. Councilmember Kurtzweil stated they all need a thank you and they need to be recognized. She stated the South Lyon Theatre has also made a lot of improvements and they have done a lot of work on their façade. Mr. Donohue stated the South Lyon Theatre have plans to completely refinish the interior as well. Councilmember Kurtzweil asked if we can work on having a commercial rehab district. Mr. Donohue stated he will supply Council and Mayor with information. Mayor Galeas stated the coffee shop downtown has added a lot of flowers outside of their building as well and it looks great.

### MANAGER'S REPORT

Chief Collins stated the Kings Plaza recently connected to the City water and sewer, and according to the master deed, they need to install sidewalks. There is a deadline of September 26<sup>th</sup>, and the building or code enforcement officer will be sending them a letter.

Chief Collins stated Mike Sapo contacted him regarding Rizzo taking over the City garbage route, and he said they take care of many other communities and they are happy with their service.

Chief Collins stated they have started the sewer project on Dorothy Street, as well as they have started working on the overflow lot which will be a dual parking lot/ice rink in McHattie Park.

### COUNCIL COMMENTS

Councilmember Kivell stated Kings Plaza agreed to install a sidewalk when they connected to our water and sewer. He stated we have an extraordinary contract for waste hauling, and he is happy with Rizzo as long as they fulfill our agreement that we had with Duncan.

Councilmember Dedakis stated a few weeks ago there was a Pumpkinfest Committee meeting and the number of residents that appeared and they had many positive comments. She further stated the Pumpkinfest Committee volunteers deserve a huge thank you for all their hard work. Pumpkinfest is very important to our City and she would like to thank the residents for all their support.

Councilmember Dedakis stated she wants to make sure Chief Collins knows that he is appreciated and she would like to revisit the issue of an option other than a contract.

Councilmember Ryzyi stated the ice rink will be a hit, as well as the extra parking area. He stated it would be nice if we could add some sidewalks in that area. Councilmember Ryzyi stated he has some comments he would like to make directed to Frank Fogarty regarding the comments he made at the last meeting. Councilmember Ryzyi stated there were some comments made about Facebook. He further stated he is not afraid to share his views, he has issues with the size of government, too much taxes, and he will never prevent himself from saying it in the future. Facebook is the way of the future, it is for people of all ages, and maybe some people may not like Facebook. Some good

things can happen from Facebook, such as the food truck issue, Chad Lindsay getting shut down, Pumpkinfest and the issue is really free speech. He will not stop posting on Facebook and he will keep letting residents know what is happening in the City.

Councilmember Rzyzi stated the little free library project at McHattie Park is a great event.

Councilmember Dedakis stated not to be offensive, but Mr. Fogarty wasn't saying anything about free speech, but he was speaking toward Councilmember Rzyzi being on Facebook during the meetings. Councilmember Rzyzi stated that is his free speech right.

Mayor Galeas stated he visited the TCBY ribbon cutting, and the building looks great. The ribbon cutting was well attended. He further stated it seems this is the beginning of what is to come to the City. He further stated he spoke with someone who is looking to start a business in town as well. Mayor Galeas stated the school on Eleven Mile is really going up fast.

Councilmember Wedell stated we were very well represented by Councilmembers Kramer, and Dedakis, Mr. Donohue, along with Chief Collins at the Pumpkinfest meeting and he wanted to thank them. Councilmember Wedell stated the Splash and Play at the Fire Department was well attended, and the Fire Department was very helpful and friendly.

Councilmember Kurtzweil stated she wants to make some comments regarding the comments made by Frank Fogarty. She stated saying that little has been done since the November Election is not true. She stated this Council has been the most productive Council in decades. She further stated some of the highlights are as follows, an understanding of performance bonds, approval of Lexington Place Condo utilities, job responsibilities for the Economic Development Coordinator, we have hired a full time Economic Development Coordinator, for the first time we have adopted the 2012 Property Maintenance Code, we approved a master plan, amended code 58 adding provisions for vapor products, adopted an unsafe structure ordinance, we participated in a vision planning session and adopted a first time ever strategic plan for 2016, we have also worked with the school district and Lyon township for the Safe Routes to School program and we are on our way to having a food truck ordinance for public property. She further stated some members of Council recently learned the sewer bond was not fixed at 2.5, but that that could be changed upwards to cover the cost of the bond, why this was not known before, she doesn't know. She further stated we also recently passed a resolution lowering the mileage, which now does not cover the cost of the bond. Councilmember Kurtzweil stated we are now seeing Volunteer Park will actually be developed. She further stated Councilmember Wedell has been on Council for years, and it never occurred to him to make a motion to order quarterly amendments to the budget from the City Manager, she stated she is the one that made that motion. Councilmember Kurtzweil stated the Council has approved the first annexation of South Lyon in years. She further stated the Cultural Arts Commission is finally getting grants. She further stated we are now having the sewer lines moved on Dorothy Street which was a problem for years. Councilmember Kurtzweil stated we have also formed a South Lyon Hotel reconstruction to facilitate the reconstruction of the hotel. She further stated tonight we passed a 50/50 split for the repair of sidewalks, and this doesn't mention the

general administration work such as contracts, and sale and purchase of equipment. She further stated he is a liar, and his statement was a political statement and that is why the City looks as it does, it is the result of his political bosses. He is fine with status quo and he had no facts. Councilmember Kurtzweil stated she visited Bay City for the Tall Ships of America which is a 501(c3). She also visited Manchester for the chicken barbeque and being a prior board member of Active Faith, she has had the opportunity to view the relationship of 501(c3) along with businesses. She is very happy to hear Pumpkinfest is including Diane from Diane's Doll House. The relationship between the 501(c3) and the businesses is what will make a successful event.

### ADJOURNMENT

#### CM 7-15-16 MOTION TO ADJOURN

Motion by Kramer, supported by Kurtzweil

Motion to adjourn meeting at 10:05 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

\_\_\_\_\_  
Mayor John Galeas

\_\_\_\_\_  
Lisa Deaton Clerk/Treasurer

## July 2016 Payroll Report

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
<b>Administration</b>								
Badarak, A.	18.7700	160.00		\$ 2,982.48	\$ -	\$ 1,322.40	\$ 4,304.88	COLA & Longevity
Clarelli, J.	15.8900	111.75		\$ 1,775.71	\$ -		\$ 1,775.71	
Deaton, L.				\$ 4,720.38		\$ 322.40	\$ 5,042.78	COLA
Diebel, K.	12.0000	56.00		\$ 672.00			\$ 672.00	
Donhue, R.				\$ 5,076.92		\$ 104.16	\$ 5,181.08	COLA
Ladner, L.				\$ 6,230.85		\$ 322.40	\$ 6,553.25	COLA
Lanning, W.	10.4200	34.00		\$ 354.28			\$ 354.28	
Lyon, Thomas	17.6700	75.00		\$ 1,325.25			\$ 1,325.25	
Mosier, L.				\$ 4,393.48		\$ 322.40	\$ 4,715.88	COLA
Judy Pieper	16.7800	160.00		\$ 2,686.32	\$ -	\$ 1,630.27	\$ 4,196.59	COLA, Longevity&Sick Payout
<b>TOTAL: Administration</b>		<b>596.75</b>	<b>0.00</b>	<b>\$ 30,197.67</b>	<b>\$ -</b>	<b>\$ 3,924.03</b>	<b>\$ 34,121.70</b>	
<b>Cemetery</b>								
Bjerke, Michael	11.3800	75.00		\$ 853.50			\$ 853.50	
Brannun, L.	11.3800	78.00		\$ 887.64			\$ 887.64	
Nicholls, William	11.3800	64.00		\$ 728.32			\$ 728.32	
Wauford, S.	11.3800	72.00		\$ 819.36			\$ 819.36	
Wedesky, J. W.	11.3800	65.00		\$ 739.70			\$ 739.70	
Williamson, N.	12.1000	77.00		\$ 931.70			\$ 931.70	
<b>TOTAL: Cemetery</b>		<b>431.00</b>	<b>0.00</b>	<b>\$ 4,960.22</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 4,960.22</b>	
<b>Police</b>								
Baaki, D.	34.3707	160.00	12.00	\$ 5,499.31	\$ 632.52	\$ 1,986.57	\$ 8,118.40	COLA & Longevity
Baker, A.	32.6213	160.00	21.00	\$ 5,162.40	\$ 1,034.43	\$ 339.14	\$ 6,535.97	COLA
Baker, J.	34.3707	168.00	10.50	\$ 5,774.28	\$ 551.18	\$ 1,678.20	\$ 8,003.66	COLA & Longevity
Barbour, R.	32.6213	160.00	18.00	\$ 5,166.20	\$ 797.91	\$ 365.80	\$ 6,329.91	COLA
Brooks, T.	32.6213	160.00	40.00	\$ 5,166.21	\$ 1,969.94	\$ 354.02	\$ 7,490.16	COLA
Collins, L.				\$ 6,988.84		\$ 1,720.17	\$ 8,709.01	COLA & Pay Adj
Faught, C.	34.3707	168.00	16.50	\$ 5,774.28	\$ 866.14	\$ 376.03	\$ 7,016.45	COLA
Garris, G.	16.5300			\$ -			\$ -	
Hoydic, S.	32.6213	160.00	25.00	\$ 5,166.20	\$ 1,239.31	\$ 332.63	\$ 6,738.14	COLA
Kretflin, F.	16.5300			\$ -			\$ -	
Lambi, A.	10.0000	113.00		\$ 1,130.00			\$ 1,130.00	
Laraway, P.	16.5300			\$ -			\$ -	
Ley, K.	16.5300			\$ -			\$ -	
Raap, T.	32.6213	168.00	24.00	\$ 5,438.58	\$ 1,196.87	\$ 334.49	\$ 6,969.94	COLA
Regentik, C.	18.7700	160.00		\$ 2,982.48	\$ -	\$ 1,622.72	\$ 4,605.20	COLA, Longevity&Sick Payout
Sederlund, C.	34.3707	160.00		\$ 5,499.31	\$ -	\$ 370.78	\$ 5,870.07	COLA
Sovik, C.	36.6103	160.00	22.50	\$ 5,857.65	\$ 1,261.56	\$ 330.46	\$ 7,449.67	COLA
Sroufe, T.	32.6213	160.00		\$ 5,173.81	\$ -	\$ 338.52	\$ 5,512.33	COLA
Stevens, T.	32.6213	160.00		\$ 5,177.60	\$ -	\$ 341.62	\$ 5,519.22	COLA
Tomanek, J.	32.6213	168.00	4.00	\$ 5,427.17	\$ 193.78	\$ 336.04	\$ 5,956.99	COLA
Walton, T.	32.6213	160.00	28.50	\$ 5,177.81	\$ 1,390.64	\$ 332.32	\$ 6,900.57	COLA
Wilcox, W.	11.7900	20.00		\$ 235.80	\$ -		\$ 235.80	
Wilcox, W.	16.5300			\$ -	\$ -		\$ -	
Wittrock, M.	32.6213	168.00	4.00	\$ 5,423.36	\$ 198.61	\$ 358.36	\$ 5,980.33	COLA
<b>Total: Police</b>		<b>2733.00</b>	<b>224.00</b>	<b>\$ 92,221.07</b>	<b>\$ 11,332.88</b>	<b>\$ 11,517.85</b>	<b>\$ 115,071.80</b>	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
<b>Fire</b>								
Armstrong, C.	21.7400	68.50		\$ 1,481.42			\$ 1,481.42	
Bach, R.	14.8800	56.50		\$ 847.15			\$ 847.15	
Carlington, L.	17.1700	87.75		\$ 1,487.29			\$ 1,487.29	
Carlington, R.	17.1700	88.25		\$ 1,514.76			\$ 1,514.76	
Conrad, C.	16.0200	104.00		\$ 1,646.70			\$ 1,646.70	
Demeniuk, C.	20.6000	30.75		\$ 624.25			\$ 624.25	
Good, Alexander	9.6900	16.50		\$ 158.13			\$ 158.13	
Homrich, Tyler	8.6700	31.75		\$ 271.70			\$ 271.70	
Kennedy, M.				\$ 2,692.30			\$ 2,692.30	
Laitinen, Daniel	8.6700	39.25		\$ 335.88			\$ 335.88	
McGahan, K.	8.6700	27.75		\$ 238.60			\$ 238.60	
McGillen, T.	17.1700	14.00		\$ 240.38			\$ 240.38	
Mitchell, Dean	14.8800	7.75		\$ 114.60			\$ 114.60	
Moynihan, B.	20.6000	71.75		\$ 1,469.35			\$ 1,469.35	
Noechel, J.	20.6000	35.25		\$ 712.05			\$ 712.05	
Olando, Michael	16.0200	34.75		\$ 555.15			\$ 555.15	
Pierson, Lee	9.6900	58.50		\$ 559.93			\$ 559.93	
Sherrill, Cody	14.8800	29.25		\$ 344.40			\$ 344.40	
Shippe, S.	17.1700	50.00		\$ 848.82			\$ 848.82	
Tooman, Brittany	9.6900	49.25		\$ 469.97			\$ 469.97	
Ulrich, C.	17.1700	15.75		\$ 267.03			\$ 267.03	
Weir, M.	22.8900	89.00		\$ 2,018.20			\$ 2,018.20	
Wilson, T.	20.6000	53.25		\$ 1,083.45			\$ 1,083.45	
<b>Total: Fire</b>		<b>1039.50</b>		<b>\$ 19,421.50</b>		<b>\$ -</b>	<b>\$ 19,421.50</b>	
<b>Department</b>	<b>Pay Rate</b>	<b>Reg Hours</b>	<b>O.T. Hours</b>	<b>Reg Pay</b>	<b>O.T. Pay</b>	<b>Misc.</b>	<b>Total Pay</b>	<b>Notes</b>
<b>D.P.W.</b>								
Abramowicz, J.	18.2800	160.00	7.5	\$ 2,907.04	\$ 202.50	\$ 407.98	\$ 3,517.52	COLA & On-call
Archey, Je.	23.1000	160.00	1.00	\$ 3,678.08	\$ 35.15	\$ 343.17	\$ 4,056.40	COLA
Brook, R.	25.0300	160.00	6.00	\$ 3,985.32	\$ 230.88	\$ 613.56	\$ 4,830.76	COLA
Buers, D.	23.0800	160.00		\$ 3,674.88	\$ -	\$ 322.40	\$ 3,997.28	COLA
Dental, F.	19.0600	160.00	22.50	\$ 3,044.64	\$ 836.07	\$ 355.26	\$ 4,035.97	COLA
Jamison, M.	18.7700	160.00		\$ 2,982.48	\$ -	\$ 1,326.12	\$ 4,308.60	COLA & Longevity
Moritz, M.	21.9000	160.00	6.00	\$ 3,486.08	\$ 201.42	\$ 531.70	\$ 4,219.20	COLA & On-call
Paver, V.	21.5000	160.00		\$ 3,422.08	\$ -	\$ 327.98	\$ 3,750.06	COLA
Plasecki, T.	20.2800	160.00	3.50	\$ 3,228.00	\$ 106.47	\$ 340.38	\$ 3,674.85	COLA
Race, J.	17.4900	160.00	15.50	\$ 2,794.01	\$ 406.64	\$ 636.19	\$ 3,836.84	COLA
Valencia, A.	17.0900	160.00	18.00	\$ 2,720.40	\$ 454.68	\$ 609.84	\$ 3,784.92	COLA & On-call
<b>Total: D.P.W.</b>		<b>1,760.00</b>	<b>80.00</b>	<b>\$ 35,924.01</b>	<b>\$ 2,273.80</b>	<b>\$ 5,814.58</b>	<b>\$ 44,012.39</b>	
<b>Department</b>	<b>Pay Rate</b>	<b>Reg Hours</b>	<b>O.T. Hours</b>	<b>Reg Pay</b>	<b>O.T. Pay</b>	<b>Misc.</b>	<b>Total Pay</b>	<b>Notes</b>
<b>W. &amp; W.W.</b>								
Archey, Ju.	18.7700	160		\$ 2,982.48	\$ -	\$ 1,322.40	\$ 4,304.88	COLA & Longevity
Armstrong, C.	18.1900	158	11.50	\$ 2,879.18	\$ 309.29	\$ 627.67	\$ 3,816.14	COLA & On-call
Beason, R.	27.1500	160	8.00	\$ 4,323.84	\$ 335.04	\$ 630.07	\$ 5,288.95	COLA
Blankstrom, D.	16.2200	160	8.50	\$ 2,581.76	\$ 204.83	\$ 602.40	\$ 3,388.99	COLA & On-call
Caramitaro, J.	25.6600	160		\$ 4,071.88	\$ -	\$ 334.18	\$ 4,406.06	COLA
Erdmann, Kevin	18.1900	160	3.00	\$ 2,917.12	\$ 81.86	\$ 672.94	\$ 3,671.92	COLA & On-call
Gehringer, D.	24.9600	160		\$ 3,975.68	\$ -	\$ 340.07	\$ 4,315.75	COLA
Martin, R.				\$ 6,532.26	\$ -	\$ 1,057.29	\$ 7,589.55	COLA & Pay Adj.
Popravsky, P.	20.8200	160		\$ 3,308.24	\$ -	\$ 2,321.76	\$ 5,630.00	COLA, Longevity & Sick Payout
Sahl, L.	10.2000	80		\$ 816.00	\$ -		\$ 816.00	
<b>Total: W. &amp; W.W.</b>		<b>1358.00</b>	<b>31.00</b>	<b>\$ 34,388.24</b>	<b>\$ 931.01</b>	<b>\$ 7,908.78</b>	<b>\$ 43,228.03</b>	
<b>Grand Total</b>		<b>7,918.25</b>	<b>335.00</b>	<b>\$ 217,112.70</b>	<b>\$ 14,537.69</b>	<b>\$ 29,165.24</b>	<b>\$ 260,815.64</b>	

Alexandra Clark  
873 Hearthside St.  
South Lyon, MI 48178

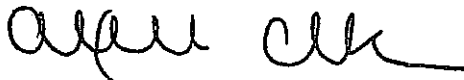
August 2, 2016

Ms. Lynne Ladner  
City of South Lyon  
335 S. Warren Street  
South Lyon, MI 48178

Dear Ms. Ladner,

Unfortunately, due to recent actions, I would like to submit my resignation from the Parks and Recreation Commission. Thank you for the opportunity to volunteer my time and ideas while on the commission.

Thank you,

A handwritten signature in black ink, appearing to read 'Alex Clark', with a long horizontal flourish extending to the right.

Alexandra Clark  
Vice Chair



REVENUE REPORT FOR CITY OF SOUTH LYON  
PERIOD ENDING 07/31/2016

FINANCIAL REPORT FOR JULY 2016

GL NUMBER	DESCRIPTION	2016-17		YTD BALANCE 07/31/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/16 INCR (DECR)	AVAILABLE BALANCE		% B U
		ORIGINAL BUDGET	AMENDED BUDGET			NORM	(ABNORM)	
Fund 101 - GENERAL FUND								
Revenues								
Dept 000.000								
101-000.000-402.000	REAL PROPERTY TAX	3,412,062.00	3,412,062.00	0.00	0.00	3,412,062.00	0.	0.
101-000.000-423.000	SOUTH LYON WOODS TAX	920.00	920.00	495.00	495.00	425.00	53	0.
101-000.000-444.000	PAYMENT IN LIEU OF TAXES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.	0.
101-000.000-446.000	PENALTIES AND INTEREST	7,500.00	7,500.00	0.00	0.00	7,500.00	0.	0.
101-000.000-451.000	BUILDING PERMITS	150,000.00	150,000.00	6,881.00	6,881.00	143,119.00	4.	0.
101-000.000-452.000	HEATING & PLUMB. REFG. PERMI	0.00	0.00	7,961.00	7,961.00	(7,961.00)	100.	0.
101-000.000-453.000	ELECTRICAL PERMITS	0.00	0.00	4,438.00	4,438.00	(4,438.00)	100.	0.
101-000.000-454.000	LICENSES & BUSINESS MISC.	0.00	0.00	150.00	150.00	(150.00)	100.	0.
101-000.000-570.000	STATE SHARED REV.	946,168.00	946,168.00	0.00	0.00	946,168.00	0.	0.
101-000.000-600.000	BOARD OF APPEALS	0.00	0.00	200.00	200.00	(200.00)	100.	0.
101-000.000-630.000	ADMIN FEE PROPERTY TAX	92,047.00	92,047.00	0.00	0.00	92,047.00	0.	0.
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	35,000.00	35,000.00	3,650.00	3,650.00	31,350.00	10.	0.
101-000.000-642.000	POLICE	40,000.00	40,000.00	732.30	732.30	39,267.70	1.	0.
101-000.000-661.000	PARKING VIOLATION	2,500.00	2,500.00	90.00	90.00	2,410.00	3.	0.
101-000.000-662.000	LOCAL COURT FINES	30,000.00	30,000.00	0.00	0.00	30,000.00	0.	0.
101-000.000-664.000	INTEREST	7,000.00	7,000.00	247.64	247.64	6,752.36	3.	0.
101-000.000-664.200	PARK AND REC. INTEREST	0.00	0.00	33.97	33.97	(33.97)	100.	0.
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	0.00	0.00	39.34	39.34	(39.34)	100.	0.
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	150,000.00	150,000.00	20,274.02	20,274.02	129,725.98	13.	0.
101-000.000-668.300	LEASE--ANTENNA	40,000.00	40,000.00	3,484.34	3,484.34	36,515.66	8.	0.
101-000.000-668.400	RENTAL PROPERTIES	8,800.00	8,800.00	762.03	762.03	8,037.97	8.	0.
101-000.000-669.209	CONTRIBUTION-PERPETUAL CARE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.	0.
101-000.000-673.000	SALES OF FIXED ASSETS	0.00	0.00	38,298.05	38,298.05	(38,298.05)	100.	0.
101-000.000-675.600	CULTURAL ARTS REVENUES	4,100.00	4,100.00	0.00	0.00	4,100.00	0.	0.
101-000.000-694.300	PYMT. OF SIDEWALKS BY RESIDEN	20,000.00	20,000.00	0.00	0.00	20,000.00	0.	0.
101-000.000-698.000	MISCELLANEOUS	100,000.00	100,000.00	3,153.85	3,153.85	96,846.15	3.	0.
Total Dept 000.000		5,067,597.00	5,067,597.00	90,890.54	90,890.54	4,976,706.46	1.	0.
TOTAL Revenues		5,067,597.00	5,067,597.00	90,890.54	90,890.54	4,976,706.46	1.	0.

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON  
 PERIOD ENDING 07/31/2016

Page: 1/1

FINANCIAL REPORT FOR JULY 2016

GL NUMBER	DESCRIPTION	2016-17 ORIGINAL BUDGET	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/16 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% B U
Fund 101 - GENERAL FUND							
200.000-ADMINISTRATION		1,272,460.00	1,272,460.00	56,356.46	56,356.46	1,216,103.54	4.
276.000-CEMETERY		101,325.00	101,325.00	5,853.43	5,853.43	95,471.57	5.
295.000-SENIOR TRANSPORTATION		73,920.00	73,920.00	0.00	0.00	73,920.00	0.
300.000-POLICE		2,542,278.00	2,542,278.00	111,754.44	111,754.44	2,430,523.56	4.
335.000-FIRE		464,750.00	464,750.00	21,119.66	21,119.66	443,630.34	4.
346.000-AMBULANCE		2,075.00	2,075.00	0.00	0.00	2,075.00	0.
440.000-DEPT. OF PUBLIC WORKS		877,203.00	877,203.00	30,495.81	30,495.81	846,707.19	3.
690.000-PARKS AND RECREATION		140,775.00	140,775.00	10,147.05	10,147.05	130,627.95	7.
732.000-HISTORICAL DEPOT		30,175.00	30,175.00	2,025.17	2,025.17	28,149.83	6.
800.000-CABLE COMMISSION		2,225.00	2,225.00	0.00	0.00	2,225.00	0.
802.000-CULTURAL ARTS		4,675.00	4,675.00	576.00	576.00	4,099.00	12.
TOTAL Expenditures		5,511,861.00	5,511,861.00	238,328.02	238,328.02	5,273,532.98	4.

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# EXPENDITURE REPORT FOR CITY OF SOUTH LYON

Page: 1/1

PERIOD ENDING 07/31/2016

## FINANCIAL REPORT FOR JULY 2016

GL NUMBER	DESCRIPTION	2016-17 ORIGINAL BUDGET	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/16 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% I
Fund 202 - MAJOR STREETS							
212.000-ACCOUNTANT		4,080.00	4,080.00	0.00	0.00	4,080.00	0.
451.000		41,000.00	41,000.00	0.00	0.00	41,000.00	0.
463.000-STREET-ROUTINE MAINT.		151,710.00	151,710.00	5,382.25	5,382.25	146,327.75	3.
474.000-TRAFFIC SERVICES		14,525.00	14,525.00	332.30	332.30	14,192.70	2.
478.000-SNOW PLOWING		87,500.00	87,500.00	0.00	0.00	87,500.00	0.
479.000-SNOW REMOVAL		3,700.00	3,700.00	0.00	0.00	3,700.00	0.
485.000-TRANSFER BETWEEN FUNDS		146,113.00	146,113.00	0.00	0.00	146,113.00	0.
491.000-STORM SEWER		9,805.00	9,805.00	516.91	516.91	9,288.09	5.
TOTAL Expenditures		458,433.00	458,433.00	6,231.46	6,231.46	452,201.54	1.
Fund 202 - MAJOR STREETS:							
TOTAL EXPENDITURES		458,433.00	458,433.00	6,231.46	6,231.46	452,201.54	1.
Fund 203 - LOCAL STREETS							
212.000-ACCOUNTANT		4,100.00	4,100.00	0.00	0.00	4,100.00	0.
463.000-STREET-ROUTINE MAINT.		145,145.00	145,145.00	5,298.38	5,298.38	139,846.62	3.
474.000-TRAFFIC SERVICES		6,250.00	6,250.00	333.74	333.74	5,916.26	5.
478.000-SNOW PLOWING		71,900.00	71,900.00	16.40	16.40	71,883.60	0.
491.000-STORM SEWER		15,625.00	15,625.00	349.14	349.14	15,275.86	2.
TOTAL Expenditures		243,020.00	243,020.00	5,997.66	5,997.66	237,022.34	2.
Fund 203 - LOCAL STREETS:							
TOTAL EXPENDITURES		243,020.00	243,020.00	5,997.66	5,997.66	237,022.34	2.

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON  
 PERIOD ENDING 07/31/2016

Page: 1/1

FINANCIAL REPORT FOR JULY 2016

GL NUMBER	DESCRIPTION	2016-17 ORIGINAL BUDGET	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/16 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	%
Fund 592 - WATER & SEWER							
540.000-WATER / REPAIR		144,831.00	144,831.00	3,849.48	3,849.48	140,981.52	2
550.000-SEWER / REPAIR		146,850.00	146,850.00	1,999.66	1,999.66	144,850.34	1
555.000-REFUSE COLLECTION		504,000.00	504,000.00	41,858.00	41,858.00	462,142.00	8
556.000-WATER		967,897.00	967,897.00	20,947.85	20,947.85	946,949.15	2
557.000-WASTEWATER		1,883,340.00	1,883,340.00	31,802.53	31,802.53	1,851,537.47	1
TOTAL Expenditures		3,646,918.00	3,646,918.00	100,457.52	100,457.52	3,546,460.48	2

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CHECK REGISTER FOR CITY OF SOUTH LYON  
CHECK DATE FROM 07/14/2016 - 08/04/2016

Page: 1/5

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	Status
Bank 01 GEN FUND CHECKING							
07/14/2016	01	69555	4023	BRUCE ANDROSIAN	7/9/16 FARM MKT MGR FEES	250.00	Cleared
07/14/2016	01	69556	5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL LAB SUPPLIES	13.00 58.50	Cleared Cleared
07/14/2016	01	69557	4068	AT&T	PHONE @ CEMETERY	71.50	Cleared
07/14/2016	01	69558	4069	JUDITH BANKER	CONCERT IN THE PARK - 7/8/16	96.83	Cleared
07/14/2016	01	69559	3935	CIB PLANNING	PLAN REVIEWS & CONSULTANT FEES	650.00	Cleared
07/14/2016	01	69560	3911	CITY OF FARMINGTON*	USE OF GUN RANGE 2/26 & 5/23/16	4,469.00	Cleared
07/14/2016	01	69561	0058	CITY OF SOUTH LYON	WATER BILL	150.00	Cleared
07/14/2016	01	69562	3442	CMC TELECOM, INC.	PHONE SERVICE	50.28	Cleared
07/14/2016	01	69563	3165	CONSUMERS ENERGY^	GAS SERVICE	74.01	Cleared
07/14/2016	01	69564			GAS SERVICE	16.87	Cleared
07/14/2016	01	69565			GAS SERVICE	14.12	Cleared
07/14/2016	01	69566			GAS SERVICE	18.09	Cleared
07/14/2016	01	69567				49.08	Cleared
07/14/2016	01	69568	0283	CORRIGAN OIL CO.	GAS & DIESEL - JUNE 2016 STMT	5,782.62	Cleared
07/14/2016	01	69569	4067	DRUM DANCE RECORDS INC	7/2/16 FARM MKT ENTERTAINMENT	150.00	Cleared
07/14/2016	01	69570	0317	DTE ENERGY	SERVICE 5/25-6/26/16	24,197.72	Cleared
07/14/2016	01	69571			ELECTRIC SERVICE	117.50	Cleared
07/14/2016	01	69572			ELECTRIC SERVICE	90.13	Cleared
07/14/2016	01	69573				207.63	Cleared
07/14/2016	01	69574	6061	MATTHEW EMERY	VIDEO COUNCIL MEETING - 7/11/16	50.00	Cleared
07/14/2016	01	69575	3455	EMPLOYEE HEALTH INSURANCE MGMT	RX FEES	6,961.67	Cleared
07/14/2016	01	69576	0966	KROPP MECHANICAL SERVICE CO.	A/C SERVICE & PARTS	914.21	Cleared
07/14/2016	01	69577	9778	LEXISNEXIS	JUNE 2016 CONTRACT FEE	31.50	Cleared
07/14/2016	01	69578	3375	LOWE'S	SUPPLIES FOR OFFICE WALL & CEILING R	121.18	Cleared
07/14/2016	01	69579	1509	MARTIN'S DO IT BEST	JUNE 2016 STATEMENT	582.78	Cleared
07/14/2016	01	69580	1034	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS TAX - JUNE 2016	412.50	Cleared
07/14/2016	01	69581	2641	OAKLAND COUNTY TREASURER	CORRECTION OF TAX PYMT 21.19.251.001	63.08	Cleared
07/14/2016	01	69582	5183	OAKLAND COUNTY TREASURERS	CLEMIS USAGE & MDC FEES	2,481.00	Cleared
07/14/2016	01	69583			MUGSHOT & LIVE SCAN JULY - SEPT 2016	1,085.50	Cleared
07/14/2016	01	69584				3,566.50	Cleared
07/14/2016	01	69585	3228	OFFICE EXPRESS	PAPER	23.69	Cleared
07/14/2016	01	69586	0462	PETER'S TRUE VALUE HARDWARE	JUNE 2016 STMT	1,647.63	Cleared
07/14/2016	01	69587	1555	PITNEY BOWES	POSTAGE METER REFILL	1,239.00	Cleared
07/14/2016	01	69588	8896	MARK G. POPRAVSKY	PARTS & REPAIR SPRINKLER SYSTEM	989.06	Cleared
07/14/2016	01	69589			START UP SPRINKLER SYSTEM	65.00	Cleared
07/14/2016	01	69590				1,054.06	Cleared
07/14/2016	01	69591	3987	PUMPKINFEST OF THE SOUTH LYON ARE	ONE 10 X 10 BOOTH FEE	50.00	Open
07/14/2016	01	69592	0213	ROAD COMMISSION FOR OAKLAND	TRAFFIC SIGNAL MAINT - JUNE 2016	116.73	Cleared
07/14/2016	01	69593	3948	RUSSELL DESIGN, INC.	PARK & REC MASTER PLAN	5,008.64	Cleared

08/04/2016 10:56 AM

User: Joan

DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON  
CHECK DATE FROM 07/14/2016 - 08/04/2016

Page: 2/5

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	Status
07/14/2016	01	69584	5893	SAFEBUILD MICHIGAN, INC.	JUNE PERMITS	9,099.08	Cleared
07/14/2016	01	69585	3596	THE UPS STORE	LAB EQUIPMENT SHIPPED FOR REPAIR	47.16	Cleared
07/14/2016	01	69586	3984	WOW! BUSINESS	INTERNET & CABLE SERVICE	120.09	Cleared
					PARK SECURITY	62.00	Cleared
					INTERNET SERVICE	46.97	Cleared
07/21/2016	01	69587	1703	AMERICAN WATER WORKS ASSOC*	MEMBERSHIP RENEWAL 9/1/16-8/31/17	229.06	Cleared
07/21/2016	01	69588	4023	BRUCE ANDROSTIAN	7/16 FARM MKT MGR FEES	182.00	Cleared
07/21/2016	01	69589	0364	DOUGLAS BAAKI	POLICE OFFICER CLEANING ALLOWANCE	250.00	Cleared
07/21/2016	01	69590	0708	AUDRA BAKER	POLICE OFFICER CLEANING ALLOWANCE	100.00	Cleared
07/21/2016	01	69591	1110	JARED BAKER	POLICE OFFICER CLEANING ALLOWANCE	100.00	Cleared
07/21/2016	01	69592	3219	RONALD BARBOUR	POLICE OFFICER CLEANING ALLOWANCE	100.00	Cleared
07/21/2016	01	69593	5765	RANDY BIZER	7/16 FARM MKT ENTERTAINMENT	100.00	Open
07/21/2016	01	69594	0309	DENNIS BRIDSON	HEALTH INS REIMBURSEMENT	75.00	Cleared
07/21/2016	01	69595	0465	TRACY BROOKS	POLICE OFFICER CLEANING ALLOWANCE	500.00	Cleared
07/21/2016	01	69596	3697	BILL BYNUM	CONCERT IN THE PARK - 7/15/16	100.00	Cleared
07/21/2016	01	69597	3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION - 7/22/16	675.00	Open
07/21/2016	01	69598	0859	LLOYD COLLINS	POLICE OFFICER CLEANING ALLOWANCE	578.26	Cleared
07/21/2016	01	69599	4073	DETROIT METRO CONV&VISITORS BUREA	MEMBERSHIP DUES	100.00	Cleared
07/21/2016	01	69600	0584	DTE ENERGY	ELECTRIC SERVICE 6/1 - 6/30/16	225.00	Open
07/21/2016	01	69601	1633	CHRISTOPHER FAUGHT	POLICE OFFICER CLEANING ALLOWANCE	173.26	Cleared
07/21/2016	01	69602	4045	FRANK FOGARTY	1/2 DAY B.O.R. - 7/19/16	100.00	Cleared
07/21/2016	01	69603	2545	SEAN S. HOYDIE	POLICE OFFICER CLEANING ALLOWANCE	50.00	Cleared
07/21/2016	01	69604	0557	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTIONS - JULY 2016	100.00	Cleared
07/21/2016	01	69605	3955	JOHNSON, ROSATI, SCHULTZ &	CITY ATTORNEY RETAINER WORK	281.17	Cleared
					LEGAL FEES - MI TAX TRIBUNAL MATTERS	15,885.20	Cleared
					LEGAL FEES - GENERAL LABOR MATTERS	377.00	Cleared
						5,312.00	Cleared
07/21/2016	01	69606	4046	LUANN LYON	1/2 DAY B.O.R. - 7/19/16	21,574.20	Open
07/21/2016	01	69607	4060	JOSEPH MATUZAK	REIMB ONLINE SURVEY	50.00	Cleared
07/21/2016	01	69608	3520	METLIFE - GROUP BENEFITS	DENTAL INSURANCE	26.00	Cleared
07/21/2016	01	69609	0470	MISDU	PAYROLL DEDUCTIONS - 7/22/16	4,998.63	Cleared
07/21/2016	01	69610	4226	BRUCE NUSSBAUM	1/2 DAY B.O.R. - 7/19/16	328.28	Cleared
07/21/2016	01	69611	3004	OBSERVER & ECCENTRIC NEWSPAPER	LEGAL & ELECTION NOTICES	50.00	Cleared
07/21/2016	01	69612	0218	PARKSIDE CLEANERS	RUG CLEANING	840.60	Cleared
07/21/2016	01	69613	5364	PEOPLE'S EXPRESS	JUNE 2016 SR. TRANSPORTATION	43.00	Cleared
07/21/2016	01	69614	2507	R.R.A.S.O.C.	2016/17 CONTRIBUTION	6,160.00	Cleared
07/21/2016	01	69615	1634	TIMOTHY RAAP	POLICE OFFICER CLEANING ALLOWANCE	14,158.75	Cleared
07/21/2016	01	69616	0213	ROAD COMMISSION FOR OAKLAND	COLD PATCH FOR DOROTHY ST PARKING LO	100.00	Cleared
07/21/2016	01	69617	5554	SALEM-SOUTH LYON DISTRICT	TAXES DUE TO LIBRARY	683.82	Cleared
07/21/2016	01	69618	0236	CHRISTOPHER SEDELRUND	POLICE OFFICER CLEANING ALLOWANCE	23,386.12	Open
07/21/2016	01	69619	1007	SOUTH LYON AREA YOUTH	2016/17 CONTRACT	100.00	Open
07/21/2016	01	69620	0461	SOUTH LYON COMMUNITY SCHOOLS	TAXES DUE TO SCHOOLS	13,000.00	Open
07/21/2016	01	69621	2405	CHRISTOPHER SOVIK	POLICE OFFICER CLEANING ALLOWANCE	194,853.68	Cleared
07/21/2016	01	69622	3978	SPARTAN MOTORS, INC	2016 FIRE TRUCK TRAINING CONF. - D B	525.00	Cleared
07/21/2016	01	69623	0831	TONY SROUFE	POLICE OFFICER CLEANING ALLOWANCE	100.00	Cleared
07/21/2016	01	69624	9800	TRAVIS STEVENS	POLICE OFFICER CLEANING ALLOWANCE	100.00	Cleared
07/21/2016	01	69625	0768	JOHN TOMANEK	PLAN #301149 PAYROLL DEDUCTIONS - 7/2	100.00	Cleared
07/21/2016	01	69626	0062	VANTAGEPOINT TRANSFERS		3,604.45	Cleared

08/04/2016 10:56 AM

User: Joan

DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON  
CHECK DATE FROM 07/14/2016 - 08/04/2016

Page: 3/5

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	Status
07/21/2016	01	69627	5925	W.H. GRIFFIN, TRUSTEE	PAYROLL DEDUCTION - 7/22/16	253.85	Cleared
07/21/2016	01	69628	1211	TIMOTHY WALTON	POLICE OFFICER CLEANING ALLOWANCE	100.00	Open
07/21/2016	01	69629	8996	MICHAEL WITTRICK	POLICE OFFICER CLEANING ALLOWANCE	100.00	Cleared
07/28/2016	01	69630	MISC	MIKE BATTISTELLI	UB refund for account: SPKD-000947-0	177.89	Open
07/28/2016	01	69631	4023	BRUCE ANDROSIAN	FARM MKT MGR FEES - 7/23/16	250.00	Open
07/28/2016	01	69632	4234	AVAYA*, INC.	DPW PHONE SYSTEM	17.12	Open
07/28/2016	01	69633	4074	CIVIC RESEARCH SERVICES INC	MEETING FACILITATOR (2X) MHC PLANNIN	500.00	Open
07/28/2016	01	69634	3165	CONSUMERS ENERGY^	GAS SERVICE	14.17	Open
					GAS SERVICE 6/17-7/19/16	52.78	Open
					GAS SERVICE 6/17-7/19/16	283.96	Open
					GAS SERVICE	13.58	Open
					GAS SERVICE	13.58	Open
						391.65	
07/28/2016	01	69635	6115	MARY DEDAKIS	COUNCIL PAY - JULY 2016	180.00	Open
07/28/2016	01	69636	4067	DRUM DANCE RECORDS INC	7/23/16 FARM MKT ENTERTAINMENT	150.00	Open
07/28/2016	01	69637	0317	DTE ENERGY	STREETLIGHTS	8,768.27	Open
07/28/2016	01	69638	6061	MATTHEW EMERY	VIDEO COUNCIL MEETING - 7/25/16	50.00	Open
07/28/2016	01	69639	3455	EMPLOYEE HEALTH INSURANCE MGMT	RX FEES	7,247.52	Open
07/28/2016	01	69640	3963	FRUGE RECORDS LLC	COUNCIL PAY - JULY 2016	650.00	Open
07/28/2016	01	69641	6113	JOHN GALEAS, JR	EMT LICENSE REIMBURSEMENT	220.00	Open
07/28/2016	01	69642	4075	ALEX GOOD	7/22 CONCERT IN THE PARK - CREOLE DU	70.00	Open
07/28/2016	01	69643	3702	MICHAEL KENNEDY	COUNCIL PAY - JULY 2016	14.70	Cleared
07/28/2016	01	69644	2586	GLENN KIVELL	REIMB DONUTS FOR SATURDAY TRAINING	180.00	Open
07/28/2016	01	69645	3398	MICHAEL KRAMER	COUNCIL PAY - JULY 2016	180.00	Open
07/28/2016	01	69646	6114	MARGARET KURTZWELL	COUNCIL PAY - JULY 2016	180.00	Open
07/28/2016	01	69647	6636	LYNNE LADNER	JULY CAR ALLOWANCE	350.00	Open
07/28/2016	01	69648	5183	OAKLAND COUNTY TREASURERS	FRMS FEES -2ND QTR 2016	1,177.96	Open
07/28/2016	01	69649	5426	PHYSIO-CONTROL, INC.	(2) AED UNITS (LESS TRADE-IN)	4,306.50	Open
07/28/2016	01	69650	1199	PNC BANK	WEB HOSTING	35.00	Open
07/28/2016	01	69651	4076	PRINCIPAL FINANCIAL GROUP	VSP VISION INSURANCE	702.38	Open
07/28/2016	01	69652	9065	PROVIDENCE OCCUPATIONAL	RESPIRATOR QUESTIONNAIRE REVIEW	36.00	Open
07/28/2016	01	69653	3756	JOSEPH RYZYI	COUNCIL PAY - JULY 2016	180.00	Open
07/28/2016	01	69654	2215	SINGH HOMES LLC	BLDG BOND REFUND B15227-224 CUYAHOGA	500.00	Open
07/28/2016	01	69655	1732	STANDARD INSURANCE COMPANY	LIFE & DISABILITY PREMIUMS	2,550.19	Open
07/28/2016	01	69656	6049	STATE OF MI MDEQ	S-2 DRINKING WTR CERT EXAM - DENTAI	70.00	Open
					S-1 DRINKING WTR CERT EXAM - ARCHEY	70.00	Open
						140.00	
07/28/2016	01	69657	6033	VISICOM SERVICES, INC.	COMPUTER SERVICES-BACKUP, FILTERING&	3,963.75	Open
					COMPUTER SERVICES, BACKUP, FILTERING	647.66	Open
					COMPUTER SERVICES-BACKUP, FILTERING&	1,660.77	Open
					COMPUTER SERVICES-BACKUP, FILTERING&	4,824.75	Open
						11,096.93	
07/28/2016	01	69658	1378	HARVEY WEDELL	COUNCIL PAY - JULY 2016	180.00	Open
08/01/2016	01	69659	5264	BUSCH'S	ELECTION FOOD	37.45	Open
08/01/2016	01	69660	11102	PRO PIZZA	ELECTION FOOD	240.00	Open
08/01/2016	01	69661	0383	SOUTH LYON VILLAGE BAKERY	ELECTION FOOD	0.00	Open

08/04/2016 10:56 AM  
User: Joan  
DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON  
CHECK DATE FROM 07/14/2016 - 08/04/2016

Page: 4/5

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	Status
VOID REASON: INCORRECT AMOUNT							
08/02/2016	01	69662	0383	SOUTH LYON VILLAGE BAKERY	ELECTION FOOD	60.00	Open
08/03/2016	01	69663	2562	POSTMASTER	REMINDER & SHUTOFF MAILING	172.38	Open
08/04/2016	01	69664	0561	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTIONS - 8/5/16	624.80	Open
08/04/2016	01	69665	5817	JEFFREY ABRAMOWICZ	DPW UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69666	2666	DAVID ALLEN	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69667	0642	RITA ALLEN	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69668	4023	BRUCE ANDROSIAN	7/30/16 FARM MKT MGR FEES	250.00	Open
08/04/2016	01	69669	5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	13.00	Open
08/04/2016	01	69670	5249	JEFF ARCHER	DPW UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69671	3740	CORY ARMSTRONG	WATER DEPT UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69672	4079	LINDA ARMSTRONG	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69673	5374	AT&T MOBILITY	CELL PHONE SERVICE	425.91	Open
08/04/2016	01	69674	2440	RONALD BEASON	WATER DEPT UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69675	6099	VIRGINIA BELL	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69676	4082	CARLY BINS	7/30/16 FARM MKT ENTERTAINMENT	100.00	Open
08/04/2016	01	69677	4051	DEANNA BLANKSTROM	WATER DEPT UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69678	4080	EUDORA BLENDEA	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69679	11083	RONALD BROCK	DPW UNIFORM ALLOWANCE	150.00	Open
08/04/2016	01	69680	0050	DOUG BUERS	DPW UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69681	3749	KRISTEN S. CARROLL	PAYROLL DEDUCTION - 8/5/16	578.26	Open
08/04/2016	01	69682	3186	JAMES CARAMITARO	WATER DEPT UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69683	3935	CIB PLANNING	PLANNING CONSULTANT FEES	6,403.75	Open
08/04/2016	01	69684	5922	FRANCES CODY	ELECTION PAY - 8/2/16	180.00	Open
08/04/2016	01	69685	5923	GERALD CODY	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69686	5312	AUDREY COLLARD	ELECTION PAY - 8/2/16	155.00	Open
08/04/2016	01	69687	6103	MARY CONNELL	ELECTION PAY - 8/2/16	155.00	Open
08/04/2016	01	69688	3165	CONSUMERS ENERGY^	GAS SERVICE	26.09	Open
					GAS SERVICE	56.52	Open
					GAS SERVICE	27.87	Open
08/04/2016	01	69689	3994	SALLY CROUCH	ELECTION PAY - 8/2/16	110.48	Open
08/04/2016	01	69690	5698	JAMES DAVIS	CONCERT IN THE PARK - 7/30/16	150.00	Open
08/04/2016	01	69691	5926	FRED DENTAI	DPW UNIFORM ALLOWANCE	650.00	Open
08/04/2016	01	69692	4083	KATHRYN DIEBEL	MILEAGE ELECTION INSPECTOR TRAINING	240.00	Open
08/04/2016	01	69693	3755	BEVERLY DIXSON	ELECTION PAY - 8/2/16	36.08	Open
08/04/2016	01	69694	4084	BOB DONOHUE	MILEAGE TO (3) MEETINGS	155.00	Open
08/04/2016	01	69695	0584	DTE ENERGY	ELECTRIC SERVICE	74.96	Open
					ELECTRIC SERVICE	430.46	Open
					ELECTRIC SERVICE	194.64	Open
					ELECTRIC SERVICE	640.59	Open
					ELECTRIC SERVICE	185.37	Open
					ELECTRIC SERVICE	118.61	Open
					ELECTRIC SERVICE 5/24-7/25/16	1,115.68	Open
					ELECTRIC SERVICE 6/28-7/28/16	336.47	Open
					ELECTRIC SERVICE 6/23-7/25/16	91.94	Open
08/04/2016	01	69696	6020	KEVIN ERDMANN	WATER DEPT UNIFORM ALLOWANCE	3,113.76	Open
08/04/2016	01	69697	4081	JOSEPH GALLAGHER	ELECTION PAY - 8/2/16	240.00	Open
08/04/2016	01	69698	4041	MARY CATHERINE GALLAGHER	ELECTION PAY - 8/2/16	155.00	Open



08/04/2016 10:56 AM  
User: Joan  
DE: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON  
CHECK DATE FROM 07/14/2016 - 08/04/2016

Page: 5/5

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	Status
08/04/2016	01	69699	5430	DANIEL GEHRINGER	WATER DEPT UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69700	3392	PATRICIA ELLEN GOWAN	ELECTION PAY - 8/2/16	186.00	Open
08/04/2016	01	69701	3580	SUZANNE HERROSCHECK	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69702	2273	JOHN KOPACZ	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69703	2333	CARL KOSKI	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69704	2148	DOROTHY KOSKI	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69705	5221	ELENI KONSTANTINI LAMBRECHT	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69706	4037	LENORE SYLVIA LITWIN	ELECTION PAY - 8/2/16	180.00	Open
08/04/2016	01	69707	1509	MARTIN'S DO IT BEST	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69708	0470	MISDU	SURGE PROTECTORS	21.08	Open
08/04/2016	01	69709	9789	MICHAEL MORITZ	PAYROLL DEDUCTIONS - 8/5/16	322.07	Open
08/04/2016	01	69710	5183	OAKLAND COUNTY TREASURERS	DPW UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69711	5289	VICTOR PAYER	(3) 24X36 DDA MAPS	72.00	Open
08/04/2016	01	69712	3738	TREVOR PIASECKI	DPW UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69713	5141	POLICE OFFICERS ASSOCIATION OF	DPW UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69714	0359	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTIONS - 8/5/16	599.00	Open
08/04/2016	01	69715	5982	JOHN RACE	PAYROLL DEDUCTIONS - 8/5/16	251.25	Open
08/04/2016	01	69716	6102	ROBERT RATCLIFFE	DPW UNIFORM ALLOWANCE	240.00	Open
08/04/2016	01	69717	0213	ROAD COMMISSION FOR OAKLAND	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69718	0055	SAM'S CLUB DIRECT	COLD PATCH	569.85	Open
08/04/2016	01	69719	6100	KATHLEEN SWANSON	BLDG & OFFICE SUPPLIES	889.09	Open
08/04/2016	01	69720	1465	TERMINIX PROCESSING CENTER	ELECTION PAY - 8/2/16	150.00	Open
08/04/2016	01	69721	3675	TOSHIBA FINANCIAL SERVICES	PEST CONTROL - 318 W LAKE	60.00	Open
08/04/2016	01	69722	4085	UNITED STATES TREASURY	COPIER LEASE	84.00	Open
08/04/2016	01	69723	6032	ADOLFO VALENCIA	COPIER LEASES	1,504.15	Open
08/04/2016	01	69724	0062	VANTAGEPOINT TRANSFERS	38-6004651 FORM 720-V 2ND QTR 2016	1,588.15	Open
08/04/2016	01	69725	5925	W.H. GRIFFIN, TRUSTEE	DPW UNIFORM ALLOWANCE	231.19	Open
08/04/2016	01	69726	3081	ELINOR WIKOFF	PLAN 301149 PAYROLL DEDUCTIONS 8/5/1	240.00	Open
08/04/2016	01	69727	3984	WOW! BUSINESS	PAYROLL DEDUCTION - 8/5/16	3,607.39	Open
08/04/2016	01	69728	3834	BRANDON ZIRKLE	ELECTION PAY - 8/2/16	253.85	Open
08/04/2016	01	69729	5361	NANCY ZUFELT	INTERNET SERVICE	150.00	Open
01 TOTALS:					INTERNET SERVICE	35.97	Open
					CABLE BOX	10.00	Open
					FIBER OPTIC NETWORK	710.00	Open
					INTERNET SERVICE.	32.97	Open
					ELECTRICAL INSPECTOR'S PAY - JULY 20	788.94	Open
					ELECTION PAY - 8/2/16	1,817.17	Open
						180.00	Open

(1 Check Voided)  
Total of 174 Disbursements:

428,573.18

08/04/2016 11:07 AM  
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DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  
POST DATES 06/30/2016 - 08/08/2016  
JOURNALIZED  
OPEN

Page: 1/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-035.000	ENGINEERING FEES	HUBBELL, ROTH, & CLARK,	SITE PLAN FEES	5,063.69	
		Total For Dept 000.000		5,063.69	
Dept 200.000 ADMINISTRATION					
101-200.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	112.47	
101-200.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	LAFAYETTE-LIBERTY TO MCHATTIE EARMARK	909.98	
101-200.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	MARTINDALE ESTATES PROJECT CLOSEOUT	133.82	
101-200.000-802.000	CONTRACTUAL SVCS	DUNCAN DISPOSAL SYSTEMS,	DUMPESTER & RECYCLING - AUG 2016	63.13	
101-200.000-900.000	PRINTING	PRINTING SYSTEMS	PRINTING NOMINATING PETITIONS	16.00	
		Total For Dept 200.000 ADMINISTRATION		1,235.40	
Dept 276.000 CEMETERY					
101-276.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	TRACTOR HOOD, HITCH HOOKUP & FLASHLIG	228.91	
101-276.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	TIE ROD - TRACTOR #2	29.50	
101-276.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	BELTS FOR TRACTORS	105.90	
101-276.000-740.000	OPERATING EXPENSE	STONE DEPOT	TOPSOIL	32.40	
101-276.000-802.000	CONTRACTUAL SVCS	JOHN'S SANITATION	PORTA JOHN @ CEMETERY	75.00	
101-276.000-802.000	CONTRACTUAL SVCS	DUNCAN DISPOSAL SYSTEMS,	DUMPESTER & RECYCLING - AUG 2016	76.27	
		Total For Dept 276.000 CEMETERY		547.98	
Dept 300.000 POLICE					
101-300.000-727.000	OFFICE SUPPLIES	OFFICE EXPRESS	DIVIDERS	26.98	
101-300.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	CLEANER	9.35	
101-300.000-740.000	OPERATING EXPENSE	DASH MEDICAL GLOVES	GLOVES	60.90	
101-300.000-740.000	OPERATING EXPENSE	OFFICE EXPRESS	TONER	90.99	
101-300.000-745.000	AMMUNITION	TASER INTERNATIONAL*	TASER CARTRIDGES & TARGET	496.82	
101-300.000-802.000	CONTRACTUAL SVCS	DUNCAN DISPOSAL SYSTEMS,	DUMPESTER & RECYCLING - AUG 2016	38.13	
101-300.000-853.000	CONTRACTUAL SVCS	QUENCH	(2) WATER COOLER RENTALS	216.00	
101-300.000-863.000	TELEPHONE	SUNTEL SERVICES	VOICEMAIL REPAIR SERVICES	55.00	
101-300.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	HEADLIGHT BULB - PD 291	13.57	
101-300.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY & MECHANIC'S TOOLS	13.17	
101-300.000-863.000	VEHICLE MAINTENANCE	GRAINGER	PARTS FOR MECHANIC'S AIR COMPRESSOR	13.78	
101-300.000-863.000	VEHICLE MAINTENANCE	KNAPHEIDE TRUCK EQUIPMEN	MOTOR FOR MECHANIC'S AIR COMPRESSOR	138.37	
101-300.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	DOOR HANDLES T-5 & MISC PARTS E-1	12.54	
101-300.000-863.000	VEHICLE MAINTENANCE	SHARE CORP.	AIR FILTER&MECHANIC'S TOOLS	13.32	
101-300.000-863.000	VEHICLE MAINTENANCE	VICTORY LANE	UNDERCOATING, DEGREASER & DRILL BIT S	33.10	
101-300.000-958.100	WITNESS FEES	CHRISTOPHER KOZIOL	OIL CHANGE - PD291	29.99	
101-300.000-958.100	WITNESS FEES	KYLER KOETS	WITNESS FEES	7.80	
101-300.000-958.100	WITNESS FEES	STEPHEN MANASCO	WITNESS FEES	7.00	
101-300.000-958.100	WITNESS FEES	CHRISTOPHER WAYNE ALEXAN	WITNESS FEES	8.00	
101-300.000-958.100	WITNESS FEES	JOANNA GRAVES	WITNESS FEES	10.00	
101-300.000-958.100	WITNESS FEES	MONICA MIKOLON	WITNESS FEES	8.00	
101-300.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC	WITNESS FEES - 7/27/16	8.00	
101-300.000-977.000	EQUIPMENT	KUSTOM SIGNALS, INC.	CPR BVM	154.68	
101-300.000-977.000	EQUIPMENT	TASER INTERNATIONAL*	(2) WIRED RADAR REMOTE SWITCH	184.90	
			TASER & HOLSTER	999.52	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  
POST DATES 06/30/2016 - 08/08/2016  
JOURNALIZED

Page: 2/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 101 GENERAL FUND					
Dept 300.000 POLICE		CHECKS TO BE APPROVED 8/8/2016	OPEN		
Dept 335.000 FIRE	UNIFORMS & CLEANING ALLOWANCE	APOLLO FIRE EQUIPMENT CO	ALPHA X GLOVES	2,649.91	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	KENSINGTON VALLEY VARSIT	T-SHIRTS	401.13	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	KENSINGTON VALLEY VARSIT	UNIFORM POLO SHIRTS	343.52	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	PRIORITY ONE EMERGENCY	UNIFORMS - L & R CARLINGTON	669.92	
101-335.000-727.000	OFFICE SUPPLIES	GRAINGER	CLEANER, CHAIR MATS, PAPER TOWEL, SUR	99.98	
101-335.000-727.000	OFFICE SUPPLIES	QUILL CORPORATION	PRESENTATION BINDERS	536.95	
101-335.000-740.000	OFFICE SUPPLIES	QUILL CORPORATION	COFFEE SUPPLIES, SHARPIES, TOWELS	133.04	
101-335.000-802.000	OPERATING EXPENSE	PROVIDENCE OCCUPATIONAL	NEW HIRE PHYSICAL - DOBRICK	85.63	
101-335.000-802.000	CONTRACTUAL SVCS	CYNERGY PRODUCTS	QUARTERLY RADIO MAINT	86.00	
101-335.000-802.000	CONTRACTUAL SVCS	DUNCAN DISPOSAL SYSTEMS,	DUMPSITE & RECYCLING - AUG 2016	345.00	
101-335.000-860.000	CONTRACTUAL SVCS	KOORSEN FIRE & SAFETY	ANNUAL AIR SAMPLE & COMPRESSOR MAINT	38.14	
101-335.000-860.000	GAS & OIL	HARRIS OIL CORPORATION	OIL & GREASE	785.00	
101-335.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	HEADLIGHT BULBS - LADDER 1	277.32	
101-335.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY & MECHANIC'S TOOLS	18.98	
101-335.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	CABLE ENDS E-1	7.91	
101-335.000-863.000	VEHICLE MAINTENANCE	GRAINGER	PARTS FOR MECHANIC'S AIR COMPRESSOR	9.96	
101-335.000-863.000	VEHICLE MAINTENANCE	GRAINGER	OUTRIGGER POWER CORD - LADDER 1	8.27	
101-335.000-863.000	VEHICLE MAINTENANCE	GREEN OAK TIRE, INC.	MOTOR FOR MECHANIC'S AIR COMPRESSOR	50.06	
101-335.000-863.000	VEHICLE MAINTENANCE	HALT FIRE INC.	NEW TIRES - ENGINE 2	83.02	
101-335.000-863.000	VEHICLE MAINTENANCE	HARRIS OIL CORPORATION	ELECTRIC CONTROLLER VALVE FOR LADDER	3,512.50	
101-335.000-863.000	VEHICLE MAINTENANCE	HERITAGE-CRYSTAL CLEAN,	OIL & GREASE	1,589.42	
101-335.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS, INC.	USED OIL TOTE	37.86	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	MECHANIC'S SUPPLIES	20.69	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	AIR FILTER&MECHANIC'S TOOLS	22.06	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	HEADLIGHT BULB - LADDER 1	7.99	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	TRANS FLUID W-2 & BULBS E-2	6.89	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	OIL BARREL PUMP	18.46	
101-335.000-863.000	VEHICLE MAINTENANCE	SHARE CORP.	UNDERCOATING, DEGREASER & DRILL BIT S	16.55	
101-335.000-931.000	BUILDING MAINTENANCE	FLOORING YOUR WAY & MORE	CARPET & INSTALLATION	19.85	
101-335.000-931.000	BUILDING MAINTENANCE	HARTLAND ELECTRIC, LLC	EXTERIOR LIGHT REPLACEMENT	1,837.85	
101-335.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,391.75	
101-335.000-977.000	EQUIPMENT	GRAINGER	TOOL BAG & TOOLS FOR 3 APPARATUS	150.20	
				735.54	
				14,347.44	
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	52.44	
101-440.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	12.30	
101-440.000-740.000	OPERATING EXPENSE	INTERSTATE BILLING SERVI	TOOLCAT MOWER WHEEL	124.81	
101-440.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	92.70	
101-440.000-740.000	OPERATING EXPENSE	ARBOR SPRINGS WATER CO.,	WATER COOLER & WATER	349.00	
101-440.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	MOWER & WEED WHIP PARTS	50.21	
101-440.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	MOWER BLADE SET - JD MOWER	259.12	
101-440.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	MOWER PART	21.01	
101-440.000-740.000	OPERATING EXPENSE	CLOVERDALE EQUIPMENT CO	AIR COMPRESSOR REGULATOR	261.98	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  
POST DATES 06/30/2016 - 08/08/2016  
JOURNALIZED  
OPEN

Page: 3/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 101 GENERAL FUND					
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-740.000	OPERATING EXPENSE	GRAINGER	GLOVES	48.18	
101-440.000-740.000	OPERATING EXPENSE	GRAINGER	TRASH CAN LINERS	72.97	
101-440.000-740.000	OPERATING EXPENSE	LAKELAND PRINTING	PRINT FORMS-REQS, POST&TIME OFF REQ.	193.75	
101-440.000-740.000	OPERATING EXPENSE	LB OFFICE PRODUCTS	SOAP & PAPER TOWELS	23.71	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	SAFETY VEST	18.99	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	1ST AID & SAFETY SUPPLIES & GLOVES	159.69	
101-440.000-740.000	OPERATING EXPENSE	TENDER CORPORATION-US	INSECT REPELLENT TOWELETTES	49.50	
101-440.000-802.000	OPERATING EXPENSE	DUNCAN DISPOSAL SYSTEMS,	DUMPSTER & RECYCLING - AUG 2016	119.86	
101-440.000-860.000	CONTRACTUAL SVCS	HARRIS OIL CORPORATION	OIL & GREASE	785.75	
101-440.000-863.000	GAS & OIL	ADVANCE AUTO PARTS	BATTERY & MECHANIC'S TOOLS	136.19	
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERIES FOR T-8	227.58	
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY FOR EXCAVATOR	90.16	
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	FLASHER BULBS - T-12	24.68	
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCED WIRELESS TELECO	2 WAY RADIO & ANTENNA INSTALLED T-10	225.00	
101-440.000-863.000	VEHICLE MAINTENANCE	BADER & SONS CO.	TRACTOR HOOD, HITCH HOOKUP & FLASHLIG	126.74	
101-440.000-863.000	VEHICLE MAINTENANCE	BADER & SONS CO.	TECH MANUAL & PARTS CATALOG - JD1575	300.00	
101-440.000-863.000	VEHICLE MAINTENANCE	C.E.S.	ELECTRICAL CONTACTOR FOR AIR COMPRESS	36.14	
101-440.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	MISC PARTS FOR T-10	70.61	
101-440.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	BLADE CONTROLLER T-12	95.86	
101-440.000-863.000	VEHICLE MAINTENANCE	GRAINGER	PARTS FOR MECHANIC'S AIR COMPRESSOR	23.41	
101-440.000-863.000	VEHICLE MAINTENANCE	GRAINGER	MOTOR FOR MECHANIC'S AIR COMPRESSOR	235.23	
101-440.000-863.000	VEHICLE MAINTENANCE	HAROLD'S FRAME SHOP INC.	FRONT SPRINGS REPLACED T-8	2,580.32	
101-440.000-863.000	VEHICLE MAINTENANCE	HARRIS OIL CORPORATION	OIL & GREASE	107.28	
101-440.000-863.000	VEHICLE MAINTENANCE	HERITAGE-CRYSTAL CLEAN,	USED OIL TOTE	58.62	
101-440.000-863.000	VEHICLE MAINTENANCE	INTERSTATE BILLING SERVI	SENSOR FOR BACKHOE	38.70	
101-440.000-863.000	VEHICLE MAINTENANCE	KNAPHEIDE TRUCK EQUIPME	DOOR HANDLES T-5 & MISC PARTS E-1	117.30	
101-440.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS, INC.	MECHANIC'S SUPPLIES	422.00	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	ANTI FREEZE	47.97	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	AIR FILTER&MECHANIC'S TOOLS	50.27	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	TURN SIGNAL &LIGHTS - T-12	86.36	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	CIRCUIT BOARD T-9	133.54	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	AIR FILTER & RUST TREATMENT	28.28	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	OIL BARREL PUMP	46.89	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	OIL, COOLANT, FUEL & AIR FILTERS	276.53	
101-440.000-863.000	VEHICLE MAINTENANCE	SHARE CORP.	UNDERCOATING, DEGREASER & DRILL BIT S	520.83	
101-440.000-863.000	VEHICLE MAINTENANCE	WOLVERINE TRUCK SALES, I	AIR TANK STRAPS T-2	52.02	
101-440.000-863.000	VEHICLE MAINTENANCE	WOLVERINE TRUCK SALES, I	HEATER DOOR MOTOR & CONTROLLER T-9	702.89	
101-440.000-935.000	NPDES PHASE 2 STORMWATER	HUBBELL, ROTH, & CLARK,	STORM WATER PERMIT ASST	990.08	
101-440.000-974.000	LAND IMPROVEMENTS	HORNET CONCRETE CO. INC.	CONCRETE FOR SIDEWALK REPAIR	215.00	
101-440.000-974.000	LAND IMPROVEMENTS	TERRY SWEENEY & COMPANY	ADA SIDEWALK TIES & CONCRETE REPAIR	330.00	
101-440.000-977.000	EQUIPMENT	LB OFFICE PRODUCTS	CREDENZA (REPLACED)	359.00	
Dept 690.000 PARKS AND RECREATION				11,451.45	
101-690.000-740.000	OPERATING EXPENSE	GRAINGER	TRASH CAN LINERS	218.91	
101-690.000-740.000	OPERATING EXPENSE	GRAINGER	CIGARETTE RECEIPTACLE	75.71	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  
 POST DATES 06/30/2016 - 08/08/2016  
 JOURNALIZED

Page: 4/8

CHECKS TO BE APPROVED 8/8/2016

OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 101 GENERAL FUND					
Dept 690.000 PARKS AND RECREATION					
101-690.000-740.000	OPERATING EXPENSE	HUNT SIGN CO., LTD	"ADDITIONAL PARKING" PARKING LOT SIGN	143.60	
101-690.000-740.000	OPERATING EXPENSE	JOHN'S SANITATION	PORTA JOHN DOOR REPAIR	23.00	
101-690.000-740.000	OPERATING EXPENSE	STONE DEPOT	LIMESTONE	67.50	
101-690.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHNS @ PARKS	290.00	
101-690.000-930.000	REPAIR MAINTENANCE	DEBORD BROS. FENCE CO.	VOLUNTEER PARK FENCE REPAIR	1,250.00	
101-690.000-930.000	REPAIR MAINTENANCE	LB OFFICE PRODUCTS	SOAP & PAPER TOWELS	33.40	
101-690.000-930.000	REPAIR MAINTENANCE	SITONE LANDSCAPE SUPPLY	VOL. PARK SPRINKLER REPAIR PARTS	118.58	
Total For Dept 690.000 PARKS AND RECREATION				2,220.70	
Dept 732.000 HISTORICAL DEPOT					
101-732.000-974.000	LAND IMPROVEMENTS	STONE DEPOT	MULCH	27.00	
Total For Dept 732.000 HISTORICAL DEPOT				27.00	
Total For Fund 101 GENERAL FUND				37,543.57	
Fund 202 MAJOR STREETS					
Dept 463.000 STREET-ROUTINE MAINT.					
202-463.000-930.000	REPAIR MAINTENANCE	SCODELLER CONSTRUCTION I	CRACK SEAL - 9 MILE RD	5,500.00	
202-463.000-930.000	REPAIR MAINTENANCE	COUGAR SALES & RENTAL, I	CONCRETE SCREED & BARS	883.33	
Total For Dept 463.000 STREET-ROUTINE MAINT.				6,383.33	
Total For Fund 202 MAJOR STREETS				6,383.33	
Fund 203 LOCAL STREETS					
Dept 463.000 STREET-ROUTINE MAINT.					
203-463.000-930.000	REPAIR MAINTENANCE	COUGAR SALES & RENTAL, I	CONCRETE SCREED & BARS	883.33	
Total For Dept 463.000 STREET-ROUTINE MAINT.				883.33	
Dept 491.000 STORM SEWER					
203-491.000-740.000	OPERATING EXPENSE	HORNET CONCRETE CO. INC.	CATCH BASIN REPAIR	310.00	
Total For Dept 491.000 STORM SEWER				310.00	
Total For Fund 203 LOCAL STREETS				1,193.33	
Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
280-000.000-740.000	OPERATING EXPENSE	JOHN'S SANITATION	PORTA JOHN @ FARMERS MARKET	85.00	
280-000.000-740.000	OPERATING EXPENSE	JOHN'S SANITATION	PORTA JOHN @ FARMERS MARKET	85.00	
Total For Dept 000.000				170.00	
Total For Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY				170.00	
Fund 401 CAPITAL IMPROVEMENTS					
Dept 451.000					
401-451.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	PONTIAC TRAIL RESURFACING	364.00	
401-451.000-970.000	CAPITOL IMPROVEMENTS+	COUGAR SALES & RENTAL, I	MCHATTIE PARK PARKING LOT IMPR/ICE RI	394.70	
401-451.000-970.000	CAPITOL IMPROVEMENTS+	COUGAR SALES & RENTAL, I	MCHATTIE PARK PARKING LOT IMPR/ICE RI	211.99	
401-451.000-970.000	CAPITOL IMPROVEMENTS+	COUGAR SALES & RENTAL, I	CONCRETE SCREED & BARS	883.34	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  
POST DATES 06/30/2016 - 08/08/2016  
JOURNALIZED

Page: 5/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Chec
Fund 401 CAPITAL IMPROVEMENTS					
Dept 451.000					
401-451.000-970.000	CAPITOL IMPROVEMENTS+	EJ USA, INC.	MCHATTIE PARK PARKING LOT IMPR/ICE RI	1,340.41	
401-451.000-970.000	CAPITOL IMPROVEMENTS+	ETNA SUPPLY	MCHATTIE PARKING LOT IMPR/ICE RINK SU	430.52	
401-451.000-970.000	CAPITOL IMPROVEMENTS+	GEOSHACK	LASER LEVEL - MCHATTIE PARK PARKING L	1,112.95	
		Total For Dept 451.000		4,737.91	
		Total For Fund 401 CAPITAL IMPROVEMENTS		4,737.91	
Fund 509 LAND ACQUISITION					
Dept 000.000					
509-000.000-971.000	LAND	RESIDEX LLC	GRASS SEED	106.00	
509-000.000-971.000	LAND	RESIDEX LLC	GRASS SEED	216.00	
		Total For Dept 000.000		322.00	
		Total For Fund 509 LAND ACQUISITION		322.00	
Fund 592 WATER & SEWER					
Dept 540.000					
592-540.000-930.000	REPAIR MAINTENANCE		REPLACE WATER SERVICE SHUT OFF	103.00	
592-540.000-930.000	REPAIR MAINTENANCE	EJ USA, INC.	WATER MAIN REPAIR PARTS	455.99	
592-540.000-930.000	REPAIR MAINTENANCE	ETNA SUPPLY	WATER MAIN REPAIR PARTS	367.20	
592-540.000-930.000	REPAIR MAINTENANCE	FERGUSON WATERWORKS #338	WATER MAIN REPAIR PARTS	372.76	
		Total For Dept 540.000 WATER / REPAIR		1,298.95	
Dept 550.000					
592-550.000-740.000	OPERATING EXPENSE	JACK DOHENY SUPPLIES INC	VACTOR HOSE & PARTS	154.32	
592-550.000-740.000	OPERATING EXPENSE	RESIDEX LLC	GRASS SEED	432.00	
592-550.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	DOROTHY STREET SANITARY SEWER	14,802.41	
592-550.000-930.000	REPAIR MAINTENANCE	RESIDEX LLC	GRASS SEED	216.00	
		Total For Dept 550.000 SEWER / REPAIR		15,604.73	
Dept 555.000					
592-555.000-818.100	REFUSE COLLECTION	DUNCAN DISPOSAL SYSTEMS,	AUGUST 2016 STATEMENT	41,880.92	
		Total For Dept 555.000 REFUSE COLLECTION		41,880.92	
Dept 556.000					
592-556.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	17.64	
592-556.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	33.17	
592-556.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	12.29	
592-556.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	SAFETY VEST	26.58	
592-556.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	GLOVES & PAPER SUPPLIES	34.23	
592-556.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	TRACTOR HOOD, HITCH HOOKUP & FLASHLIG	25.99	
592-556.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	229.46	
592-556.000-740.000	OPERATING EXPENSE	JCI JONES CHEMICALS INC.	LAB SUPPLIES	72.35	
592-556.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	1ST AID&PAPER SUPPLIES&GLOVES	541.20	
592-556.000-801.111	VULNERABILITY ASSESSMENT	HUBBELL, ROTH, & CLARK,	WATER RELIABILITY STUDY	92.94	
592-556.000-802.000	CONTRACTUAL SVCS	CUMMINS BRIDGEWAY, LLC	WWTP & WTP GENERATOR SEMI-ANNUAL MAIN	5,075.13	
				1,115.40	

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POST DATES 06/30/2016 - 08/08/2016  
JOURNALIZED  
OPEN

Page: 6/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 592 WATER & SEWER					
Dept 556.000 WATER					
592-556.000-802.000	CONTRACTUAL SVCS	DUNCAN DISPOSAL SYSTEMS,	DUMPSITE & RECYCLING ~ AUG 2016	49.05	
592-556.000-860.000	GAS & OIL	HARRIS OIL CORPORATION	OIL & GREASE	129.93	
592-556.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY & MECHANIC'S TOOLS	7.91	
592-556.000-863.000	VEHICLE MAINTENANCE	GRAINGER	PARTS FOR MECHANIC'S AIR COMPRESSOR	8.27	
592-556.000-863.000	VEHICLE MAINTENANCE	GRAINGER	MOTOR FOR MECHANIC'S AIR COMPRESSOR	83.02	
592-556.000-863.000	VEHICLE MAINTENANCE	HARRIS OIL CORPORATION	OIL & GREASE	37.86	
592-556.000-863.000	VEHICLE MAINTENANCE	HERITAGE-CRYSTAL CLEAN,	USED OIL TOTE	20.69	
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS, INC.	MECHANIC'S SUPPLIES	112.82	
592-556.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	AIR FILTER&MECHANIC'S TOOLS	7.99	
592-556.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	TRANS FLUID W-2 & BULBS E-2	53.88	
592-556.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	OIL BARREL PUMP	16.55	
592-556.000-900.000	PRINTING	SHARE CORP.	UNDERCOATING, DEGREASER & DRILL BIT S	19.85	
592-556.000-900.000	BUILDING MAINTENANCE	LAKELAND PRINTING	PRINT FORMS-REQS, PO'S&TIME OFF REQ.	179.38	
592-556.000-931.000	CAPITOL IMPROVEMENTS+	DIXON ENGINEERING INC	WATER TOWER MAINT INSP	2,500.00	
592-556.000-970.000		BADGER METER INC.	(60) 3/4" METER BODIES, COUPLINGS & W	2,730.90	
		Total For Dept 556.000 WATER		13,234.48	
Dept 557.000 WASTEWATER					
592-557.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	17.64	
592-557.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	33.16	
592-557.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	12.30	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	SAFETY VEST	26.57	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	GLOVES & PAPER SUPPLIES	34.23	
592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	30.90	
592-557.000-740.000	OPERATING EXPENSE	BLUETARP FINANCIAL, INC.	PUMP LIFT JACK	88.84	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, INC	WW ANALYSIS	82.50	
592-557.000-740.000	OPERATING EXPENSE	CHEMCO PRODUCTS INC.	POLYMER	3,096.00	
592-557.000-740.000	OPERATING EXPENSE	CHEMTRADE CHEMICALS US L	ALUMINUM SULFATE	5,110.93	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB THERMOMETER	58.00	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB THERMOMETER CALIBRATED	289.98	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	72.35	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	235.90	
592-557.000-740.000	OPERATING EXPENSE	HACH COMPANY	BOD METER REPAIR	340.99	
592-557.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	90.93	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WW ANALYSIS	345.00	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	1ST AID&PAPER SUPPLIES&GLOVES	92.94	
592-557.000-740.000	OPERATING EXPENSE	SHARE CORP.	UNDERCOATING, DEGREASER & DRILL BIT S	258.10	
592-557.000-801.000	PROFESSIONAL SERVICE	ZEP MANUFACTURING CO.	CLEANER/DEGREASER	225.10	
592-557.000-802.000	CONTRACTUAL SVCS	HUBBELL, ROTH, & CLARK,	WASTEWATER TREATMENT PLANT REGULATOR	626.60	
592-557.000-802.000	CONTRACTUAL SVCS	CUMMINS BRIDGEWAY, LLC	WWTP & WTP GENERATOR SEMI-ANNUAL MAIN	1,446.81	
592-557.000-900.000	PRINTING	DUNCAN DISPOSAL SYSTEMS,	DUMPSITE & RECYCLING ~ AUG 2016	49.04	
592-557.000-931.000	BUILDING MAINTENANCE	LAKELAND PRINTING	PRINT FORMS-REQS, PO'S&TIME OFF REQ.	179.37	
592-557.000-931.000	BUILDING MAINTENANCE	DERORD BROS. FENCE CO.	EAGLE HEIGHTS LIFT STATION FENCE REPL	1,750.00	
592-557.000-970.000	CAPITOL IMPROVEMENTS+	KENNEDY INDUSTRIES, INC.	EAGLE HEIGHTS LIFT STATION FLYGT PUMP	6,728.00	
592-557.000-970.000	CAPITOL IMPROVEMENTS+	BADGER METER INC.	(60) 3/4" METER BODIES, COUPLINGS & W	2,730.89	
592-557.000-970.000		COUGAR SALES & RENTAL, I	4" HONDA TRASH PUMP & HOSE	2,425.61	

08/04/2016 11:07 AM  
User: Joan  
DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  
POST DATES 06/30/2016 - 08/08/2016  
JOURNALIZED  
OPEN

Page: 7/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 592 WATER & SEWER Dept 557.000 WASTEWATER 592-557.000-977.000	EQUIPMENT				
		HACH COMPANY	REFRIGERATED SAMPLER UNIT	4,220.20	
		Total For Dept 557.000 WASTEWATER		30,698.88	
		Total For Fund 592 WATER & SEWER		102,717.96	



08/04/2016 11:07 AM  
User: Joan  
DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  
POST DATES 06/30/2016 - 08/08/2016  
JOURNALIZED  
OPEN

Page: 8/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Chec
CHECKS TO BE APPROVED 8/8/2016					
Fund Totals:					
			Fund 101 GENERAL FUND	37,543.57	
			Fund 202 MAJOR STREETS	6,383.33	
			Fund 203 LOCAL STREETS	1,193.33	
			Fund 280 DOWNTOWN DEVE	170.00	
			Fund 401 CAPITAL IMPRO	4,737.91	
			Fund 509 LAND ACQUISIT	322.00	
			Fund 592 WATER & SEWER	102,717.96	
Total For All Funds:				153,068.10	

The above checks have been approved for payment.

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

\_\_\_\_\_  
John Galeas, Jr., Mayor

August 8, 2016

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

RE: Consent and Waiver ~~with respect to~~ Assignment of Contract for Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement dated March 12, 2013 between Duncan Disposal Services, Inc. and City of South Lyon

Dear Members of the Council:

We are pleased to inform you that **Rizzo Environmental Services, Inc** (the "Purchaser") has acquired substantially all of the operating assets of Duncan Disposal Systems, Inc. (the "Company"), including the assignment of the Company's rights and obligations under the Contract to the Purchaser and the Purchaser's full assumption of the Company's obligations thereof (the "Transaction").

Under the Contract, the Company and the Purchaser may be required to obtain ~~your~~ the City of South Lyon's ("City") consent in connection with the Transaction. By execution below, ~~you~~ Company, Purchaser, and City hereby agree as follows:

1. Assignment. Company hereby assigns, transfers and conveys to the Purchaser all of Company's obligations, rights and interests in the Contract.

2. Acceptance and Assumption. Purchaser hereby accepts the Assignment of Company's obligations, rights, and interests in the Contract, and shall be bound by all of the terms of the Contract in Company's place and stead. Purchaser assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Company under the Contract.

3. Consent. ~~You~~ City hereby ~~grant your consent~~ consents to the Transaction (the "Consent") and ~~acknowledge~~ acknowledges that the Contract remains in full effect on the same terms and conditions as existed prior to the closing of the transaction. In connection with the consummation of the Transaction, ~~you~~ City also hereby expressly ~~consent~~ consents to the transfer and/or assignment (whether by operation of law or otherwise) to the Purchaser of, and (to the extent required under the Contract) hereby expressly ~~transfer~~ transfers and ~~assign~~ assigns to the Purchaser, any and all options, extensions, renewals or similar rights of the Company existing under the Contract.

24. Waiver. ~~You~~ City hereby ~~waive~~ waives (the "Waiver") (a) any rights, including, without limitation, any right of termination, cancellation, liquidated damages or acceleration, arising from any breach or event of default by the Company or the Purchaser that may otherwise be available to ~~you~~ City under the Contract as a result of or in connection with the consummation of the Transaction; and (b) any other obligations that may otherwise be required of the Company or the Purchaser under the Contract in connection with the consummation of the Transaction, including any applicable notice period, that have arisen prior to the date hereof.

35. No Further Waiver; No Modification. Notwithstanding anything herein to the contrary, other than as expressly set forth herein with respect to the Transaction, the Company, the Purchaser and ~~you~~ City hereby agree that the provisions of this Consent and Waiver shall not be construed to waive, create, expand, or modify in any respect any right under the Contract with respect to any future transactions or events.

Please execute this Consent and Waiver and return a copy to us by **August 10, 2016**. If you have any questions regarding this matter, please contact **Sam Caramagno at Rizzo Environmental Services at (734) 812-5732**.

Thank you for your assistance in this matter.

Sincerely,

**DUNCAN DISPOSAL SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Thomas L. Duncan  
Title: President

**RIZZO ENVIRONMENTAL SERVICES, INC.**

By: \_\_\_\_\_  
Name: Chuck Rizzo  
Title: President

**ACKNOWLEDGED AND AGREED:**

**City of South Lyon Representative**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

## **Lynne Ladner**

---

**From:** Joe <joseph.ryzyi@yahoo.com>  
**Sent:** Wednesday, August 03, 2016 6:21 PM  
**To:** Lynne Ladner  
**Cc:** Glenn Kivell; mary dedakis; john galeas; madisoncrest@hotmail.com; Harvey Wedell; Mike Kramer; Michael Moore  
**Subject:** Proclamation renaming the ball field in McHattie Park  
**Attachments:** Maddie Doty proclamation.pdf; ATT00001.htm

Lynne,

Please find attached proclamation authorizing the renaming of the ball field in McHattie Park after Maddie Doty

I am asking this Proclamation be placed on the August 8th agenda, and voted on by Council.

Please use this email and the attached proclamation as supporting documentation

Regards,

Joe Ryzyi  
City Councilman

*City of South Lyon  
Office of the Mayor*

**PROCLAMATION**

*WHEREAS, Maddie Doty resided in the city of South Lyon from her birth on April 15<sup>th</sup>, of 2002. Until her passing on this 15<sup>th</sup> day of May, 2016.*

*WHEREAS, Maddie Doty received several awards including: Honor Roll and Ovation Choir Award.*

*Maddie was known for her "free Spirit" determination and Hard Work ethic.*

*NOW THEREFORE, I John Galeas Jr., Mayor of the City of South Lyon on behalf of the City Council and the entire community, do hereby dedicate Baseball field #1 of Mchattie park in honor of Miss. Maddie Doty.*

*In Witness Wherefor, I have hereunto set my hand and caused the Seal of the City of South Lyon, Michigan to be affixed this 8th day of August, 2016.*

\_\_\_\_\_  
John Galeas Jr., Mayor

\_\_\_\_\_  
Michael Kramer, Councilmember

\_\_\_\_\_  
Harvey Wedell, Mayor Pro Tem

\_\_\_\_\_  
Margaret Kurtzwell, Councilmember

\_\_\_\_\_  
Mary Dedakis, Councilmember

\_\_\_\_\_  
Joseph Rzyzi, Councilmember

\_\_\_\_\_  
Glenn Kivell, Councilmember



# AGENDA NOTE

New Business: Item #

**MEETING DATE:** August 8, 2016

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

**AGENDA TOPIC:** Consider creating policies to outline the processes for naming and/or memorializing individuals, businesses, and organizations in or on City facilities, assets, or locations to include the planting of trees or other plant life, decorative items along the walking and bike trail, art installations, city parks, buildings, streets, sports fields, parking lots etc.

**EXPLANATION OF TOPIC:** As the City has adopted the preliminary plan for phase 1 of Volunteer Park and the Parks and Recreation Commission and other groups look to begin fundraising the hope is that they will be able to obtain some corporate sponsorships to assist with the costs of the construction. By creating a policy related to the process for naming and memorializing City facilities, assets etc. when they begin to move forward they will have a defined process and policy in place to allow for fair and consistent application of decisions across the board. The policy would include a process for tracking the location, type of memorial information about the individual, business or organization being memorialized and their contribution to the community.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Enclosed are sample policies that the Parks and Recreation Commission will use at their August meeting to develop the policy. They include policies from Novi, MI, Traverse City, MI, South Lyon Community Schools, Tucson, AZ and Boise, ID

**POSSIBLE COURSES OF ACTION:** Authorize/Reject Parks and Recreation Commission to work with the City Manager on drafting a Policy for Council adoption of policies to outline the processes for naming and/or memorializing individuals, businesses, and organizations in or on City facilities, assets, or locations

**RECOMMENDATION:** Approve the drafting of a policy for consideration

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to Authorize/Reject Parks and Recreation Commission to work with the City Manager on drafting a Policy for Council adoption of policies to outline the processes for naming and/or memorializing individuals, businesses, and organizations in or on City facilities, assets, or locations

08/08/16

**COMMEMORATION AND NAMING NEW FACILITIES**

Growth in the School District mandates the construction of new schools and other facilities.

Parents, students, staff and citizens shall be given the opportunity to submit suggestions for facility names. Possibilities include but are not limited to:

- Naming the facility after an individual who has made a significant contribution to the District or to the youth of our community, and who is no longer affiliated with the District. (Example: Bartlett, Brummer and Dolsen Elementary Schools and the Norm Smith Garage)
- Naming the facility after the area of the District in which it is located. (Example: Kent Lake and Salem Elementary Schools)
- Naming the facility after a quality or concept. (Example: Millennium and Centennial Middle Schools, Challenger, Pioneer, etc.)

Nominations shall be submitted to the Superintendent or his/her designee, who will convene a committee, made up of school staff, Board member(s), parents, a student and community members, to review the nominations and make recommendations to the Board.

A dedication plaque shall be placed in each building. Upon each plaque shall be placed the names of Board officers and trustees who were holding office at the time the construction contracts were awarded, the name of the Superintendent, the architect and the major contractors.

Other options might include:

- Names of Board members and Superintendent when bond issue was voted.
- Names of Board members and Superintendent when building was completed.
- Names of all Board members and Superintendents who may have served during the entire building project.

*Adopted November 16, 1998  
Revised May 20, 2002  
Revised February 2, 2009*



## ADMINISTRATIVE DIRECTIVE

COMMEMORATIVE NAMING OF CITY-OWNED PHYSICAL ASSETS	NUMBER	PAGE
	1.02-19	1 of 3
	EFFECTIVE DATE September 8, 2015	

### I. PURPOSE

This directive establishes policies and procedures specifically for commemorative naming of City of Tucson buildings, roads, parks, and similar physical assets.

### II. POLICY

Commemorative naming requires Mayor and Council approval and shall be based on careful thought and consideration of the background, accomplishments, and local contributions of the individual or group being recognized. The name shall be recognizable by the citizens as fitting and appropriate for the named asset.

### III. DEFINITIONS

- A. **Managing Department/Agency** - City assets are typically occupied, used, and/or managed by one department, the Managing Department. Examples include fire stations, police substations, water pump sites, and recreation facilities. In some instances, that department may accommodate a small segment of another department's operations, as in the case of many small outside uses in Park's recreation facilities. In limited instances, one department serves as the landlord, coordinating the use, utilities, maintenance, and repair of the asset on behalf of all occupants. The primary examples of this include General Services Department/Facilities and Communications Maintenance's management of City Hall and the Thomas O. Price Service Center.
- B. **Functional Name** - Functional names are assigned to physical assets as determined, needed and appropriate by the Managing Department. The functional name enables citizens and City employees to quickly and easily refer to the asset and understand its primary function. Examples include City Hall, Harrison Road Fueling Station, Fire Station #20, and Northwest Bus Maintenance Facility. In the case of City roadways, functional name is the name assigned in conjunction with the Pima County Addressing office.
- C. **Commemorative Name** - In noteworthy situations, a commemorative name is added to an asset specifically acknowledging an individual or group's extraordinary contributions or sacrifices to the development of Tucson and Tucson's culture, spirit, quality of life, or the betterment of the community or the nation. Such acknowledgements provide lasting memories for the community of the honored individual or group. An example is the Patrick Hardesty Midtown Multiservice Center which honors a fallen Tucson Police Officer.





## ADMINISTRATIVE DIRECTIVE

COMMEMORATIVE NAMING OF CITY-OWNED PHYSICAL ASSETS	NUMBER	PAGE
	1.02-19	2 of 3
	EFFECTIVE DATE September 8, 2015	

- D. **Commemorative Name Change** - City assets often endure through use and functional changes and even changes in surrounding neighborhoods. Such changes may lead to proposals to change an asset's commemorative name to better reflect the current situation. Commemorative name changes are processed the same as original naming.
- E. **Physical Asset** - The City's physical assets are reflected in financial tracking and reporting. These include roads and rights-of-way improvements, bridges, land, buildings and installed systems, fiber optic networks, microwave systems, radio systems, water utility piping, pumps, generators, filtration systems, reservoirs, wells, landfills, parks, playgrounds, athletic fields, golf courses, transit centers, and related infrastructure.

### IV. **PROCEDURES**

- A. Parks and Recreation managed assets will be commemoratively named in accordance with Attachment A.
- B. All City of Tucson physical assets not included in paragraph A above are also potential candidates for commemorative naming. Commemorative naming proposals shall be considered in accordance with the following procedures:
1. Anyone may propose consideration of a commemorative name or commemorative name change, by email, memo, or letter addressed to the Director, Chief, or Head of the Managing Department. Requests received by other entities will immediately be referred to the applicable Managing Department. Proposals shall address each of the following factors:
    - a. The individual or group proposed for recognition.
    - b. Recommended specific commemorative name.
    - c. The significance of the individual or group to the development, culture, spirit, and/or longevity of Tucson.
    - d. If renaming, why the previous name is less important to Tucson than the new proposed name.
    - e. Proposed representative(s) of the individual or group to answer any questions, serve as an advocate, and attend an eventual dedication ceremony.



# ADMINISTRATIVE DIRECTIVE

COMMEMORATIVE NAMING OF CITY-OWNED PHYSICAL ASSETS	NUMBER	PAGE
	1.02-19	3 of 3
	EFFECTIVE DATE September 8, 2015	

- f. Why this asset is considered the appropriate manner to acknowledge this particular person or group.
  - g. The proposed funding source for all signs, monuments, plaques, markings, etc., that will display the name. (The proposer is expected to provide funding for such displays that change or are in addition to those signs normally included in the original project.)
2. The Managing Department shall evaluate the proposal to confirm the individual/group and asset is a logical, publicly understandable match and the individual/group is in fact significant to Tucson or our nation. The City Manager will then be notified of the proposal and the Managing Department's intent to proceed.
3. The Managing Department shall facilitate public notifications and appropriate forum(s) for public input and feedback on the proposed commemorative naming.
4. The Managing Department shall work with stakeholders to develop a recommendation, brief the City Manager on the recommendation, then with City Manager concurrence, process the recommended commemorative naming for Mayor and Council consideration and approval.
5. In cases of perceived urgency, the Managing Department will accelerate their consideration and stakeholder interaction and processing as they deem necessary and appropriate.

## Appendices

Attachment A - Parks and Recreation managed assets

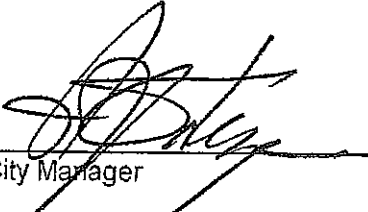
## References

None

## Review Responsibility and Frequency

The General Services Department Director will review this directive as necessary.

## Authorized

  
City Manager

  
Date

Number: 3.2-13

Date Issued: 11/2000

Revised: 12/5/08

TPRC approved:

5/25/11

Fred H. Harg



CITY OF TUCSON  
PARKS AND RECREATION DEPARTMENT  
PROCEDURE AND REGULATION MANUAL

**Subject: Naming of Parks and Other Recreation Facilities**

### Purpose

The purpose of this procedure is to establish the process for naming or renaming of parks and recreation facilities and special interest areas that are managed by the City of Tucson Parks and Recreation Department. The Department's intent is to honor and value the current names of parks and recreation facilities and special interest areas within the system while providing the opportunity to recognize individuals, organizations, historical events, and geographic locations that warrant merit. Careful consideration will be given to all requests prior to initiating a formal petition process. Certain parks and other recreation facilities may not be eligible for this process based upon research and/or historical information discovered by staff in reviewing the request.

Please note: there are **four** parts to this procedure/process as follows:

- a) Attachment "A" – Background Information – For Staff Use Only (*not for public distribution*)
- b) Attachment "B" - "**Application Guidelines and Information Process**" (*public hand-out*)
- c) Attachment "C" - Petition Tracking Sheet \*
- d) Attachment "D" – Petition\*\*

\* Staff use only

\*\*Will be made available only after review and approval of letter of intent.

The complete process for facility naming/renaming can take up to five months.

Staff shall completely review all of the information relating to this procedure prior to distributing Attachment "B".

### Procedure

1. Staff shall provide REQUESTOR Attachment "B" - "**Application Guidelines and Information Process**".
2. Staff shall inform and reassure the requestor that all of the details and information they need to know and the steps they need to follow are included in Attachment "B"- "**Application Guidelines and Information Process**".
3. If requestor has additional questions, staff shall refer him/her directly to the appropriate 1) Park District Administrator or Superintendent(s) or 2) the Director's office. Staff shall provide requestor with accurate telephone numbers and/or email addresses for direct contacts.
4. This procedure may be amended or repealed, in part or in whole by the Tucson Parks and Recreation Commission.



**BACKGROUND INFORMATION – FOR STAFF USE ONLY**  
**NAMING/RENAMING GUIDELINES AND PROCESS**  
**PARKS AND RECREATION FACILITIES AND SPECIAL INTEREST AREAS**

Estimated time frame for complete process is up to 5 months.

Upon receipt of a letter of intent to submit a petition to name/rename a park/facility, the Director/Park District Administrator shall:

1. Review and discuss the request for appropriateness and further advancement of the process.
2. Review the Department Inventory of Parks, Recreation facilities and Special Interest Areas to verify that the park/facility being requested is eligible for naming/renaming based on:
  - ✓ Current name
  - ✓ Historical significance of current name
  - ✓ Significance of the proposed name
  - ✓ Review proposal for adherence to stated criteria and authentication of statements relative to the application/petition
3. If it is determined that the process will continue, Director/Park District Administrator will initiate Mayor and Council notification of the request and Department's initial recommendation.
4. The Department shall initiate a response letter to the requestor advising whether or not the petition process should proceed and an explanation of that direction. If notice to proceed is issued, a petition shall be attached with the pre-described service area and number of signatures required.
5. The number of signatures required is determined by the size of the park as follows:
  - a) Mini Park, (1 acre or less).....25 signatures within .25 mile radius
  - b) Neighborhood facility (1-15 acres).... 50 signatures within .5 mile radius
  - c) Community Park (15-40 acres).... 150 signatures within 1.5 mile radius
  - d) Metro Park (40-200 acres).....300 signatures within 3.0 mile radius
  - e) Regional facility (200+ acres).....500 signatures within 7.0 mile radius
6. Petitions shall be submitted to TPRD within 90 days of receipt of notice to proceed.
7. Within 30 days of receipt of completed petition, TPRD will review and verify petition signatures to ensure established criteria is met. (If petition is incomplete, TPRD shall notify requestor in writing and provide an opportunity to resubmit a completed petition.)
8. Once a petition is approved to continue, the item will be placed on a Tucson Parks and Recreation Commission (TPRC) agenda for review. Requestor will be notified and will then have an opportunity to present petition to TPRC.
9. Within 10 business days of TPRC meeting, TPRD shall initiate a response letter notifying requestor of TPRC decision.
10. Staff shall initiate a Mayor and Council agenda item date and time; requestor will then be notified.
11. Staff shall initiate and forward a Mayor and Council Communication with TPRC recommendation for final action.
12. If the recommendation is approved by Mayor and Council, the corresponding District staff shall assist requestor in coordinating the naming/renaming ceremony.
13. Requestor shall be responsible for all costs associated with signage in accordance with City and TPRD standards. Installation shall be coordinated with TPRD staff.



**"APPLICATION GUIDELINES AND INFORMATION PROCESS"**  
**NAMING/RENAMING OF**  
**PARKS AND RECREATION FACILITIES AND SPECIAL INTEREST AREAS**

---

**I. PROCESS**

The Tucson Parks and Recreation Department (TPRD) of the City of Tucson (COT) accepts and processes requests for the naming or re-naming of parks and recreation facilities. The complete process can take up to five months.

**II. REQUEST ORIGIN**

The naming or changing of names of parks and recreation facilities and special interest areas may originate from the community, staff, the Tucson Parks and Recreation Commission (TPRC), or the COT Mayor and Council in an effort to recognize individuals, families or park locations.

**III. RENAMING**

The intent of naming a facility is for permanent recognition but the name should remain in place for a minimum of 25 years. The TPRD is committed to protecting the names of all parks and amenities in an effort to honor individuals, organizations, historical events and geographic locations. The renaming of parks and recreation facilities and special interest areas must be fully justified and efforts to change a name shall be subject to in-depth examination so as not to diminish the original justification for the name or discount the value of the prior contributors. Please note that some parks and recreation facilities may not be eligible for this process based on research/historical information.

Facilities named after individuals should not be changed unless it is found that the individual's personal character is or was such that the continued use of their name for a parks and recreation facility or special interest area would not be in the best interest of the Tucson community.

**IV. NAMING CRITERIA**

Parks and recreation facilities and special interest areas shall be named in a manner to reflect local community requests and support or to identify a location or area. It is preferred that new parks should be named prior to the beginning of design for development so the area takes on an early identification and allows for proper tracking during the development period.

The following criteria are provided as a guideline for consideration prior to initiating a letter of intent:

- a) Usable park land is donated to COT
- b) A monetary contribution equal to the value of the land for a park, recreation facility, or special interest area is gifted to TPRD
- c) A monetary contribution is made equal to the cost of development of a park, recreation facility, or special interest area
- d) An individual or family is recognized for extraordinary accomplishments or contributions to TPRD. The recommended name must be accompanied by a biographical sketch which shall provide evidence of contributions to the community, park, facility, or park system overall;
- e) When naming after a deceased person or persons, the individual (s) must have contributed in a definitive way to the betterment of the Tucson community and its citizens. Written documentation of approval by next of kin or appropriate family member to be honored (if available/possible) is required as part of the proposal;
- f) A facility may be named after the area in which it is located in or for the geographical features of an area

- g) Properties that are donated to TPRD may be named by deed restriction by the donor
- h) Playfields, playgrounds, picnic areas, ramadas, greenways, linear paths, etc., may be named separately from the park they are in and are subject to the naming process described herein
- i) If the proposed name is that of a service club, lodge, fraternal organization or other institution, the association group must have contributed in a definitive way to the betterment of the Tucson community and its citizens.

**V. SUBMISSION PROCESS**

The first step to the submission process is to initiate a letter of intent to submit a petition requesting a name/change of a park, recreation facility or special interest area. The letter must include sufficient information as to how the proposed name satisfies the criteria of the naming or renaming guidelines.

Letter of intent shall be sent to:

Director/Park District Administrator  
Tucson Parks and Recreation Department  
900 S. Randolph Way  
Tucson, AZ 85716

Letter should include:

- ✓ Current name of park/recreation facility/special interest area
- ✓ Proposed name
- ✓ Address and zip code
- ✓ Name of person submitting letter (Requestor), address, telephone number, and email address.
- ✓ Neighborhood Association name if applicable
- ✓ Provide adequate historical or descriptive information to validate the proposed name so that staff may have a clear understanding and appreciation for the request.

**VI. UPON TPRD RECEIPT OF THE LETTER OF INTENT TO SUBMIT A PETITION:**

1. Staff shall initiate a response letter to the requestor advising whether or not the petition process should proceed and explanation of that direction. If notice to proceed is issued, the petition shall be attached with a pre-described service area for signatures and the number of signatures required based upon the size of the park and service radius per the department's Ten-Year Strategic Services Plan as follows:
  - a) Mini Park, (1 acre or less).....25 signatures within .25 mile radius
  - b) Neighborhood facility (1-15 acres).... 50 signatures within .5 mile radius
  - c) Community Park (15-40 acres)..... 150 signatures within 1.5 mile radius
  - d) Metro Park (40-200 acres).....300 signatures within 3.0 mile radius
  - e) Regional facility (200+ acres).....500 signatures within 7.0 mile radius
2. Petitions shall be submitted to TPRD within 90 days of receipt of the notice to proceed.
3. Within 30 days of receipt of completed petition, TPRD shall review and verify petition signatures to ensure established criteria is met. (If petition is incomplete, TPRD shall notify requestor in writing and provide an opportunity to resubmit a completed petition.)
4. Once a petition is approved to continue, the item shall be placed on a Tucson Parks and Recreation Commission (TPRC) agenda for review. Requestor will be notified and will then have an opportunity to present petition to TPRC.
5. Within 10 business days of TPRC meeting, TPRD shall initiate a response letter notifying requestor of TPRC decision. TPRD shall schedule and notify requestor of Mayor and Council agenda item date and time.
6. If the recommendation is approved by Mayor and Council, the corresponding Park District staff shall assist requestor in coordinating the naming/renaming ceremony.
7. Requestor shall be responsible for all costs associated with signage in accordance with City and TPRD standards. Installation shall be coordinated with TPRD staff.



# PETITION TRACKING SHEET

*For staff use only.*

## NAMING/RENAMING OF PARKS AND RECREATION FACILITIES AND SPECIAL INTEREST AREAS

Current Name of Park /Center/or specific item to be named: \_\_\_\_\_

Address and Zip Code \_\_\_\_\_

Proposed Name (please be specific) \_\_\_\_\_

Name of Association (if applicable): \_\_\_\_\_

Contact Person  
Submitting Petition: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

- ☐ Date of receipt of letter of intent to submit a petition from REQUESTOR: \_\_\_\_\_
- ☐ If it is determined that the process will continue, date of Mayor and Council notification and by whom:  
(Director/District Administrator) \_\_\_\_\_
- ☐ Date of Notice to Proceed (or not): \_\_\_\_\_
- ☐ If yes, number of Signatures required on petition: \_\_\_\_\_
- ☐ Date Petition sent out to Requestor: \_\_\_\_\_
- ☐ Petition 90-Day Due-Date back to TPRD: \_\_\_\_\_
- ☐ Date signed petition was returned to TPRD: \_\_\_\_\_
- ☐ (30 day review process time.)
- ☐ Date placed on TPRC Agenda \_\_\_\_\_
- ☐ REQUESTOR notified of time and date for presentation to TPRC: \_\_\_\_\_
- ☐ Date Requestor Notified of TPRC decision: \_\_\_\_\_
- ☐ Set M/C agenda item Date and time: \_\_\_\_\_
- ☐ Informed Requestor of M/C date and time of meeting: \_\_\_\_\_
- ☐ M/C Communication sent downtown: \_\_\_\_\_
- ☐ Requestor notified of M/C action \_\_\_\_\_

Processed by: \_\_\_\_\_



# **PETITION FOR NAMING OR RENAMING PARKS AND RECREATION FACILITIES AND SPECIAL INTEREST AREAS**

**Date of Petition** \_\_\_\_\_

☐ Name   ☐ Rename   ☐ Park   ☐ Facility/Center   ☐ Special Interest Area

☐ Other \_\_\_\_\_

**Proposed Name** \_\_\_\_\_

**Present Name** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Name of Group/Organization sponsoring petition:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Number of Signatures Required:** \_\_\_\_\_ **Signature Mile Radius Required:** \_\_\_\_\_

**Mayor/Council Review/Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

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CITY OF BOISE

Resolution NO. RES-358-15

BY THE COUNCIL

CLEGG, JORDAN, LUDWIG, MCLEAN,  
QUINTANA, AND THOMSON

**A RESOLUTION APPROVING AND ESTABLISHING A PARK AND FACILITY NAMING POLICY FOR THE DEPARTMENT OF PARKS AND RECREATION; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:**

**Section 1.** That the Park and Facility Naming Policy, a copy of which is attached hereto and incorporated herein by reference, for the City's Department of Parks and Recreation, shall be, and is hereby, approved as to both form and content.

**Section 2.** That the Park and Facility Naming Policy shall be, and is hereby, formally established as an official policy of the Boise City Department of Parks and Recreation.

**Section 3.** That Parks and Recreation Department staff be, and hereby is, authorized and directed to all things reasonably necessary to implement and adhere to the Park and Facility Naming Policy.

**Section 4.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of Boise City, Idaho, on July 28, 2015.

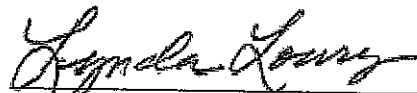
APPROVED by the Mayor of the Boise City, Idaho, on July 28, 2015.

APPROVED:

ATTEST:



David H. Bieter, Mayor



Lynda Lowry, Ex-Officio City Clerk

**PARK AND FACILITY NAMING POLICY**  
**Boise City Department of Parks and Recreation**

**I. Background.** The act of naming a park, trail, natural area, or public recreational facility (each being a City-owned "Asset") is significant and meaningful. A name invokes powerful emotions, creates impressions, and evokes memories of history and events. The naming of an asset is intended to be a permanent act, and must be approached in a thoughtful manner. The name given to an Asset should:

- A. Honor the history of the land and of the area;
- B. Reflect the present character of the land;
- C. Respect the use of the land and our relationship to the land; and
- D. Maintain this honor, reflection, and respect into the future.

**II. Purpose.** This Park and Facility Naming Policy establishes a systematic and consistent approach to use in reviewing and considering names for major Assets.

**III. Authority.** The Boise Parks and Recreation Commission is authorized, by Boise City Code Section 13-01-04, to propose, adopt, promulgate, and ratify rules, regulations, and policies governing the control and regulation of all public park grounds, park and recreation facilities, open space, zoos, and cemeteries in the City.

**IV. Guiding Principles.**

- A. Naming Assets will best serve the interests of the City, and will provide a worthy and enduring legacy for the City's parks and recreation Assets.
- B. Boise Parks & Recreation strives to name Assets to best reflect the significance of a feature and the community it serves, while also providing a worthy and enduring legacy for the Boise City parks and recreation system.
- C. The name given to an Asset must be appropriate to the location and must remain relevant as the community grows and changes.
- D. Proposed names for Trails or Trailhead locations within City-owned open space reserves should be descriptive of the character of the country through which the trail passes. New trails generally will be named for one of the following:
  - 1. A significant point of interest in the vicinity of the trail (i.e., "Chuckar Butte Trail");
  - 2. Local geographical designations in the vicinity of the trail (i.e., "Cottonwood Creek Trail");
  - 3. Local flora or fauna found in the vicinity of the trail (i.e., "Bucktail Trail" or "Bitterbrush Trail"); or
  - 4. A point of historical significance located near the trail (i.e., "Table Rock Quarry Trail").

5. A trail or trailhead may be named after a person (or for people) per section 'V. (Policy) C.' of this policy.

**V. Policy.**

- A. All naming suggestions for Assets shall be reviewed by the Parks and Recreation Commission.
- B. General Standards. In reviewing proposed names, the Commission shall consider whether the proposed name has any or all of the following:
  1. Is appropriate for the Asset being named;
  2. Honors the location and history of the Asset;
  2. Will retain its historical, cultural, or social significance for future generations;
  3. Commemorates places, people, or events of importance to the City, the region, the state, or the nation; and
  4. Has broad public support.
- C. Specific Criteria. The Parks and Recreation Commission shall use the following criteria in reviewing a suggested name for an Asset, depending on the category of name suggested and the type of Asset for which the name is being considered:
  1. Naming an Asset for a Person (or for People). Naming for individuals is limited to those people whose significance and exemplary reputation have been accepted in the history of the City, the state, or the nation.
  2. Naming an Asset for an Historic Event, Person (or People), or Place. When an Asset is associated with or located near events, people, or places of historic, cultural or social significance, consideration will be given to naming that park and/or facility after such events, people, and places. In considering such proposals, the relationship of the event, person, or place to the Asset must be established through research and documentation.
  3. Naming an Asset that Qualifies as a Major Donation. Significant donations may be made to the City, adding considerable value to the City's park and recreation system. The City will consider recognizing significant donations by naming a related new Asset in honor of, or at the request of, the donor(s). The threshold for considering the naming of a related new Asset in honor of, or at the request of, the donor(s) shall be one (1) or more of the following:
    - a. Fee simple ownership of a minimum of thirty percent (30%) of the land required or used for the Asset is donated to the City.
    - b. A minimum of sixty percent (60%) of the costs of designing, developing, and constructing the Asset is donated or contributed to the City.
    - c. An endowment, for a minimum term of twenty (20) years, for the continued maintenance or programming of the Asset, is dedicated to the City.

4. Naming a Capital Project. When a partner organization of the Parks and Recreation Department raises funds for a capital project that will be built within the parks and recreation system, the partner organization may present an integrated naming plan that includes Assets to be named, proposed naming standards, and proposed donation tiers. Approval by the Parks and Recreation Commission shall be a prerequisite to any such integrated naming plan.

**VI. Procedure.** For all Asset naming requests, the following procedure shall be followed:

- A. All naming requests shall be made in writing to the Director of the Department of Parks & Recreation.
- B. All naming requests shall include, at a minimum:
  1. The proposed name;
  2. Reasons in support of the proposed name;
  3. Documentary proof of any broad community support for the proposed name;
  4. A description of the Parks and Recreation Asset for which the name is proposed;
  5. A detailed map, aerial depiction, or land survey showing the location and site or boundaries of the Asset for which a name is being proposed;
  6. Any additional documents, information, or other supporting items requested by staff or by the Parks and Recreation Commission.
- C. If proposing to name an Asset for a person or for people, documentary proof must be included that demonstrates the namesake's exemplary reputation or significant role in the history of the City, the state, or the nation.
- D. Upon receipt of a naming request, the relevant neighborhood association(s) shall be advised of the request and invited to comment.
- E. Each naming proposal will be considered by Parks & Recreation Commission.
- F. The Parks & Recreation Commission will review the proposed name(s), take public comment, and make a recommendation to the Mayor and City Council.
- G. In all cases, the Boise City Council retains authority to:
  1. Accept or decline ownership of the proposed Asset;
  2. Reject the proposed name for the Asset; and
  3. Waive any standard or requirement contained in this policy.



## **CITY OF TRAVERSE CITY NAMING POLICY**

### **FOR PARKS AND OTHER CITY OWNED AND OPERATED FACILITIES**

#### **I. Purpose.**

The purpose of this naming policy is to set forth a uniform procedure and guidelines to be utilized in reviewing naming requests for City owned and operated parks and facilities.

#### **II. Process for a Naming Proposal.**

- A. An application for a naming proposal may be submitted by a City resident, any City board or commission, by resolution, or any person or organization proposing to donate a facility or park, or other significant improvement, or a major financial donation, toward the costs of such park, facility, or improvements.
- B. An application for a naming proposal shall be submitted to the Department of Public Services on an application form provided by the Department of Public Services along with the application fees as may be determined by resolution of the City Commission.
- C. Upon receipt of the application, if applicable, the Department of Public Services shall forward the application to the Neighborhood Association of the neighborhood in which the park or facility is located for its review and comment within 45 days from the date of the application.
- D. The application shall be review by the Department of Public Services and such other departments or units of the City affected for consistency with this Naming Policy.
- E. The application shall be forwarded to the Parks and Recreation Commission along with the Department's recommendation and the affected Neighborhood Association's comments, if any.
- F. The Parks and Recreation Commission shall review the application and hold a public hearing on the proposal with at least 14 days notice of the public hearing published in the local newspaper and make a recommendation to the City Commission to approve or deny the request following the public hearing.
- G. The City Commission shall approve or deny the request at a regular or special meeting of the City Commission.

#### **III. Naming Guidelines.**

A name for a City park or facility should provide some form of individual identity for the site. In considering naming requests the following general criteria should be used to determine whether the proposed name establishes an individual identity for the site and is appropriate for the site:

- A. Whether the proposed name too closely resembles an existing park or facility name.
- B. The function and purpose of the site, the geographic location and features of a site, the distinctive natural or geological features of the site, or the commonly recognized historical significance of a site.
- C. Commonly recognized past names used for the site.
- D. The wishes of the neighborhood in which the site is located.
- E. Parks and facilities may be named for a person or entity subject to the following conditions:
  - 1. If the request is to name a park or a facility for a person, the person must be deceased for a minimum of 2 years.
  - 2. The person or entity must have made a significant positive contribution to society or the community, a contribution to the park or facility without which the park or facility may not exist, or in which the individual's or entity's contributions enhanced a program or facility.
  - 3. Although parks and recreation facilities will not normally be named for living persons, exceptions to this policy may be made by the City Commission on recommendation of the Parks and Recreation Commission when the Commission finds one of the following:
    - a. The person nominated has made a substantial contribution (monetary or service) to the specific park or facility being named.
    - b. The person nominated has made a significant contribution to the community over an extended period of time.
    - c. The person nominated has received national recognition.

The application to name a park or facility after an entity or person shall set forth detailed information providing compelling support for a determination that the person or entity contributed to community or society as required by this Section. The responsibility for the cost of the plaque or monument indicating the name or entity for which the park or facility is named shall be as agreed between the City and the Applicant. The City will have the right to determine the size, style and type of sign for consistency with the current signing system in place.

F. Such other conditions the City Commission may deem appropriate.

G. As a general rule, portions of a park or facility will not have a name other than that of the entirety of the park or facility. Exceptions may be considered where a significant donation is made to sponsor an improvement or remodel to a facility or park in connection with the City's efforts to raise funds for such improvement or remodel or, in some cases, where a significant donation is offered in exchange for the naming of a room in a facility or a recognizably, distinctive portion of a park after a donor or a person or entity of the donor's choosing. Such facilities could also be dedicated in memory of a person and an appropriate plaque indicating such may be dedicated and placed at the facilities.

H. Notwithstanding any other provision of this policy:

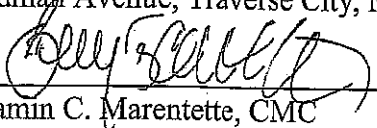
1. A park or facility that has been donated by a person or entity with the condition that the park or facility be named as requested by the person or entity may be so named pursuant to the condition of the donation.
2. A park or facility that has been acquired, improved, or renovated with funds from a grant or gift with the condition that the park or facility be named as required in the grant may be so named pursuant to the terms of the grant or gift.

#### IV. Renaming.

A. Only parks and facilities named for geographic location, outstanding features, or neighborhood should be considered for renaming. Parks that have been named by deed restriction or other agreement shall not be considered for renaming.

B. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community and such renaming is not otherwise prohibited by deed restriction or other agreement.

I hereby certify that the above policy was adopted by the City Commission of the City of Traverse City at its regular meeting of July 18, 2011, held in the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

  
\_\_\_\_\_  
Benjamin C. Marentette, CMC  
City Clerk



## CITY OF NOVI

### PARKS AND RECREATION FACILITIES DONATION ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

This Agreement between the **City of Novi ("City")**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI, 48375, and **Tom Holzer Ford ("Donor")**, whose address is 39300 West Ten Mile Road, Farmington Hills, MI 48335, shall be effective as of the date it has been fully signed ("Effective Date").

#### Recitals:

The City has adopted a Parks and Recreation Facilities Naming Rights Policy that encourages individuals and entities to donate funds to benefit City parks and recreation facilities and that recognizes and acknowledges the spirit and generosity of such donations through an appropriate, City-approved public placement of the name or other message of the donor in connection with designated parks and recreation facilities to which the donation is directed by the donor.

The City's naming rights program is administered by and through the Novi Parks Foundation, a Michigan non-profit and charitable organization.

Donor desires to continue its participation in the City's naming rights program as provided in this Agreement.

#### Agreements:

1. For and in consideration of the naming rights described in this Agreement, Donor agrees to donate the cash sum of \$10,000.00 to the Novi Parks Foundation, payable in two (2) installments of \$5,000.00 each on or before October 31, 2015 and October 31, 2016, with the City to be notified when each installment is received.
2. For and in consideration of the donations described in Section 1, for a three (3) year period beginning on the Effective Date, the Northwest baseball field in the City's Power Park, continue to be named as "Tom Holzer Field". The Donor and City agree that the sign will continue to be displayed with the name at the location established under a prior donation agreement between the parties.
3. The funds donated shall be used in accordance with the September 26, 2005 Agreement between the City of Novi and the Novi Parks Foundation and the City's

Parks and Recreation Naming Rights Policy, and all terms and conditions of the "Regulations Regarding Naming Rights of Parks or Facilities" adopted by the City of Novi as part of the Parks and Recreation Facilities Naming Rights Policy (receipt of which Donor acknowledges) are incorporated in and part of this Agreement by reference.

4. Donor acknowledges that this agreement does not constitute an endorsement of Donor or any products or services of Donor by the City or the Novi Parks Foundation, nor does it entitle Donor to use the City's or the Foundation's name, logo, or trademark in any form or manner or for any purpose without prior approval.

5. The sign that is currently displayed is owned by the City and Donor shall have no authority, responsibility, or liability for its placement, maintenance, condition, or safety, or for any conditions or activities within the City owned property where the sign is located. To the extent of: donations actually made by Donor under this Agreement and allowed by law at the time a claim arises, the City shall indemnify and defend Donor and its owners, officers, employees, and agents from loss, damage, liability, costs, and expenses (including reasonable attorney and expert witness fees and costs), for claims arising from the directly attributable to the placement, maintenance, condition, or safety of the sign described in and during the term of this Agreement.

6. This Agreement is not assignable without express approval of the City and constitutes the entire agreement between the parties.

#### **Donor Information**

Name: Tom Holzer Ford  
Address: 39300 West Ten Mile Road, Farmington Hills, MI 48335  
Telephone: (248) 474-1234  
Facsimile: (248) 474-6121  
Contact: Dennis Rekuc

The term of this agreement shall be from October 31, 2015, to October 31, 2018.

DONOR, TOM HOLZER FORD

By: \_\_\_\_\_

Its: \_\_\_\_\_

This Agreement was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, the authorized representative of Donor, who states that he/she signed this document of his/her own free will on behalf of Donor.

\_\_\_\_\_  
Notary Public

CITY OF NOVI

By: \_\_\_\_\_

Its: \_\_\_\_\_

This Agreement was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, the authorized representative of Donor, who states that he/she signed this document of his/her own free will on behalf of Donor.

\_\_\_\_\_  
Notary Public

# AGENDA NOTE

**MEETING DATE:** August 8, 2016

**PERSON PLACING ITEM ON AGENDA:** Lori Mosier, Bookkeeper

**AGENDA TOPIC:** Budget Amendments

**EXPLANATION OF TOPIC:** Budget amendment for FYE 2017 and a correction

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Budget spreadsheets and explanation

**POSSIBLE COURSES OF ACTION:** Approve/Reject the proposed budget amendment and correction

**RECOMMENDATION:** Approve the budget amendment and correction

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the budget amendments and correction.

08/08/2016

## **General Fund**

### **Revenues**

673.000 Sale of Fixed Assets—Increase of \$38,683 due to the sale of 3 Police department vehicles and 1 Fire Department engine

### **Summary of Expenditures**

Historical Department—Increase of \$29,825 due to inaccurate formula in spreadsheet

### **Water & Sewer**

452-801 Professional Svcs.—Increase of \$45,000 being moved from Capital Outlay in Sewer Department for the Dorothy Street sanitary sewer project

452-802 Contractual Svcs.—Increase of \$265,000 being moved from Capital Outlay in Sewer Department for the Dorothy Street sanitary sewer project

<b>101 GENERAL FUND REVENUES</b>						
Amended 8/8/2016						
Revenue	Description	Audit 2014-2015	Adopted 2015-2016	Amended 2015-2016	Proposed 2016-2017	Proposed 2017-2018
	<b>TAXES</b>					
402	Current Property Tax (10.3662)	3,076,806	3,355,935	3,355,935	3,412,062	3,481,042
423	Mobile Home Park	1,395	920	920	920	920
444	Service fee in lieu of taxes		1,500	1,500	1,500	1,500
446	Penalties and interest	7,604	30,000	30,000	7,500	7,500
	<b>Total</b>	<b>3,085,805</b>	<b>3,388,355</b>	<b>3,388,355</b>	<b>3,421,982</b>	<b>3,490,962</b>
451	<b>LICENSES &amp; PERMITS</b>	86,653	150,000	150,000	150,000	150,000
	<b>Total</b>	<b>86,653</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>
	<b>INTERGOVERNMENTAL REVENUES</b>					
570	State Shared Revenues	918,718	954,210	954,210	946,168	946,168
570-1	State Shared Revenues-Mid Decade					
571	Federal Grant-DNR					
	<b>Total</b>	<b>918,718</b>	<b>954,210</b>	<b>954,210</b>	<b>946,168</b>	<b>946,168</b>
	<b>CHARGES FOR SERVICES</b>					
630	Property Tax Admin Fees	91,500	92,047	92,047	92,047	92,047
634	Grave Openings & Foundations	40,540	30,000	30,000	35,000	35,000
635	W & S Administration					
668.4	Property Rentals	8,965	8,800	8,800	8,800	8,800
668-3	Lease-Antenna	38,026	50,000	50,000	40,000	40,000
668-2	Property Rental-Cable	151,215	144,900	144,900	150,000	150,000
	<b>Total</b>	<b>330,245</b>	<b>325,747</b>	<b>325,747</b>	<b>325,847</b>	<b>325,847</b>
	<b>FINES &amp; FORFEITURES</b>					
661	Parking Violations	1,995	2,500	2,500	2,500	2,500
662	Local Court Fines	29,353	25,000	25,000	30,000	30,000
	<b>Total</b>	<b>31,348</b>	<b>27,500</b>	<b>27,500</b>	<b>32,500</b>	<b>32,500</b>
	<b>MISCELLANEOUS REVENUES</b>					
642	Police Miscellaneous	54,879	40,000	40,000	40,000	40,000
664	Interest Income	7,317	6,000	6,000	7,000	7,000
669-209	Contribution-Perpetual Care	79,530	20,000	20,000	20,000	20,000
675.6	Donations to Cultural Arts Comm	6	1,000	1,000	4,100	1,000
694.3	Payment of Sidewalk by Resd.				20,000	20,000
699	Transfer from other Funds					
692	Grant Money					
698	Miscellaneous	90,161	125,000	125,000	100,000	100,000
698.2	Proceeds from Long-term					
698.6	Grant Monies - Fire Dept.					
	Grant Monies - Police Dept.					
673	Sale of Fixed Assets				38,683	
	<b>Total</b>	<b>231,894</b>	<b>152,000</b>	<b>152,000</b>	<b>229,783</b>	<b>148,000</b>
	<b>TOTAL REVENUES</b>	<b>4,684,662</b>	<b>4,997,812</b>	<b>4,997,812</b>	<b>5,106,280</b>	<b>5,093,477</b>
	<b>BEGINNING FUND BALANCE</b>	<b>3,572,238</b>	<b>3,497,496</b>	<b>3,497,496</b>	<b>2,708,518</b>	<b>2,302,937</b>
	<b>TOTAL REVENUES AVAILABL</b>	<b>8,256,900</b>	<b>8,495,308</b>	<b>8,495,308</b>	<b>7,814,798</b>	<b>7,396,414</b>
	<b>TOTAL EXPENDITURES</b>	<b>4,759,404</b>	<b>5,852,143</b>	<b>5,786,790</b>	<b>5,511,861</b>	<b>5,614,520</b>
	<b>ENDING FUND BALANCE</b>	<b>3,497,496</b>	<b>2,643,165</b>	<b>2,708,518</b>	<b>2,302,937</b>	<b>1,781,894</b>
	<b>Fund Balance %</b>	<b>73%</b>	<b>45%</b>	<b>47%</b>	<b>42%</b>	<b>32%</b>

GENERAL FUND OPERATION						
SUMMARY OF EXPENDITURES						
Amended 8/8/2016						
Expenditure	Description	Audit 2014-2015	Adopted 2015-2016	Amended 2015-2016	Proposed 2016-2017	Proposed 2017-2018
200	Administration	994,579	1,268,692	1,203,339	1,272,460	1,301,686
276	Cemetery	88,958	91,125	91,125	101,325	98,340
295	Public Transportation	70,356	72,480	72,480	73,920	75,400
300	Police	2,211,737	2,451,146	2,451,146	2,542,278	2,587,403
335	Fire	508,706	998,090	998,090	464,750	507,685
346	Ambulance	2,159	2,075	2,075	2,075	2,075
440	Public Works	729,164	806,725	806,725	877,203	870,556
690	Parks & Recreation	128,638	129,785	129,785	140,775	136,600
732	Historical	24,642	30,275	30,275	30,175	30,175
800	Cable	-	-	-	2,225	1,275
802	Cultural Arts	465	1,750	1,750	4,675	3,325
	Transfers to other funds					
	Contingencies					
	<b>Totals</b>	<b>4,759,404</b>	<b>5,852,143</b>	<b>5,786,790</b>	<b>5,511,861</b>	<b>5,614,520</b>

<b>592 WATER AND SEWER OPERATIONS</b>						
<b>EXPENDITURES</b>						
Amended 8/8/2016						
Expenditure	Description	Audit 2014-2015	Adopted 2015-2016	Amended 2015-2016	Proposed 2016-2017	Proposed 2017-2018
<b>452</b>	<b>Water/Sewer Construction</b>					
801	Professional Service	3,966				
801-1	Professional Service -				45,000	
802	Contractual Service					
	Contractual Service -Theater Alley				265,000	
	Contractual Service -					
	<b>SUBTOTAL</b>	<b>3,966</b>	<b>-</b>	<b>-</b>	<b>310,000</b>	<b>-</b>
<b>556</b>	<b>Water Distribution System</b>					
702	Wages/Salaries	209,476	224,000	224,000	230,562	235,171
715-720	Fringe Benefits	129,469	142,000	142,000	145,252	148,157
721	Uniforms	2,459	3,100	3,100	3,200	3,200
727	Office Supplies	847	1,400	1,400	1,400	1,400
740	Operating Expense	48,350	48,000	48,000	51,000	51,000
801	Professional Service	5,650	8,000	8,000	17,000	8,000
801-111	Vulnerability Assessment		21,000	21,000	2,500	2,500
801-211	Wellhead Protection	3,083	4,000	4,000	8,000	4,000
802	Contractual Services	3,443	27,683	27,683	29,683	29,683
807	Auditor	11,778	12,000	12,000	12,000	12,000
820	Computer	2,658	2,000	2,000	2,000	2,000
830	Memberships & Dues	488	850	850	850	850
853	Telephone	2,347	3,100	3,100	3,100	3,100
860	Gas & Oil	5,229	6,500	6,500	8,200	8,200
861	Transportation/Mileage	142	250	250	250	250
863	Vehicle Maintenance	12,886	16,200	16,200	16,500	16,500
900	Printing	111	1,000	1,000	1,000	1,000
910	Insurance & Bonds	12,588	9,000	9,000	13,400	13,666
920	Utilities	98,137	110,000	110,000	110,000	110,000
931	Building Maintenance	19,634	46,000	46,000	66,000	50,000
957	Education & Training	918	3,000	3,000	3,000	3,000
962	Miscellaneous Expense	1,369	11,000	11,000	11,000	9,000
968	Depreciation Expense	697,795				
969-306	Transfer to Debt Fund		288,477	288,477	155,000	155,000
970	Capital Outlay	293	36,500	36,500	71,000	36,500
977	Equipment Miscellaneous		6,000	6,000	6,000	170,000
	<b>SUBTOTAL</b>	<b>1,269,149</b>	<b>1,031,060</b>	<b>1,031,060</b>	<b>967,897</b>	<b>1,074,177</b>
<b>540</b>	<b>Water Repair</b>					
702	Wages/Salaries	8,400	52,000	52,000	48,500	48,500
715-720	Fringe Benefits	12,629	31,200	31,200	26,931	26,931
740	Operating Expense	1,354	5,100	5,100	5,100	5,000
801	Professional Service		1,200	1,200	1,200	1,200
802	Contractual Services	1,162	500	500	500	500
861	Transportation/Mileage		100	100	100	100
930	Repairs & Maintenance	19,614	22,000	22,000	18,000	17,000
940	Equipment Charges	35,000	39,500	39,500	39,500	39,500
956	Miscellaneous Expense	4,946	5,000	5,000	5,000	5,000
957	Education & Training		1,500	1,500		
	<b>SUBTOTAL</b>	<b>83,105</b>	<b>158,100</b>	<b>158,100</b>	<b>144,831</b>	<b>143,731</b>



<b>592 WATER AND SEWER OPERATIONS</b>						
<b>EXPENDITURES</b>						
Amended 8/8/2016		<b>Audit</b>	<b>Adopted</b>	<b>Amended</b>	<b>Proposed</b>	<b>Proposed</b>
<b>Expenditure</b>	<b>Description</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
<b>592 WATER AND SEWER OPERATIONS</b>						
<b>EXPENDITURES</b>						
<b>557 Wastewater System</b>						
702	Wages/Salaries	353,741	371,780	371,780	360,500	368,000
715-720	Fringe Benefits	183,005	223,068	223,068	216,300	231,840
721	Uniforms	969	3,100	3,100	3,100	3,100
727	Office Supplies	834	1,200	1,200	1,200	1,200
740	Operating Expense	130,783	114,000	114,000	123,000	123,000
801	Professional Service		8,000	8,000	8,000	9,000
802	Contractual Services	25,271	42,883	42,883	43,000	45,000
807	Auditor	10,552	10,500	10,500	10,000	10,000
820	Computer	1,651	1,500	1,500	1,500	1,500
830	Memberships & Dues	314	500	500	500	500
853	Telephone	3,658	3,100	3,100	3,300	3,300
860	Gas & Oil	4,500	6,100	6,100	6,100	6,100
861	Transportation & Mileage	302	250	250	250	250
900	Printing	111	800	800	800	800
910	Insurance & Bonds	12,183	11,050	11,050	13,000	13,000
920	Utilities	246,872	240,000	240,000	230,000	230,000
931	Building Maintenance	66,775	92,000	92,000	118,000	97,500
957	Education & Training	1,120	3,000	3,000	3,000	3,000
962	Miscellaneous Expense	3,714	12,000	12,000	11,800	11,800
968	Depreciation Expense	697,795				
969	Transfer to Debt Fund		278,436	278,436		
970	Capital Outlay		110,000	110,000	130,990	50,000
977	Equipment Miscellaneous	334	10,000	10,000	10,000	10,000
988	Pre-Paid Financial Cost					
998	Replacement Wastewater					
<b>SUBTOTAL</b>		<b>1,744,482</b>	<b>1,543,267</b>	<b>1,543,267</b>	<b>1,294,340</b>	<b>1,218,890</b>
<b>550 Sanitary Sewer Repair</b>						
702	Wages/Salaries	36,092	50,000	50,000	40,000	40,000
715-720	Fringe Benefits	11,438	30,000	30,000	25,850	25,850
740	Operating Expense	3,274	5,000	5,000	9,500	9,500
801	Professional Services		500	500	500	500
802	Contractual Services		500	500	500	500
930	Repairs & Maintenance	7,394	15,000	15,000	32,000	32,000
940	Equipment Charges	29,000	38,000	38,000	32,000	32,000
956	Miscellaneous	4,829	6,500	6,500	6,500	5,000
<b>SUBTOTAL</b>		<b>92,027</b>	<b>145,500</b>	<b>145,500</b>	<b>146,850</b>	<b>145,350</b>
<b>555 Solid Waste Collection</b>						
818	Refuse Collection	495,002	490,000	490,000	504,000	504,000
<b>SUBTOTAL</b>		<b>495,002</b>	<b>490,000</b>	<b>490,000</b>	<b>504,000</b>	<b>504,000</b>
<b>TOTAL</b>		<b>3,687,731</b>	<b>3,367,927</b>	<b>3,367,927</b>	<b>3,367,918</b>	<b>3,086,148</b>

# **SOUTH LYON POLICE DEPARTMENT**

*Lloyd T. Collins*  
Chief



## **Memorandum**

**To:** Honorable Mayor Galeas and City Council Members

**From:** Chief Lloyd T. Collins (Interim City Manager)

**Subject:** 2016 Pumpkinfest Run

**Date:** July 28, 2016

I have received a permit request for the above-mentioned event. I reviewed the proposed route, which is similar to previous years. The event is scheduled to begin at 9:55 a.m. on Saturday, September 24, 2016. It will conclude by 10:45 a.m.

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

The planned event will be held in conjunction with the Pumpkinfest Parade. The Police Department will provide support for the event, as well as for the Pumpkinfest Parade.

I am requesting City Council consideration of the Pumpkinfest Run at the meeting of August 08, 2016.

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

# AGENDA NOTE

New Business: Item #

**MEETING DATE:** August 8, 2016

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

**AGENDA TOPIC:** Pumpkinfest Run

**EXPLANATION OF TOPIC:** The South Lyon High School Track and Field Team has requested authorization to conduct their annual Pumpkinfest Run at 9:55 a.m. on Saturday, September 24, 2016. The event will be held in conjunction with the Pumpkinfest Parade, and no additional road closures are required.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

Parade/Demonstration application, memo from Chief Collins

**POSSIBLE COURSES OF ACTION:** Approve/Do Not Approve the request.

**RECOMMENDATION:** Approve the request.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the application for the Pumpkinfest Run at 9:55 a.m. on Saturday, September 24, 2016.

08/08/16



# SOUTH LYON POLICE DEPARTMENT

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

Witch's Hat Run

## PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: 6-24-16 Requested Date of Event: Sept 10, 2016  
Applicant / Contact's Name: Scott Smith PH #: 248-207-5135  
Applicant Address: Physical Address: 9734 Silverstone Dr., South Lyon, MI 48178  
\* Mailing Address: P.O. Box 17, South Lyon, MI 48178  
Business / Organizations Name (if Applicable): South Lyon High School Boys Cross Country  
Bus. Ph#: 248-573-8150 Bus. Address: 1000 N. Lafayette, South Lyon, MI 48178  
President / CEO (Responsible for Event): Scott Smith - Coach Direct Ph#: 248-207-5135  
Mike Tegen - Athletic Director 248-388-5360  
Parade START Time: \_\_\_\_\_ a.m. / p.m. Parade END Time: \_\_\_\_\_ a.m. / p.m.  
Approximate Number of PERSONS: 400 Organization Names: Runners  
Approximate Number of VEHICLES: 12 Types of Vehicles: 3 Lead cars and 3 Sweep Cars  
3 Lead bikes and 3 Sweep Bikes  
Approximate Number of ANIMALS: 0 SPECIFIC Animals: \_\_\_\_\_  
Amount of space to be maintained between and /all units in Parade: \_\_\_\_\_  
Route to be traveled (Include Street Names and Turning Directions): Please See Attached Page

Scott Smith  
Applicant's SIGNATURE

Mike Tegen  
Responsible Party's SIGNATURE  
Scott Smith Coach Mike Tegen A.D.

APPROVED [✓]

DENIED [ ]

Lloyd T. Collins  
Lloyd T. Collins, Chief of Police

07/29/16

South Lyon Police Department

Parade/Demonstration Permit page 2

Witch's Hat Run Routes

8:15 Start End Time about 10:45 AM 13.1 Mile Race

#1

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

9:15 Start End time about 10:45 AM 6.2 Mile Run

#2

Start at South Lyon High School on Eleven Mile Rd. where the bus loop driveway meets 11 Mile Rd. (the east side of the high school). Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn Left on Arrow. Turn Left (North) at Martindale (crossing Martindale). Just north of Eleven Mile the runners pick up the bike path that borders Martindale heading North. Turn right on the bike path and take it all the way to Travis. Left on Travis. Left on Martindale. Right on the bike path that heads back to South Lyon High School (crossing Eleven Mile Rd). Turn right onto the bike path spur that heads west behind the baseball diamonds on the south side of South Lyon High School. The run ends on the bike path spur close to Pontiac Trail.

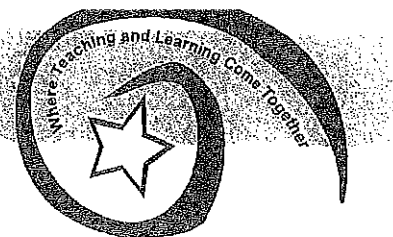
9:30 Start End time about 10:30 AM 3.1 Mile Run/Walk

#3

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

# South Lyon Community Schools

345 South Warren • South Lyon, Michigan • 48178



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

Event Name: Witch's Hat Run (9/10/2016)

Event Name: Pumpkinfest Run (9/24/2016)

To Whom It May Concern:

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

Sincerely,

James Graham  
Asst. Supt. For Business and Finance

Date

## Mission Statement

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

# CERTIFICATE OF INSURANCE

Producer

**JET SEG**

415 W. Kalamazoo Street  
Lansing, MI 48933

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

Insured

**South Lyon Community Schools**

345 S Warren  
South Lyon, MI 48178-1358

**A** MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-00474-201511	11/1/15	11/1/16	BI & PD COMBINED OCCURRENCE  BI & PD COMBINED AGGREGATE  PERSONAL INJURY OCCURRENCE  PERSONAL INJURY AGGREGATE	\$1,000,000  N/A  \$1,000,000  N/A

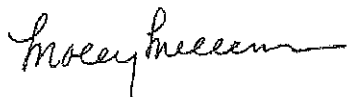
**DESCRIPTION** The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers are hereby added as additional insureds but only as respects to the activities performed by or on behalf of the named Insured as it represents the District's Witch's Hat Run being held September 10, 2016.

CERTIFICATE HOLDER

City of South Lyon  
325 South Warren St  
South Lyon, MI 48178

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



MOLLY MELLEMA  
PROPERTY/CASUALTY DEPARTMENT

Date June 24, 2016

# **AGENDA NOTE**

New Business: Item #

**MEETING DATE:** August 8, 2016

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

**AGENDA TOPIC:** Fall Witch's Hat Run

**EXPLANATION OF TOPIC:** The South Lyon High School Cross Country Team has requested authorization for their annual Fall Witch's Hat Run at 8:15 a.m. on Saturday, September 10, 2016.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

Parade/Demonstration Application, Road Closure Approval, Memo from Chief Collins

**POSSIBLE COURSES OF ACTION:** Approve/Do Not Approve the request.

**RECOMMENDATION:** Approve the request.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to Resolve That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Fall Witch's Hat Run on September 10, 2016 and the related road closures:

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

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

08/08/16



## **APPROVAL OF ROAD CLOSURES**

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

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Fall Witch's Hat Run on September 10, 2016 and the related road closures:

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

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

### **VOTE:**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of August 8, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton  
City Clerk/Treasurer



# SOUTH LYON POLICE DEPARTMENT

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

Witch's Hat Run

## PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: 6-24-16

Requested Date of Event: Sept 10, 2016

Applicant / Contact's Name: Scott Smith

PH #: 248-207-5135

Applicant Address: Physical Address: 9734 Silverbrook Dr., South Lyon, MI 48178

\* Mailing Address: P.O. Box 17, South Lyon, MI 48178

Business / Organizations Name (if Applicable): South Lyon High School Boys Cross Country

Bus. Ph#: 248-573-8150 Bus. Address: 1000 N. Lafayette, South Lyon, MI 48178

President / CEO (Responsible for Event): Scott Smith - Coach Direct Ph#: 248-207-5135

Mike Tegen - Athletic Director 248-388-5360

Parade START Time: \_\_\_\_\_ a.m. / p.m.

Parade END Time: \_\_\_\_\_ a.m. / p.m.

Approximate Number of PERSONS: 400 Organization Names: Runners

Approximate Number of VEHICLES: 12 Types of Vehicles: 3 Lead cars and 3 Sweep Cars  
3 Lead bikes and 3 Sweep Bikes

Approximate Number of ANIMALS: 0 SPECIFIC Animals: \_\_\_\_\_

Amount of space to be maintained between and /all units in Parade: \_\_\_\_\_

Route to be traveled (Include Street Names and Turning Directions): Please See Attached Page

Scott Smith  
Applicant's SIGNATURE Coach

Mike Tegen  
Responsible Party's SIGNATURE

Scott Smith Coach

Mike Tegen A.D.

APPROVED [✓]

DENIED [ ]

Lloyd T. Collins  
Lloyd T. Collins, Chief of Police

07/29/16

South Lyon Police Department

Parade/Demonstration Permit page 2

Witch's Hat Run Routes

8:15 Start End Time about 10:45 AM 13.1 Mile Race

#1

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

9:15 Start End time about 10:45 AM 6.2 Mile Run

#2

Start at South Lyon High School on Eleven Mile Rd. where the bus loop driveway meets 11 Mile Rd. (the east side of the high school). Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn Left on Arrow. Turn Left (North) at Martindale (crossing Martindale). Just north of Eleven Mile the runners pick up the bike path that borders Martindale heading North. Turn right on the bike path and take it all the way to Travis. Left on Travis. Left on Martindale. Right on the bike path that heads back to South Lyon High School (crossing Eleven Mile Rd). Turn right onto the bike path spur that heads west behind the baseball diamonds on the south side of South Lyon High School. The run ends on the bike path spur close to Pontiac Trail.

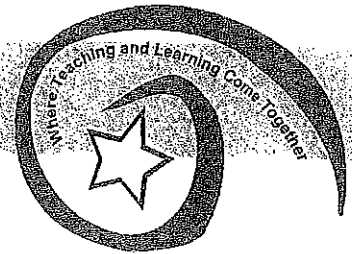
9:30 Start End time about 10:30 AM 3.1 Mile Run/Walk

#3

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

# South Lyon Community Schools

345 South Warren • South Lyon, Michigan • 48178



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

Event Name: Witch's Hat Run (9/10/2016)

Event Name: Pumpkinfest Run (9/24/2016)

To Whom It May Concern:

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

Sincerely,

James Graham  
Asst. Supt. For Business and Finance

Date

## Mission Statement

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

# CERTIFICATE OF INSURANCE

Producer

**JET SEG**

415 W. Kalamazoo Street  
Lansing, MI 48933

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

Insured

**South Lyon Community Schools**

345 S Warren

South Lyon, MI 48178-1358

**A** MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b> [X] Comprehensive Form [X] Premises/Operations [X] Incidental Medical Malpractice Coverage [X] Products/Completed Operations [X] Contractual [X] Independent Contractors [X] Broad Form Property Damage [X] Personal Injury	PC-00474-201511	11/1/15	11/1/16	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	N/A
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	N/A

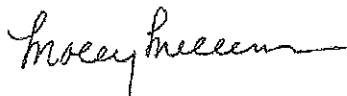
**DESCRIPTION** The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers are hereby added as additional insureds but only as respects to the activities performed by or on behalf of the named Insured as it represents the District's Witch's Hat Run being held September 10, 2016.

CERTIFICATE HOLDER

City of South Lyon  
325 South Warren St  
South Lyon, MI 48178

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



MOLLY MELLEMA  
PROPERTY/CASUALTY DEPARTMENT

Date June 24, 2016

# SOUTH LYON POLICE DEPARTMENT

*Lloyd T. Collins*  
Chief



## Memorandum

**To:** Honorable Mayor Galeas and City Council Members

**From:** Chief Lloyd T. Collins (Interim City Manager)

**Subject:** Whipple Street Block Party

**Date:** July 28, 2016

I have received a permit request for the above-referenced event. The block party is scheduled for Saturday, August 13, 2016, from 12:00 noon until 9:30 p.m. The event organizer, Ms. Fern Krettlin, obtained supporting signatures from the residents of all homes affected by the requested road closure, (Whipple between Warren and Hagadorn). Copies of the application for permit, and petition are attached for your information.

I have also notified DPW Superintendent Bob Martin of the requested closure, and arranged for delivery of the necessary barricades. The planned event should cause only minimal disruption to normal traffic in the surrounding area. The Police Department will monitor the event utilizing regular-duty personnel. Therefore, I have approved the request and have so notified the organizer.

cc: Lt. Chris Sovik  
Lisa Deaton, Clerk/Treas.  
Bob Martin, DPW  
Chief Mike Kennedy, SLFD



# SOUTH LYON POLICE DEPARTMENT

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

## BLOCK PARTY APPLICATION

Date Application Submitted: 7-8-16 Requested Block-off Date: 8-13-2016  
Applicant / Contact's Name: FERN KRETTLIN PH #: 248-486-14364  
Applicant Address: 408 WHIPPLE

Block-off Time: 12:00 Block-off removal Time: 9:30  
Street Names to be blocked off: WHIPPLE (WARREN TO HASADORN)

1) Print ALL LAST NAMES and ADDRESSESS participating in the Block Party. (ALL residents within the blocked-off area must agree to the block-off)

SEE ATTACHED (2 PAGES)

2) ATTACH sheet of paper with SIGNATURES and ADDRESSESS of all residents agreeing to the Block Party.

Fern Kretlin  
Applicant's SIGNATURE

APPROVED [✓]

DENIED [ ]

Chief Lloyd T. Collins 07/28/16  
Lloyd T. Collins, Chief of Police

## HOLD HARMLESS

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

Whipple Street Residents  
Signature

7-8-16  
Date



PETITION TO CLOSE STREET FOR BLOCK PARTY

We the undersigned property owners residing on Warren and Whipple Streets in the City of South Lyon, hereby request that Whipple Street be closed on SATURDAY Aug 13, 2016 from 12:00 (Noon) through 9:30 p.m. (dark) with alternate rain date of Aug 20, 2016, for the purposes of having a neighborhood block party. We hereby consent to having the City of South Lyon close Whipple Street to all traffic and public travel during the neighborhood block party.

NAME / SIGNATURE

ADDRESS

Rick Kelly  
 Joell She  
 Jennifer Clark  
 In Lpt  
 Nancy Donnelly  
 Rick R. Hall  
 H. J. ...  
 ...  
 Carl ...  
 ...  
 Mary ...  
 Michael ...  
 A. O'Brien  
 Bob ...  
 Penn ...  
 ...

403 Whipple  
411 Whipple  
421 Whipple St.  
433 Whipple St.  
415 Whipple St.  
337 Whipple  
445 Whipple  
429 Whipple  
441 Whipple  
330 Whipple  
136 N Hagadorn St  
440 Whipple St.  
407 Whipple St.  
319 Whipple St.  
315 Whipple  
135 N. Water  
432 Whipple

PETITION TO CLOSE STREET FOR BLOCK PARTY

We the undersigned property owners residing on Warren and Whipple Streets in the City of South Lyon, hereby request that Whipple Street be closed on SATURDAY Aug 13, 2016 from 12:00 (Noon) through 9:30 p.m. (dark) with alternate rain date of Aug 20, 2016 for the purposes of having a neighborhood block party. We hereby consent to having the City of South Lyon close Whipple Street to all traffic and public travel during the neighborhood block party.

NAME/SIGNATURE

ADDRESS

Fern Hettler

407 Whipple

Norm Somers

336 Whistle

Frank B. [unclear]

3/0 whip/c

My Mother

4th Whipple



ice 44/11. Whipple St

Spec. Smoked

446 Whipple St

*C. crux alba*

412 Whipple St.

Tenny Cost

370 Whipple St

Margie Glavin

320 Whipple

3 of 4000

430 Vth April

# AGENDA NOTE

New Business Item #:

MEETING DATE: ~~July 25, 2016~~ AUG 8, 2016

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

AGENDA TOPIC: Purchase of a 12" Drum Style Brush Bandit Chipper (Model 990XP)

## EXPLANATION OF TOPIC:

For the past 24 years, the City has shared ownership with the Village of Milford on the use of a Bandit brush and wood chipper. At the time of purchase, this equipment was a demo unit. There are two (2) issues with this. 1) Is it available when most needed? Over the years at times, we needed a chipper and it is in possession of Milford and we had to wait until it was available to us and 2) the age of the unit has created breakdowns to occur and offers inefficient service for the department. For these reasons, we have budgeted in FY 2016-2017 the amount of \$35,000.00 for the purchase of a new chipper to be used by the City only to service our community. This unit is Michigan made.

Upon the purchase of this unit the Village of Milford has agreed to buy back the existing chipper unit for \$500.00.

## MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Quotes and photos from three (3) vendors and each unit are attached.

1. Bandit (12" Drum Style) Brush Bandit – Model 990 XP	\$29,774.00
2. Morbark Beaver M-12 (12" Drum Style)	\$29,840.00
3. Vermeer BC1200 XL (12" Drum Style) Chipper	\$31,980.00

## POSSIBLE COURSES OF ACTION:

To approve or not approve the purchase of a 12" Drum Style Brush Bandit-Model 990 XP for the total price of \$29,774.00

## RECOMMENDATION:

<u>Bandit Industries</u>	<u>Morbark</u>	<u>Vermeer</u>
\$29,774.00	\$29,840.00	31,980.00

To purchase a 12" Drum Style Brush Bandit-Model 990 XP for the amount of \$29,774.00.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by  
\_\_\_\_\_ to approve the purchase of a 12" Drum Style Brush Bandit-Model  
990 XP from Bandit Industries for the price of \$29,774.00.



# Bandit

## INDUSTRIES, INC.

Larry Holmes  
6750 Millbrook Road  
Remus, MI 49340  
USA  
800-952-0178 (Phone)  
989-561-2273 (Fax)  
[www.banditchippers.com](http://www.banditchippers.com)

QUOTATION			
Quote #	Quote Created	Last Updated	Salesperson
59446	May 3, 2016 03:41 PM by Bandit Industries, Inc.	May 19, 2016 03:46 PM by Chad Huber	Larry Holmes
CUSTOMER:		BILL TO:	SHIP TO:
City of South Lyon 520 Ada St South Lyon, MI 48178 USA 248-437-0423 (Phone) Ron Brock (Contact) <a href="mailto:rbrock@southlyonmi.org">rbrock@southlyonmi.org</a>		City of South Lyon 520 Ada St South Lyon, MI 48178 USA 248-437-0423 (Phone) Ron Brock (Contact) <a href="mailto:rbrock@southlyonmi.org">rbrock@southlyonmi.org</a>	City of South Lyon 520 Ada St South Lyon, MI 48178 USA 248-437-0423 (Phone) Ron Brock (Contact) <a href="mailto:rbrock@southlyonmi.org">rbrock@southlyonmi.org</a>

### MODEL 990XP (12" DRUM STYLE) BRUSH BANDIT

Qty	Part #	Description	Base Price
1	MODEL-990HD	Model 990XP - (12" Drum Style) Brush Bandit	\$ 23750.00

### STANDARD EQUIPMENT

Qty	Part #	Description	Price
1	STANDARD	Spring loaded slide box type feed system with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.5 hydraulic motors (Provides approximately 1,646.93 lbs of pulling power for each feed wheel)	\$ 0.00
1	STANDARD	Top feed wheel jack mount with locking pin to raise & lock top feed wheel using tongue jack (not provided when hydraulic lift cylinder option is selected)	\$ 0.00
1	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists	\$ 0.00
1	STANDARD	345 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector	\$ 0.00
1	STANDARD	Clean out and inspection door on discharge	\$ 0.00
1	STANDARD	24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives	\$ 0.00
1	STANDARD	Pressure check kit for 990 - Gauge is NOT included	\$ 0.00
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	24 1/2 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	\$ 0.00
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.	\$ 0.00
1	STANDARD	5,000 pound capacity tongue jack with 15" of travel and foot pad	\$ 0.00
1	STANDARD	3/16" x 2" x 4" rectangular tubing with a 1/4" x 3" x 4" tubular tongue	\$ 0.00
1	STANDARD	Banded chipper belts	\$ 0.00
1	STANDARD	Safety control bar controls forward / neutral / reverse	\$ 0.00
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place	\$ 0.00
1	STANDARD	Wooden pusher tool with mount on infeed hopper	\$ 0.00
1	STANDARD	(2) Last chance safety pull cables	\$ 0.00
1	STANDARD	Weather resistant manual container	\$ 0.00
1	STANDARD	Safety DVD, (2) 6" wide x 9" tall Bandit operator's manuals (one paper copy and one waterproof copy tethered to machine) and (1) engine operator's manual	\$ 0.00

1 JARD Spanish & English combination safety decals \$ 0.00

PAINT				
Qty	Part #	Description	Unit Price	Total
	333-32273	Standard Imron Industrial Urethane Bandit Yellow (For Whole Tree Chippers please specify Chipper Guard paint color)	\$ 0.00	\$ 0.00

ENGINE				
Qty	Part #	Description	Unit Price	Total
1	990-RC1179-760	GM 4.3L, 130 horsepower GAS engine with 13" PGL auto clutch (Includes live hydraulics)	\$ 11500.00	\$ 11500.00

AXLE				
Qty	Part #	Description	Unit Price	Total
1	990-100447	Single 7,000 pound Torflex EZ lube electric brake axle	\$ 0.00	\$ 0.00

TIRES/RIMS				
Qty	Part #	Description	Unit Price	Total
1	990-1017-29	(2) ST235/80R 16" tires mounted on 8-bolt white spoke rims (Tire is approximately 9.43" wide, tire capacity is 3,520 pounds each)	\$ 0.00	\$ 0.00

FENDERS				
Qty	Part #	Description	Unit Price	Total
1	990-100099	Bolt on steel fenders (Constructed of 3/16" HR Plate)	\$ 260.00	\$ 260.00

HITCH				
Qty	Part #	Description	Unit Price	Total
1	990-100274	2 1/2" Wallace Forge pintle hitch	\$ 0.00	\$ 0.00

ADD-ON OPTIONS				
Engine Related Options				
Qty	Part #	Description	Unit Price	Total
1	990-1011-70	Reversing Auto Feed with digital tach/hour meter for drum-style chipper (Unit with standard feed system)	\$ 1235.00	\$ 1235.00
1	990-100048	Shut-off switch for engine shut-down located on both sides of infeed hopper	\$ 475.00	\$ 475.00

Trailer Related Options				
Qty	Part #	Description	Unit Price	Total
1	990-100089	7-PRONG (Flat Pin/RV-Style) Male trailer plug	\$ 45.00	\$ 45.00

Miscellaneous Options				
Qty	Part #	Description	Unit Price	Total
1	990-100079	Lockable aluminum tool box	\$ 140.00	\$ 140.00

CUSTOMER TOTALS				
Total Unit Price:			\$ 37405.00	
Customer Total:			\$ 37405.00	

DIRECT SALE TOTALS				
Total Unit Price:			\$ 37405.00	
Direct Sale Discount:			20.00 %	- \$ 7481.00
Net After Direct Sale Discount:			\$ 29924.00	
Caterpillar/Perkins Municipal Engine Rebate:			- \$ 150.00	
Total Direct Sale Price:			\$ 29774.00	

Terms: Net 30 Days

COMMENTS				
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By Larry Holmes on 05/03/2016 03:44 PM

Price reflects MIDEAL



# MORBARK

Box 1000, Winn, Michigan, 48896  
Telephone: 989-866-2381  
Fax: 989-866-2280  
[www.morbark.com](http://www.morbark.com)

Tree Care Dealer Equip Quote

Sold To: City of South Lyon  
335 S Warren St  
South Lyon, MI 48178

Ship To: City of South Lyon  
520 Ada St  
South Lyon, MI 48178

Quote No. \_\_\_\_\_ Quote Date: 5/13/2016 Customer P.O. \_\_\_\_\_ Requested: 45 Days ARO  
Contact: Ron Brock Contact #: (248) 437-8914 Delivery Instructions:  
Preparer: Jeremy Beatty Terms: Net 30 Best Way  
Jeremy Beatty

## 2016 MORBARK BEEVER™ M12R

### EQUIPMENT AND OPTIONS

#### STANDARD UNIT:

- ✦ 12" chipping capacity
- ✦ Morthane Paint System: A chemically cured, electrostatically applied, two component industrial urethane topcoat with a two component urethane primer and military grade resins for resistance to anti-freeze, diesel fuel and hydraulic oil spills - system provides an excellent gloss finish, superior color retention, chip resistance and corrosion protection
- ✦ 60" wide x 31" high rigid infeed chute opening with 15" wide x 14" high throat opening, 4 position control handle to actuate feed wheels and includes dual safety cables
- ✦ Dual horizontal feed wheel compression system with hydraulic lift assist, spring assisted down pressure and manually applied hydraulic down pressure at the valve handle
- ✦ Reversing automatic feed system
- ✦ 21-3/8" diameter x 14-1/2" wide staggered knife pocket drum with two (2) dual-edged chipper and dual sided chambered air impeller system
- ✦ 24-1/2-gallon lockable fuel tank with drain plug, sight gauge and shut-off valve
- ✦ 17-gallon lockable hydraulic reservoir with sight gauge, drain plug and clean-out cover
- ✦ Live hydraulics; ball valve, pump, motor and control valve
- ✦ 360° manual crank, height-adjustable, swivel discharge chute with adjustable flipper end to deflect chips
- ✦ 8.2#, 6" channel frame rails with 6" x 2" tubular steel cross bracing for additional structural rigidity
- ✦ 3" x 5" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- ✦ 6000# Torflex suspension axle, electric brakes and break-away actuator with 235/80R x 16" radial tires with rims and hexagon splash guard fenders
- ✦ 5000# tongue jack with stationary foot pad
- ✦ Lockable steel battery box with 8D, 1400CCA battery
- ✦ Aluminum diamond plate toolbox
- ✦ Registration and operator guide holder
- ✦ Complete set of manuals including: Parts, Safety and Operator's Manual with electronic back-up, safety DVD, start-up paperwork, engine manual and OEM component manuals
- ✦ Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- ✦ Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps and license plate holder with light
- ✦ Extended tail light mounts (rabbit ear style) mounted on infeed top

#### POWER OPTION:

- ✦ GM 4.3L, 130-HP Gasoline Engine - (auto clutch)

**NOTES** "All engines include over center clutch and block heater UNLESS SPECIFIED and are subject to availability  
Call factory for Tier 4 Final availability".

#### OPTIONAL EQUIPMENT:

- ✦ Discharge clean-out door (BOTTOM)
- ✦ Dual engine stop on infeed
- ✦ Turnbuckle for discharge height adjustment
- ✦ One (1) Additional set of knives

F.O.B., South Lyon, Michigan

Comments:



Vermeer of Michigan  
940 W. Garden lane  
Fowlerville, MI 48836  
517-915-0555

5/12/2016

Quote #: 00029FOBW-R1

PO #:

Bill To:  
City of South Lyon  
Ron  
520 Ada St  
South Lyon, MI 48178

Ship To:  
City of South Lyon  
Ron  
520 Ada St  
South Lyon, MI 48178

Gentlemen:

I would like to submit this quote to you.

1 - Vermeer BC1200XL, New 2016 with:

**\$31,980.00**

- GM 4.3L 135HP Gas Engine
- 12" Drum Style Chipper 17" x 13.3" Throat Capacity
- Ecolde Engine Control system
- Transport Length 14'
- 25gal Fuel Tank
- 12gal Hydraulic Tank
- Hydraulic Crush Power
- Patented Vermeer Smartfeed System
- Upper and Lower feed stop bar
- Dual Pump Hydraulic System
- Clutchless PTO System
- Electric Brakes with Breakaway switch
- Dual Horizontal Offset Aggressive Feed Wheel Rollers
- 7,000lb Rubber Torsion Axle
- 1yr/1,000hr Vermeer Limited Equipment Warranty
- 3yr/3,000hr Extended Limited Warranty on Drum Housing, Cutter Drum, Shaft and Ring-fetter Hubs

Machine	\$31,980.00
<b>Total Due</b>	<b>\$31,980.00</b>

Finance Options with Approved Credit

Monthly Payment

Approximate Payment on 60 months based on \$0.00 down -

**\$627.93**

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your consideration.

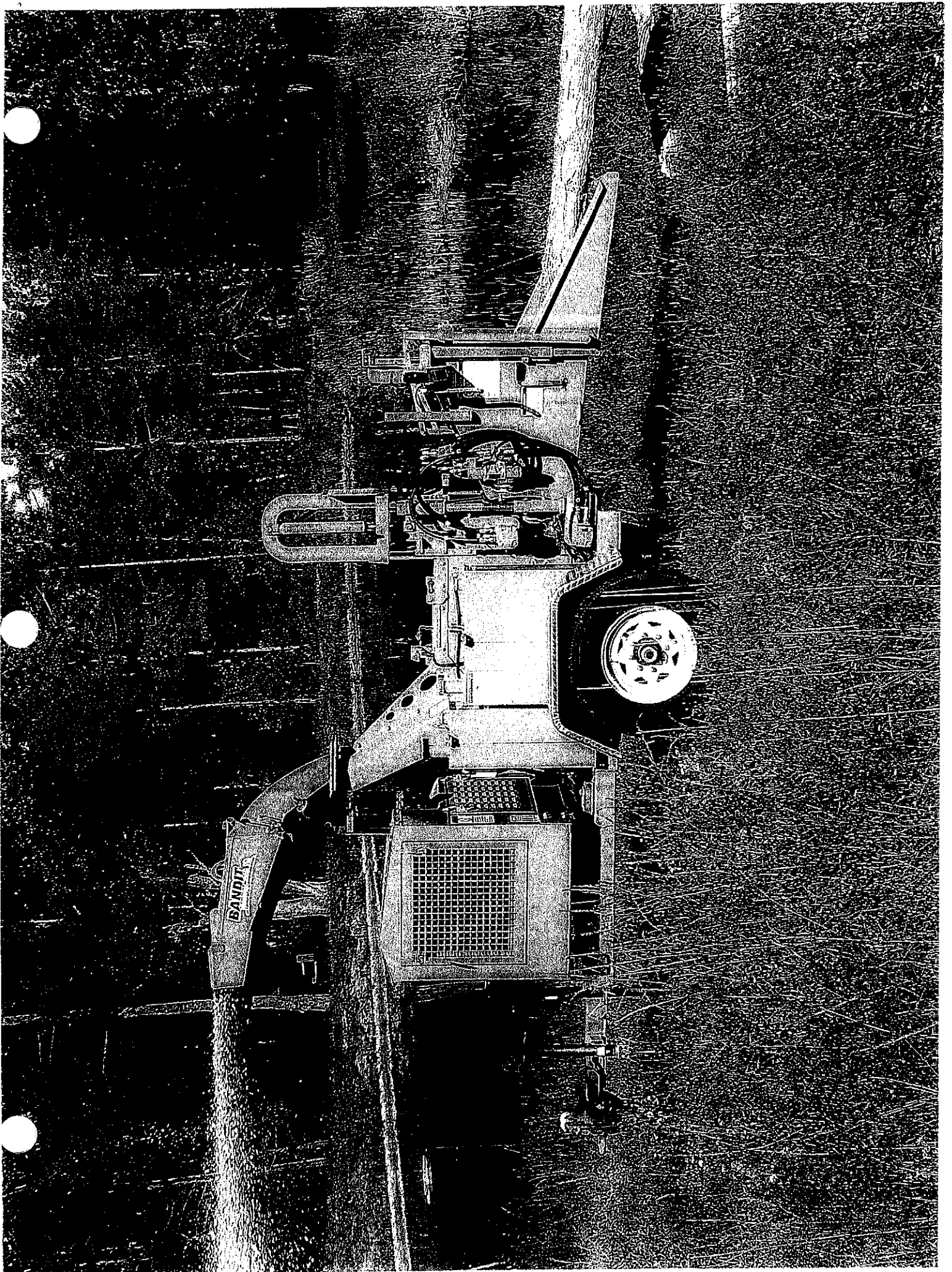
Initials: \_\_\_\_\_

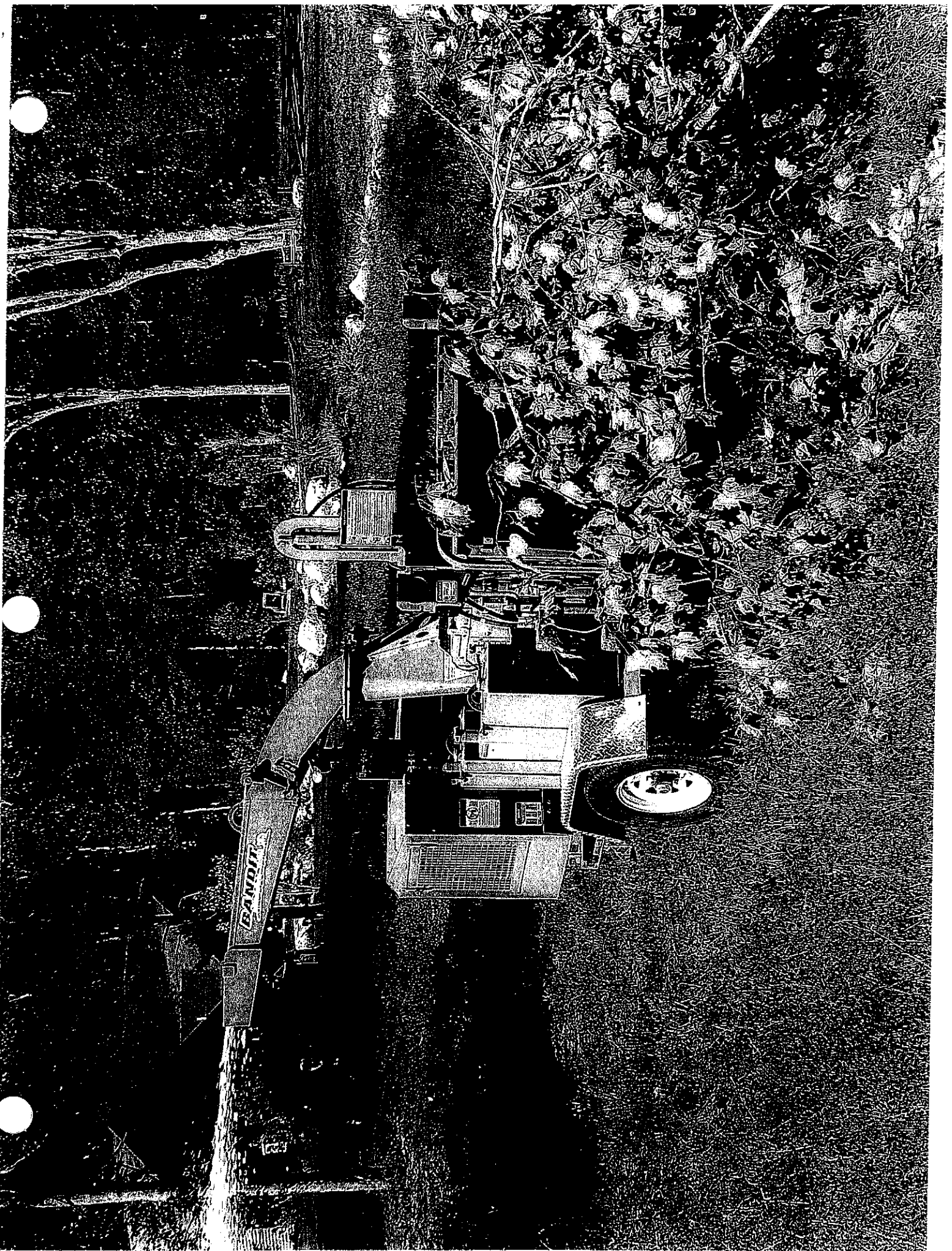


Sincerely,

Bart Wakeman  
Sales Representative

[bart.wakeman@vermeermidwest.com](mailto:bart.wakeman@vermeermidwest.com)





# **AGENDA NOTE**

**New Business Item: Window Replacement - Main Police Building**

**MEETING DATE:** August 8, 2016

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

**AGENDA TOPIC:** Window Replacement -- Main Police Building

**EXPLANATION OF TOPIC:** The main police building windows have been in need of replacement for the past several years. As a result of the deterioration, there are wide gaps between the windows and block encasements. The squad room during the winter months requires a space heater in order to maintain a comfortable temperature, or increasing the setting temperature well above normal for that time of the year. Several of the windows seals have broken causing a film between the glass panes. Five vendors were contacted for quotes. The low bid of \$24,060.39 was submitted by Pullum Windows.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Memo from Lt. Sovik; Response correspondence; bids from Pullum Windows (\$24,060.39) and Pro Bros Window & Showroom (\$25,938.00)

**POSSIBLE COURSES OF ACTION:** Approve/Do Not Approve the purchase of the replacement windows from Pullum Windows in the amount of \$24,060.39.

**RECOMMENDATION:** Approve the purchase and installation as bid by Pullum Windows

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the purchase and installation of windows by Pullum Windows in the amount of \$24,060.39.

08/08/16

# **SOUTH LYON POLICE DEPARTMENT MEMORANDUM**

**Subject: Window Replacement – Main Police Building**

**To: Chief Collins**

**From: Lt. Sovik**

**Date: July 11, 2016**

The main police building windows have been in need of replacement for the past several years. As a result of the deterioration, there are wide gaps between the windows and block encasements. The squad room during the winter months requires a space heater in order to maintain a comfortable temperature, or increasing the setting temperature well above normal for that time of the year. Several of the windows seals have broken causing a film between the glass panes.

Anticipating this need, we budgeted \$25,000.00 for replacement windows in FY 2016-17. I contacted five different vendors for quotes beginning early February of this year. Only two of the five submitted written quotes. The two quotes are attached; one from Pro Bros Window & Sunroom (\$25,938.00) and Pullum Windows (\$24,060.39). Wallside Windows appeared on site, took measurements, and later sent me an email indicating that their window products are more for a residential setting. They declined to submit a quote.

I contacted Hansons Windows (1-888-497-8930) to inquire about receiving a quote to replace the windows on the main police building. Customer Service Representative Tina indicated that their company does not service commercial properties. During her search of local area window installers, Tina recommended Pullum Windows as an option, and has recommended Pullum windows to several others inquiring about commercial windows in the area.

A representative from Pella windows appeared on site to take measurements, but never submitted a bid.

I recommend we go with the low bid submitted by Pullum Windows. They are a very reputable local company and have been in business for several years. I have recently been in contact with Charlie Pullum. He indicated that his quote would not increase, although the industry has seen steady increases in manufacturing and installation. It takes at least twelve weeks from order date for manufacturing, and then our building will be placed on the list for installation. He indicated that it would be two or three months before the windows would be installed. I don't think we should wait on this purchase any longer. I would like to have the new windows installed before the cold season arrives.

The Pullum Window bid is under than the amount approved for this project.

# AGENDA NOTE

New Business: Item \_\_\_\_

**MEETING DATE:** August 8, 2016

**PERSON PLACING ITEM ON AGENDA:** City Attorney/City Engineer/DPW

**AGENDA TOPIC:** Request from Village at Eagle Heights for City to accept dedication of water and sanitary sewer utilities improvements and utility easements for Village at Eagle Heights development

## **EXPLANATION OF TOPIC:**

In 2011 the City Council adopted a Policy for Dedication of Utilities from Private Developments and a Checklist for Dedication of Utilities.

The City staff and consultants have been working with the Village at Eagle Heights Condominium Association for many months to ensure completion of punch list items for the private water and sanitary utility systems in Village at Eagle Heights. In addition, the City staff and consultants have been working with the Association regarding other private utility dedication requirements.

The DPW and City Engineers have inspected the utilities and all punch list items have been completed and approved. The documents submitted by the Association have been reviewed by the Engineer and Attorney and are acceptable.

The physical utilities and documents are in order and acceptable, and the Association has satisfied all the checklist requirements.

## **MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

- City's Dedication Policy and checklist
- Package submitted on behalf of Village of Eagle Heights Condominium Association
  - Correspondence from Attorney John F. Calvin dated July 19, 2016
  - Sanitary sewer drawings
  - Water system drawings
  - Sanitary sewer easement
  - Water system easement
  - Bill of Sale
  - Consent resolution of the Board of Directors
  - Certification of Vote
  - Master Deed and Bylaws.

## **POSSIBLE COURSES OF ACTION:**

- a) accept the dedication;
- b) accept the dedication with conditions;
- c) deny the request with explanation
- d) postpone/table

## **SUGGESTED MOTION:**

Motion to accept the dedication of the following water and sanitary sewer system utilities, bills of sale, and utility easements for water supply and sanitary sewer utilities in Village at Eagle Heights, as presented by and subject to execution by the Village at Eagle Heights Association:

- Sanitary Sewer Quantities
  - 8" Sanitary Sewer = 2,226 LF
  - 6" Sanitary Forcemain = 1,015 LF
  - Sanitary Manholes = 11
  - Sanitary Lift Station = 1
- Water Main Quantities
  - 8" O.I.W.M. = 2,605 LF
  - Fire Hydrant Assembly = 9
  - 8" Gate Valves and Wells = 6
- Bill of Sale from Village at Eagle Heights Association (Seller) to City of South Lyon (Buyer)
- Water Supply System Easement
- Sanitary Sewer System Easement

All in accordance with and subject to the City's Policy for Dedication of Utilities from Private Developments and subject to the following conditions and clarifications:

- i. The City's acceptance excludes water and sanitary sewer service leads as defined in the City's Dedication Policy;
- ii. The City's acceptance excludes storm sewers and storm water retention, detention, and managements facilities;
- iii. As stated in the City's Dedication Policy, the City has no obligation or responsibility to restore, repair or replace any area(s) or structures within the easements disturbed as a result of use of the easements, including, without limitation, streets, sidewalks, and landscaping elements.



**MAKOWER ABBATE GUERRA**  
**WEGNER VOLLMER**  
ATTORNEYS & COUNSELORS AT LAW

30140 ORCHARD LAKE ROAD  
FARMINGTON HILLS, MI 48334  
248 254 7600 FAX: 248 671 0100  
MAGLAWPLLC.COM

JOHN F. CALVIN  
ATTORNEY AND COUNSELOR AT LAW  
JCALVIN@MAGLAWPLLC.COM  
248 254 7599

July 19, 2016

Via Hand Delivery

City of South Lyon  
Attn: Chief Lloyd Collins  
Acting City Manager  
335 S. Warren Street  
South Lyon, MI 48178

Re: Village at Eagle Heights Condominium Association  
Dedication of Utilities to the City of South Lyon

Dear Chief Collins:

Enclosed please find the proposed dedication package regarding the dedication of utilities from the Village at Eagle Heights Condominium Association to the City of South Lyon. In accordance with the City's requirements, I am included the following for your review:

- |                             |  |
|-----------------------------|--|
| 1. Sanitary sewer drawings; | 5. Bill of Sale;                                 |
| 2. Water system drawings;   | 6. Consent Resolution of the Board of Directors; |
| 3. Sanitary sewer easement; | 7. Certification of Vote;                        |
| 4. Water system easement;   | 8. Master Deed and Bylaws.                       |

Please review the documents for their compliance with the City's requirements, and please also place the matter on the agenda for the next available meeting of the City Council for final approval. If you have any questions or require any additional information or documentation, please do not hesitate to contact me.

Thank you very much for your kind assistance.

Very truly yours,  
MAKOWER ABBATE GUERRA  
WEGNER VOLLMER PLLC

  
John F. Calvin

cc: Timothy S. Wilhelm, Esq.  
Johnson Rosati Schultz & Joppich PC  
27555 Executive Dr., Suite 250  
Farmington Hills, MI 48331

Michael P. Darga, P.E.  
Hubbell Roth & Clark, Inc.  
105 W. Grand River  
Howell, Michigan 48843

## **CHECK LIST FOR DEDICATION OF UTILITIES TO THE CITY OF SOUTH LYON**

1. A drawing by a Registered Surveyor with a legal description in recordable form of the main line utilities , including hydrants, hydrant valves, mainline valves and manholes and general right of access to this equipment.
2. An easement, in recordable form, from the property owner (i.e. the registered owner of the property) granting the City the right to enter the property to maintain, repair or replace the utilities with the attached survey.
3. A bill of sale, granting the City ownership of the utilities for the nominal \$1 consideration.
4. Documentation setting forth the authority of those executing the documents. Documentation would consist of resolutions of the corporation or Condo association asserting that the proper approval of the owners was acquired in accordance with the bylaws of the organization. (i.e. if the bylaws require a 2/3rds majority or other steps to transfer property rights the resolution needs to reflect the proper adherence to those requirements) We would also need verification that persons signing the documents were properly elected officials of the organization. If ownership of the development is still in the name of the developer, then these documents would include a certified copy of the Master Deed detailing the Developers authority to dedicate, or written consent of the modification from all site owners.

### **INCLUDED:**

1. Sanitary Sewer Drawings; Water System Drawings
2. Sanitary Sewer Easement; Water System Easement
3. Bill of Sale
4. Consent Resolution of the Board of Directors; Certification of Vote;  
Master Deed and Bylaws

Unanimously Approved at SL City Council: March 14, 2011



SCALE: 1" = 200'  
DATE: 06-06-18  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

**MASON BROWNS ASSOCIATES, LLC**  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 [mason\\_brown@sbcglobal.net](mailto:mason_brown@sbcglobal.net)

JOB 13-013

# Village at Eagle Heights Condominium

## Sanitary Sewer, Pump Station and Forcemain Easement Dimensions

LINE TABLE		
LINE	BEARING	LENGTH
L26	S88°47'09"E	94.26'
L27	S45°49'58"E	168.84'
L28	S45°49'58"E	185.43'
L29	S03°19'10"W	274.10'
L30	N79°34'14"W	255.21'
L31	S88°50'12"W	381.03'
L32	S35°35'12"W	221.93'
L33	S13°54'04"W	199.11'
L34	S89°50'21"W	71.20'
L35	S00°47'46"W	23.68'
L36	S89°12'14"E	278.96'
L36A	S89°12'14"E	467.07'
L37	N31°08'19"E	105.03'
L38	S68°32'35"W	17.07'
L39	S31°08'19"W	123.03'
L40	N89°12'14"W	455.60'
L41	N00°47'46"E	8.34'
L42	S89°50'21"W	187.19'
L43	N13°54'04"E	190.27'
L44	N35°35'12"E	208.07'
L45	N88°50'12"E	359.24'
L46	S02°58'55"W	204.28'
L47	S87°03'05"E	20.00'
L48	N02°56'55"E	203.60'
L49	S79°34'14"E	234.49'
L50	S83°47'02"E	140.88'
L51	S89°36'44"E	24.19'
L52	N03°53'59"E	20.04'
L53	N89°36'44"W	24.40'
L54	N83°47'02"W	129.96'
L55	N03°19'10"E	285.07'
L56	N45°49'58"W	204.57'
L57	S44°10'02"W	20.00'

SCALE: NONE  
DATE: 06-08-16  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 mason\_brown@sbcbglobal.net

JOB 13-013

**Village at Eagle Heights Condominium  
Sanitary Sewer, Pump Station and  
Forcemain Easement Dimensions**

**SANITARY SEWER, PUMP STATION AND FORCEMAIN EASEMENT DESCRIPTION**

A strip of land, 20 feet wide for water main purposes being described as:

Part of the North 1/2 of Section 20, T.1N., R.7E., City of South Lyon, Oakland County, Michigan, being more particularly described as: Beginning at a distant S.00°17'43"W. 33.00 feet along the North line of the subject property, S.88°47'09"E. 94.26 feet and S.45°49'58"E. 168.84 feet from the North 1/4 corner of said Section 20; thence continuing S.45°49'58"E. 195.43 feet; thence S.03°19'10"W. 274.10 feet; thence N.79°34'14"W. 255.21 feet; thence S.88°50'12"W. 381.03 feet; thence S.35°35'12"W. 221.93 feet; thence S.13°54'04"W. 199.11 feet; thence S.89°50'21"W. 71.20 feet; thence S.00°47'46"W. 23.68 feet; to a point where the easement widens to 28.34 feet wide; thence S.89°12'14"E. 278.96 feet along the South line of the subject property to a point where the easement narrows to 20.00 feet wide; thence continuing along the South line of the subject property S.89°12'14"E. 467.20 feet; thence N.31°08'19"E. 105.03 feet along the East line of the subject property; thence S.88°32'35"W. 17.07 feet; thence S.31°08'19"W. 123.03 feet; thence N.89°12'14"W. 455.60 feet; thence N.00°47'46"E. 8.34 feet to a point where the easement widens to 28.34 feet wide; thence S.89°50'21"W. 187.19 feet to a point where the easement narrows to 20.00 feet wide; thence N.13°54'04"E. 190.27 feet; thence N.35°35'12"E. 208.07 feet; thence N.88°50'12"E. 359.24 feet; thence S.02°56'55"W. 204.26 feet; thence S.87°03'05"E. 20.00 feet; thence N.02°56'55"E. 203.60 feet; thence S.79°34'14"E. 254.49 feet; thence S.83°47'02"E. 140.88 feet; thence S.89°36'44"E. 24.19 feet; thence N.03°53'59"E. 20.04 feet; thence N.89°36'44"W. 24.40 feet; thence N.83°47'02"W. 129.98 feet; thence N.03°19'10"E. 285.07 feet; thence N.45°49'58"W. 204.57 feet; thence S.44°10'02"W. 20.00 feet to the Point of Beginning.

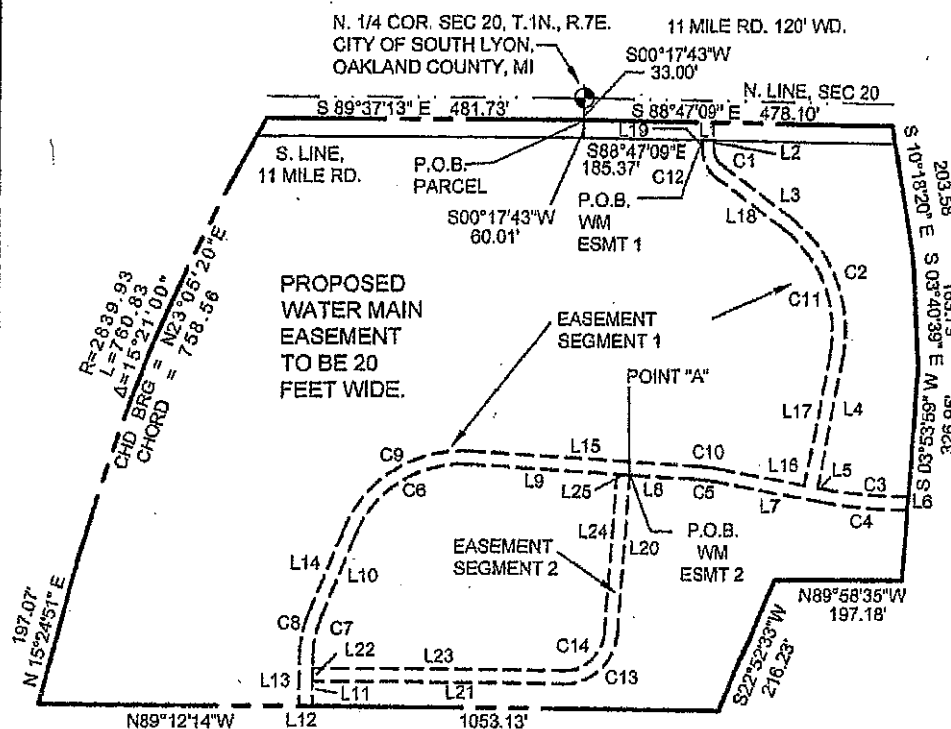
SCALE: NONE  
DATE: 06-06-18  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 mason\_brown@sbcglobal.net

JOB 13-013



# Village at Eagle Heights Condominium Water Main Easement Plan of Property and Easement Legal Description of Property



## PROPERTY DESCRIPTION

The Village at Eagle Heights Condominium, OCCP No. 795, as recorded in Liber 13112, Page 410, Oakland County Records, being described as:  
Part of the North 1/2 of Section 20, T.1N., R.7E., City of South Lyon, Oakland County, Michigan, being more particularly described as: Beginning at a point distant S.00°17'43"W. 33.00 feet from the North 1/4 corner of said Section 20; thence S.88°47'09"E. 478.10 feet; thence S.10°18'20"E. 203.58 feet; thence S.03°40'39"E. 164.79 feet; thence S.03°53'59"W. 326.95 feet; thence N.89°58'35"W. 197.18 feet; thence S.22°52'33"W. 216.23 feet; thence N.89°12'14"W. 1053.13 feet; thence N.15°24'51"E. 197.07 feet; thence 760.83 feet along the arc of a curve to the right having a radius of 2,839.93 feet, a central angle of 15°21'00", a chord bearing and distance of N.23°05'20"E. 758.56 feet; thence S.89°37'13"E. 481.73 feet to the point of beginning.

SCALE: 1" = 200'  
DATE: 05-23-13  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-8789 mason\_brown@sbcglobal.net

JOB 13-013

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°47'09"E	20.00'
L2	S01°12'51"W	8.82'
L3	S52°55'08"E	130.03'
L4	S10°45'47"W	199.83'
L5	S79°14'13"E	5.85'
L6	S03°53'59"W	20.06'
L7	N79°14'13"W	159.15'
L8	N86°11'49"W	109.02'
L9	N86°11'49"W	249.81'
L10	S22°11'42"W	139.46'
L11	S00°47'46"W	77.97'
L12	N89°12'14"W	20.00'
L13	N00°47'46"E	77.97'
L14	N22°11'42"E	139.46'
L15	S86°11'49"E	358.82'
L16	S79°14'13"E	133.30'
L17	N10°45'47"E	199.83'
L18	N52°55'08"W	130.03'
L19	N01°12'51"E	8.82'
L20	S03°50'45"W	242.06'
L21	N89°12'14"W	384.88'
L22	N00°47'46"E	20.00'
L23	S89°12'14"E	384.88'
L24	N03°50'45"E	242.04'
L25	S86°11'49"E	20.00'

Village at Eagle  
Heights Condominium  
Water Main Easement  
Easement Dimensions

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD BRG	CHD LGTH
C1	34.96'	37.00'	54°07'59"	S25°51'09"E	33.67'
C2	242.30'	218.00'	63°40'56"	S21°04'40"E	230.02'
C3	137.54'	683.00'	11°32'17"	S85°00'21"E	137.31'
C4	139.93'	703.00'	11°24'17"	N84°56'21"W	139.70'
C5	30.00'	247.00'	6°57'36"	N82°43'01"W	29.99'
C6	214.97'	172.00'	71°36'29"	S57°59'57"W	201.25'
C7	54.90'	147.00'	21°23'56"	S11°29'44"W	54.58'
C8	62.37'	167.00'	21°23'56"	N11°29'44"E	62.01'
C9	239.96'	192.00'	71°36'29"	N57°59'57"E	224.65'
C10	32.43'	267.00'	6°57'36"	S82°43'01"E	32.41'
C11	220.07'	198.00'	63°40'56"	N21°04'40"W	208.92'
C12	53.85'	57.00'	54°07'59"	N25°51'09"W	51.87'
C13	124.44'	82.00'	86°57'01"	S47°19'16"W	112.84'
C14	94.09'	62.00'	86°57'01"	N47°19'16"E	85.32'

SCALE: NONE  
DATE: 05-23-13  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9769 mason\_brown@sbcglobal.net

JOB 13-013

**Village at Eagle Heights Condominium  
Water Main Easement  
Legal Descriptions of Easement**

**WATER MAIN EASEMENT DESCRIPTION**

A strip of land, 20 feet wide for water main purposes being described as:

Part of the North 1/2 of Section 20, T.1N., R.7E., City of South Lyon, Oakland County, Michigan, being more particularly described as: Beginning at a distant S.00°17'43"W. 60.01 feet and along the South line of 11 Mile Road, 120 feet wide, S.88°47'09" E. 185.37 feet from the North 1/4 corner of said Section 20; thence continuing along the South line of said 11 Mile Road S.88°47'09"E. 20.00 feet; thence S.01°12'51"W. 8.82 feet; thence 34.96 feet along the arc of a curve to the left having a radius of 37.00 feet, a central angle of 54°07'59", a chord bearing and distance of S.25°51'09"E. 33.67 feet; thence S.52°55'08"E. 130.03 feet; thence 242.30 feet along the arc of a curve to the right having a radius of 218.00 feet, a central angle of 63°40'56", a chord bearing and distance of S.21°04'40"E. 230.02 feet; thence S.10°45'47"W. 199.83 feet; thence S.79°14'13"E. 5.85 feet; thence 137.54 feet along the arc of a curve to the left having a radius of 683.00 feet, a central angle of 11°32'17", a chord bearing and distance of S.86°00'21"E. 137.31 feet to a point on the East property line of said Village at Eagle Heights Condominium; thence S.03°53'59"W. along the East property line of said Village at Eagle Heights Condominium, 20.06 feet; thence 139.93 feet along the arc of a curve to the right having a radius of 703.00 feet, a central angle of 11°24'17", a chord bearing and distance of N.84°56'21"W. 139.70 feet; thence N.79°14'13"W. 159.15 feet; thence 30.00 feet along the arc of a curve to the left having a radius of 247.00 feet, a central angle of 6°57'36", a chord bearing and distance of N.82°43'01"W. 29.99 feet; thence N.86°11'49"W. 109.02 feet to POINT "A"; thence N.86°11'49"W. 249.81 feet; thence 214.97 feet along the arc of a curve to the left having a radius of 172.00 feet, a central angle of 71°36'29", a chord bearing and distance of S.57°59'57"W. 201.25 feet; thence S.22°11'42"W. 139.46 feet; thence 54.90 feet along the arc of a curve to the left having a radius of 147.00 feet, a central angle of 21°23'56", a chord bearing and distance of S.11°29'44"W. 54.58 feet; thence S.00°47'46"W. 77.97 feet to a point on the South property line of said Village of Eagle Heights Condominium; thence N.89°12'14"W. along the South property line of said Village of Eagle Heights Condominium 20.00 feet; N.00°47'46"E. 77.97 feet; thence 62.37 feet along the arc of a curve to the right having a radius of 167.00 feet, a central angle of 21°23'56", a chord bearing and distance of N.11°29'44"E. 62.01 feet; thence N.22°11'42"E. 139.46 feet; thence 239.96 feet along the arc of a curve to the right having a radius of 192.00 feet, a central angle of 71°36'29", a chord bearing and distance of N.57°59'57"E. 224.65 feet; thence S.86°11'49"E. 358.82 feet; thence 32.43 feet along the arc of a curve to the right having a radius of 267.00 feet, a central angle of 6°57'36", a chord bearing and distance of S.82°43'01"E. 32.41 feet; thence S.79°14'13"E. 133.30 feet; thence N.10°45'47"E. 199.83 feet; thence 220.07 feet along the arc of a curve to the left having a radius of 198.00 feet, a central angle of 63°40'56", a chord bearing and distance of N.21°04'40"W. 208.92 feet; thence N.52°55'08"W. 130.03 feet; thence 53.85 feet along the arc of a curve to the right having a radius of 57.00 feet, a central angle of 54°07'59", a chord bearing and distance of N.25°51'09"W. 51.87 feet; thence N.01°12'51"E. 8.82 feet to the point of beginning of this Water Main Easement Segment 1. Return to POINT "A"; thence S.03°50'45"W. 242.06 feet; thence 124.44 feet along the arc of a curve to the right having a radius of 82.00 feet, a central angle of 86°57'01", a chord bearing and distance of S.47°19'16"W. 112.84 feet; thence N.89°12'14"W. 384.88 feet to a point on the East line of Segment 1 of this Water Main Easement; thence N.00°47'46"E. along the East line of Segment 1 of this Water Main Easement 20.00 feet; thence S.89°12'14"E. 384.88 feet; thence 94.09 feet along the arc of a curve to the left having a radius of 62.00 feet, a central angle of 86°57'01", a chord bearing and distance of N.47°19'16"E. 85.32 feet; thence N.03°50'45"E. 242.04 feet to a point on the South line of Segment 1 of this Water Main Easement; thence S.86°11'49"E along the South line of Segment 1 of this Water Main Easement 20.00 feet to POINT "A", being the point of beginning of this Water Main Easement segment 2.

SCALE: NONE  
DATE: 05-23-13  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 mason\_brown@sbcglobal.net

JOB 13-013



**SANITARY SEWER SYSTEM EASEMENT**

KNOW ALL PERSONS that VILLAGE AT EAGLE HEIGHTS ASSOCIATION ("Grantor(s)", whose address is 120 W. GRAND RIVER AVENUE, SUITE 300, HOWELL, MI 48843, party of the first part, for and in consideration of the sum of \$1.00 paid to the Grantor(s) by the City of South Lyon, (a Michigan Municipal Corporation), party of the second part, whose address is, 335 South Warren, South Lyon Michigan 48178 do hereby grant(s) to the party of the second part the right to construct, operate, maintain, repair, and/or replace a Sanitary Sewer System within a permanent easement across and through the following described land ("Property") situated in the City of South Lyon, County of Oakland, State of Michigan to wit:

Commonly known as: \_\_\_\_\_

(Part of) Tax Parcel No.: 21-20-201-009

**SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A" AND  
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B"  
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN**

This conveyance also includes the right of the City, its contractors, and/or representatives to use the Private Roads in the Condominium project for all ingress and egress purposes associated with its obligations herein.

The Property so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to substantially the condition that existing prior to construction by the party of the second part in the sole discretion of the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_

*President, Village at Eagle Heights Association*

*Print or Type Name in black Ink*

COUNTY OF OAKLAND     )  
  ) SS  
STATE OF MICHIGAN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

Notary Public: \_\_\_\_\_

*Print or Type Name*

My commission expires: \_\_\_\_\_

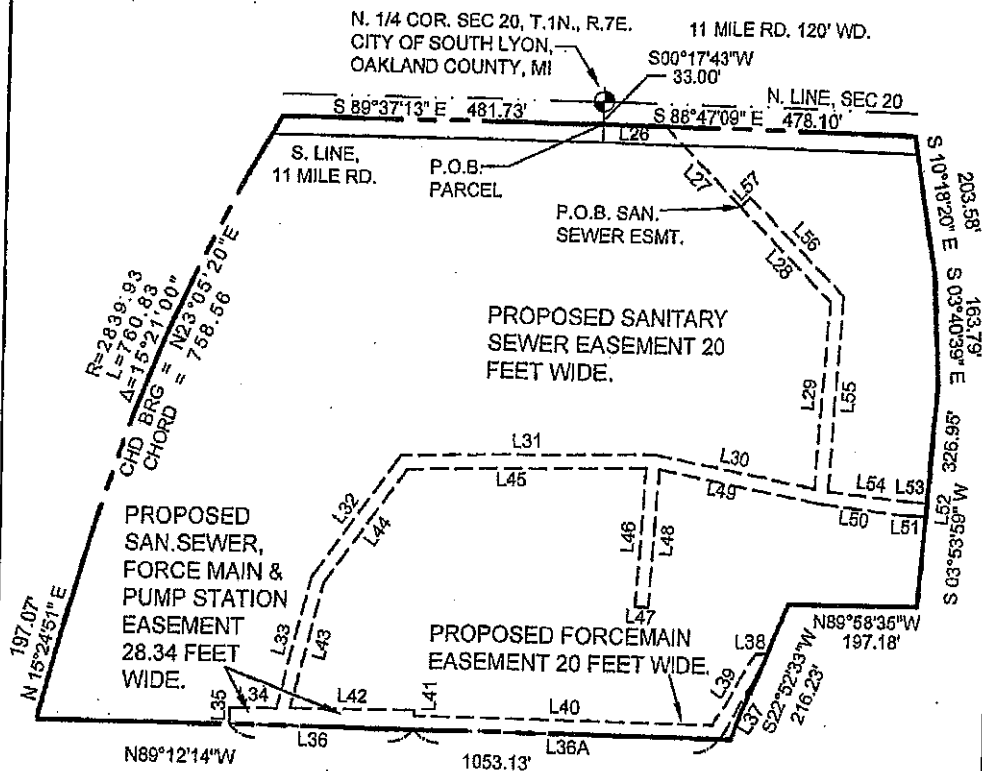
\_\_\_\_\_, County, \_\_\_\_\_  
Acting In \_\_\_\_\_ County, \_\_\_\_\_

Drafted by:  
John F. Calvin, Esq.  
Makower Abbate Guerra Wegner Vollmer PLLC  
30140 Orchard Lake Road  
Farmington Hills, MI 48334

When Recorded return to:  
City Clerk  
City of South Lyon  
335 South Warren  
South Lyon, Michigan 48178

# Village at Eagle Heights Condominium Sanitary Sewer, Force Main and Pump Station Easement

## Plan of Property and Easement Legal Description of Property



### PROPERTY DESCRIPTION

The Village at Eagle Heights Condominium, OCCP No. 795, as recorded in Liber 13112, Page 410, Oakland County Records, being described as:  
Part of the North 1/2 of Section 20, T.1N., R.7E., City of South Lyon, Oakland County, Michigan, being more particularly described as: Beginning at a point distant S.00°17'43\"W. 33.00 feet from the North 1/4 corner of said Section 20; thence S.88°47'09\"E. 478.10 feet; thence S.10°18'20\"E. 203.58 feet; thence S.03°40'39\"E. 164.79 feet; thence S.03°53'59\"W. 326.95 feet; thence N.89°58'35\"W. 197.18 feet; thence S.22°52'33\"W. 216.23 feet; thence N.89°12'14\"W. 1053.13 feet; thence N.15°24'51\"E. 197.07 feet; thence 760.83 feet along the arc of a curve to the right having a radius of 2,839.93 feet, a central angle of 15°21'00\", a chord bearing and distance of N.23°05'20\"E. 758.56 feet; thence S.89°37'13\"E. 481.73 feet to the point of beginning.

SCALE: 1\" = 200'  
DATE: 06-08-16  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 mason\_brown@sbcglobal.net

JOB 13-013

EXHIBIT A

# Village at Eagle Heights Condominium

## Sanitary Sewer, Pump Station and Forcemain Easement Dimensions

LINE TABLE		
LINE	BEARING	LENGTH
L26	S88°47'09"E	94.26'
L27	S45°49'58"E	168.84'
L28	S45°49'58"E	195.43'
L29	S03°19'10"W	274.10'
L30	N79°34'14"W	255.21'
L31	S88°50'12"W	381.03'
L32	S35°35'12"W	221.93'
L33	S13°54'04"W	199.11'
L34	S89°50'21"W	71.20'
L35	S00°47'46"W	23.68'
L36	S89°12'14"E	278.96'
L36A	S89°12'14"E	467.07'
L37	N31°08'19"E	105.03'
L38	S88°32'35"W	17.07'
L39	S31°08'19"W	123.03'
L40	N89°12'14"W	455.60'
L41	N00°47'46"E	8.34'
L42	S89°50'21"W	187.19'
L43	N13°54'04"E	190.27'
L44	N35°35'12"E	208.07'
L45	N88°50'12"E	359.24'
L46	S02°56'55"W	204.26'
L47	S87°03'05"E	20.00'
L48	N02°56'55"E	203.60'
L49	S79°34'14"E	254.49'
L50	S83°47'02"E	140.88'
L51	S89°36'44"E	24.19'
L52	N03°53'59"E	20.04'
L53	N89°36'44"W	24.40'
L54	N83°47'02"W	129.98'
L55	N03°19'10"E	285.07'
L56	N45°49'58"W	204.57'
L57	S44°10'02"W	20.00'

EXHIBIT B

SCALE: NONE  
DATE: 06-06-16  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
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JOB 13-013

# Village at Eagle Heights Condominium Sanitary Sewer, Pump Station and Forcemain Easement Dimensions

## SANITARY SEWER, PUMP STATION AND FORCEMAIN EASEMENT DESCRIPTION

A strip of land, 20 feet wide for water main purposes being described as:  
Part of the North 1/2 of Section 20, T.1N., R.7E., City of South Lyon, Oakland County,  
Michigan, being more particularly described as: Beginning at a distant S.00°17'43"W. 33.00  
feet along the North line of the subject property, S.88°47'09" E. 94.26 feet and S.45°49'58"E.  
168.84 feet from the North 1/4 corner of said Section 20; thence continuing S.45°49'58"E.  
195.43 feet; thence S.03°19'10"W. 274.10 feet; thence N.79°34'14"W. 255.21 feet; thence  
S.88°50'12"W. 381.03 feet; thence S.35°35'12"W. 221.93 feet; thence S.13°54'04"W. 199.11  
feet; thence S.89°50'21"W. 71.20 feet; thence S.00°47'46"W. 23.68 feet; to a point where the  
easement widens to 28.34 feet wide; thence S.89°12'14"E. 278.96 feet along the South line of  
the subject property to a point where the easement narrows to 20.00 feet wide; thence  
continuing along the South line of the subject property S.89°12'14"E. 467.20 feet; thence  
N.31°08'19"E. 105.03 feet along the East line of the subject property; thence S.88°32'35"W.  
17.07 feet; thence S.31°08'19"W. 123.03 feet; thence N.89°12'14"W. 455.60 feet; thence  
N.00°47'46"E. 8.34 feet to a point where the easement widens to 28.34 feet wide; thence  
S.89°50'21"W. 187.19 feet to a point where the easement narrows to 20.00 feet wide; thence  
N.13°54'04"E. 190.27 feet; thence N.35°35'12"E. 208.07 feet; thence N.88°50'12"E. 359.24  
feet; thence S.02°56'55"W. 204.26 feet; thence S.87°03'05"E. 20.00 feet; thence N.02°56'55"E.  
203.60 feet; thence S.79°34'14"E. 254.49 feet; thence S.83°47'02"E. 140.88 feet; thence  
S.89°36'44"E. 24.19 feet; thence N.03°53'59"E. 20.04 feet; thence N.89°36'44"W. 24.40 feet;  
thence N.83°47'02"W. 129.98 feet; thence N.03°19'10"E. 285.07 feet; thence N.45°49'58"W.  
204.57 feet; thence S.44°10'02"W. 20.00 feet to the Point of Beginning.

EXHIBIT B

SCALE: NONE  
DATE: 06-06-16  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 mason\_brown@sbcglobal.net

JOB 13-013

**WATER SUPPLY SYSTEM EASEMENT**

KNOW ALL PERSONS that VILLAGE AT EAGLE HEIGHTS ASSOCIATION ("Grantor(s)", whose address is 120 W. GRAND RIVER AVENUE, SUITE 300, HOWELL, MI 48843, party of the first part, for and in consideration of the sum of \$1.00 paid to the Grantor(s) by the City of South Lyon, (a Michigan Municipal Corporation), party of the second part, whose address is, 335 South Warren, South Lyon Michigan 48178 do hereby grant(s) to the party of the second part the right to construct, operate, maintain, repair, and/or replace a Water Supply System within a permanent easement across and through the following described land ("Property") situated in the City of South Lyon, County of Oakland, State of Michigan to wit:

Commonly known as: \_\_\_\_\_

(Part of) Tax Parcel No.: 21-20-201-009

**SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A" AND  
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B"  
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN**

This conveyance also includes the right of the City, its contractors, and/or representatives to use the Private Roads in the Condominium project for all ingress and egress purposes associated with its obligations herein.

The Property so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to substantially the condition that existing prior to construction by the party of the second part in the sole discretion of the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_

*President, Village at Eagle Heights Association*

*Print or Type Name in black ink*

COUNTY OF OAKLAND     )  
                                      ) SS  
STATE OF MICHIGAN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

Notary Public: \_\_\_\_\_

*Print or Type Name*

My commission expires: \_\_\_\_\_

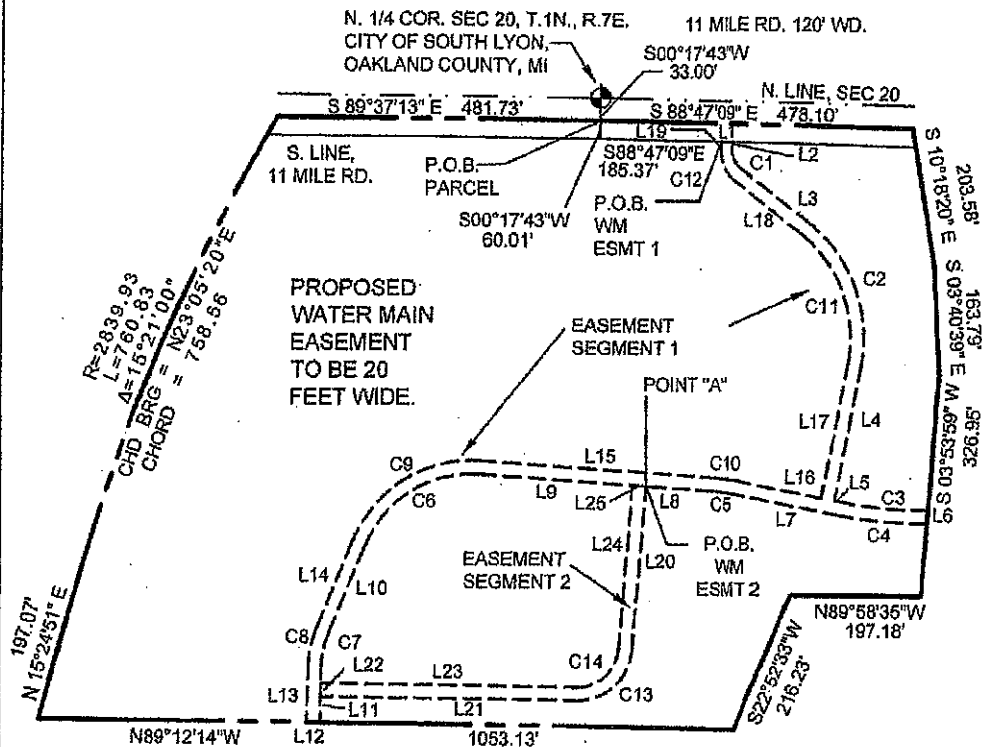
County, \_\_\_\_\_

Acting in \_\_\_\_\_ County, \_\_\_\_\_

Drafted by:  
John F. Calvin, Esq.  
Makower Abbate Guerra Wegner Vollmer PLLC  
30140 Orchard Lake Road  
Farmington Hills, MI 48334

When Recorded return to:  
City Clerk  
City of South Lyon  
335 South Warren  
South Lyon, Michigan 48178

# Village at Eagle Heights Condominium Water Main Easement Plan of Property and Easement Legal Description of Property



## PROPERTY DESCRIPTION

The Village at Eagle Heights Condominium, OCCP No. 795, as recorded in Liber 13112, Page 410, Oakland County Records, being described as:  
Part of the North 1/2 of Section 20, T.1N., R.7E., City of South Lyon, Oakland County, Michigan, being more particularly described as: Beginning at a point distant S.00°17'43\"W. 33.00 feet from the North 1/4 corner of said Section 20; thence S.88°47'09\"E. 478.10 feet; thence S.10°18'20\"E. 203.58 feet; thence S.03°40'39\"E. 164.79 feet; thence S.03°53'59\"W. 326.95 feet; thence N.89°58'35\"W. 197.18 feet; thence S.22°52'33\"W. 216.23 feet; thence N.89°12'14\"W. 1053.13 feet; thence N.15°24'51\"E. 197.07 feet; thence 760.83 feet along the arc of a curve to the right having a radius of 2,839.93 feet, a central angle of 15°21'00\", a chord bearing and distance of N.23°05'20\"E. 758.56 feet; thence S.89°37'13\"E. 481.73 feet to the point of beginning.

SCALE: 1" = 200'  
DATE: 05-23-13  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
2708 BRIDLE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 mason\_brown@sbcglobal.net

JOB 13-013

EXHIBIT A

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°47'09"E	20.00'
L2	S01°12'51"W	8.82'
L3	S52°55'08"E	130.03'
L4	S10°45'47"W	199.83'
L5	S79°14'13"E	5.85'
L6	S03°53'59"W	20.06'
L7	N79°14'13"W	159.15'
L8	N86°11'49"W	109.02'
L9	N86°11'49"W	249.81'
L10	S22°11'42"W	139.46'
L11	S00°47'46"W	77.97'
L12	N89°12'14"W	20.00'
L13	N00°47'46"E	77.97'
L14	N22°11'42"E	139.46'
L15	S86°11'49"E	358.82'
L16	S79°14'13"E	133.30'
L17	N10°45'47"E	199.83'
L18	N52°55'08"W	130.03'
L19	N01°12'51"E	8.82'
L20	S03°50'45"W	242.06'
L21	N89°12'14"W	384.88'
L22	N00°47'46"E	20.00'
L23	S89°12'14"E	384.88'
L24	N03°50'45"E	242.04'
L25	S86°11'49"E	20.00'

Village at Eagle  
Heights Condominium  
Water Main Easement  
Easement Dimensions

EXHIBIT B

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD BRG	CHD LGTH
C1	34.96'	37.00'	54°07'59"	S25°51'09"E	33.67'
C2	242.30'	218.00'	63°40'56"	S21°04'40"E	230.02'
C3	137.54'	683.00'	11°32'17"	S85°00'21"E	137.31'
C4	139.93'	703.00'	11°24'17"	N84°56'21"W	139.70'
C5	30.00'	247.00'	6°57'36"	N82°43'01"W	29.99'
C6	214.97'	172.00'	71°36'29"	S57°59'57"W	201.25'
C7	54.90'	147.00'	21°23'56"	S11°29'44"W	54.58'
C8	62.37'	167.00'	21°23'56"	N11°29'44"E	62.01'
C9	239.96'	192.00'	71°36'29"	N57°59'57"E	224.65'
C10	32.43'	267.00'	6°57'36"	S82°43'01"E	32.41'
C11	220.07'	198.00'	63°40'56"	N21°04'40"W	208.92'
C12	53.85'	57.00'	54°07'59"	N25°51'09"W	51.87'
C13	124.44'	82.00'	86°57'01"	S47°19'16"W	112.84'
C14	94.09'	62.00'	86°57'01"	N47°19'16"E	85.32'

SCALE: NONE  
DATE: 05-23-13  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

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JOB 13-013

**Village at Eagle Heights Condominium  
Water Main Easement  
Legal Descriptions of Easement**

**WATER MAIN EASEMENT DESCRIPTION**

A strip of land, 20 feet wide for water main purposes being described as:

Part of the North 1/2 of Section 20, T.1N., R.7E., City of South Lyon, Oakland County, Michigan, being more particularly described as: Beginning at a distant S.00°17'43"W. 60.01 feet and along the South line of 11 Mile Road, 120 feet wide, S.88°47'09"E. 185.37 feet from the North 1/4 corner of said Section 20; thence continuing along the South line of said 11 Mile Road S.88°47'09"E. 20.00 feet; thence S.01°12'51"W. 8.82 feet; thence 34.96 feet along the arc of a curve to the left having a radius of 37.00 feet, a central angle of 54°07'59", a chord bearing and distance of S.25°51'09"E. 33.67 feet; thence S.52°55'08"E. 130.03 feet; thence 242.30 feet along the arc of a curve to the right having a radius of 218.00 feet, a central angle of 63°40'56", a chord bearing and distance of S.21°04'40"E. 230.02 feet; thence S.10°45'47"W. 199.83 feet; thence S.79°14'13"E. 5.85 feet; thence 137.54 feet along the arc of a curve to the left having a radius of 683.00 feet, a central angle of 11°32'17", a chord bearing and distance of S.85°00'21"E. 137.31 feet to a point on the East property line of said Village at Eagle Heights Condominium; thence S.03°53'59"W. along the East property line of said Village at Eagle Heights Condominium, 20.06 feet; thence 139.93 feet along the arc of a curve to the right having a radius of 703.00 feet, a central angle of 11°24'17", a chord bearing and distance of N.84°56'21"W. 139.70 feet; thence N.79°14'13"W. 159.15 feet; thence 30.00 feet along the arc of a curve to the left having a radius of 247.00 feet, a central angle of 6°57'36", a chord bearing and distance of N.82°43'01"W. 29.99 feet; thence N.86°11'49"W. 109.02 feet to POINT "A"; thence N.86°11'49"W. 249.81 feet; thence 214.97 feet along the arc of a curve to the left having a radius of 172.00 feet, a central angle of 71°36'29", a chord bearing and distance of S.57°59'57"W. 201.25 feet; thence S.22°11'42"W. 139.46 feet; thence 54.90 feet along the arc of a curve to the left having a radius of 147.00 feet, a central angle of 21°23'56", a chord bearing and distance of S.11°29'44"W. 54.58 feet; thence S.00°47'46"W. 77.97 feet to a point on the South property line of said Village of Eagle Heights Condominium; thence N.89°12'14"W. along the South property line of said Village of Eagle Heights Condominium 20.00 feet; N.00°47'46"E. 77.97 feet; thence 62.37 feet along the arc of a curve to the right having a radius of 167.00 feet, a central angle of 21°23'56", a chord bearing and distance of N.11°29'44"E. 62.01 feet; thence N.22°11'42"E. 139.46 feet; thence 239.98 feet along the arc of a curve to the right having a radius of 192.00 feet, a central angle of 71°36'29", a chord bearing and distance of N.57°59'57"E. 224.65 feet; thence S.86°11'49"E. 358.82 feet; thence 32.43 feet along the arc of a curve to the right having a radius of 267.00 feet, a central angle of 6°57'36", a chord bearing and distance of S.82°43'01"E. 32.41 feet; thence S.79°14'13"E. 133.30 feet; thence N.10°45'47"E. 199.83 feet; thence 220.07 feet along the arc of a curve to the left having a radius of 198.00 feet, a central angle of 63°40'56", a chord bearing and distance of N.21°04'40"W. 208.92 feet; thence N.52°55'08"W. 130.03 feet; thence 53.85 feet along the arc of a curve to the right having a radius of 57.00 feet, a central angle of 54°07'59", a chord bearing and distance of N.25°51'09"W. 51.87 feet; thence N.01°12'51"E. 8.82 feet to the point of beginning of this Water Main Easement Segment 1. Return to POINT "A"; thence S.03°50'45"W. 242.06 feet; thence 124.44 feet along the arc of a curve to the right having a radius of 82.00 feet, a central angle of 86°57'01", a chord bearing and distance of S.47°19'16"W. 112.84 feet; thence N.89°12'14"W. 384.88 feet to a point on the East line of Segment 1 of this Water Main Easement; thence N.00°47'46"E. along the East line of Segment 1 of this Water Main Easement 20.00 feet; thence S.89°12'14"E. 384.88 feet; thence 94.09 feet along the arc of a curve to the left having a radius of 62.00 feet, a central angle of 86°57'01", a chord bearing and distance of N.47°19'16"E. 85.32 feet; thence N.03°50'45"E. 242.04 feet to a point on the South line of Segment 1 of this Water Main Easement; thence S.86°11'49"E. along the South line of Segment 1 of this Water Main Easement 20.00 feet to POINT "A", being the point of beginning of this Water Main Easement segment 2.

SCALE: NONE  
DATE: 05-23-13  
FOR: VILLAGE AT HEIGHTS  
JOB NO. 13-013

MASON BROWNS ASSOCIATES, LLC  
CIVIL ENGINEERS & LAND SURVEYORS  
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BLOOMFIELD HILLS, MICHIGAN 48304  
(248) 425-9789 mason\_brown@sbeglobal.net

JOB 13-013

EXHIBIT B



## **BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS** that Village at Eagle Heights Association ("Seller"), in consideration of \$1 received from the City of South Lyon, Oakland County, MI, ("Buyer"), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred, and delivered and by these presents does bargain, sell, grant, convey, transfer, and deliver unto Buyer the following:

### **Sanitary Sewer Quantities**

8" Sanitary Sewer = 2,226 LF

6" Sanitary Forcemain = 1,015 LF

Sanitary Manholes = 11

Sanitary Lift Station = 1

### **Water Main Quantities**

8" O.I.W.M. = 2,605 LF

Fire Hydrant Assembly = 9

8" Gate Valves and Wells = 6

All which lie and are located within utility easements and the Village at Eagle Heights Condominium, to have and to hold the same unto Buyer, his executors, administrators, and assigns forever:

Seller warrants and represents to Buyer that the title conveyed is good, its transfer is rightful, and the property is delivered free from any security interest or other lien or encumbrance.

Seller, for Seller and for Seller's executors, administrators and assigns, covenants and agrees with Buyer to warrant and defend title to the property hereby sold unto Buyer, his executors, administrators, and assigns against all and every person and persons whomsoever.

IN WITNESS WHEREOF, Seller has hereunto executed and delivered this Bill of Sale this  
\_\_\_\_\_ 2016.

\_\_\_\_\_  
Village at Eagle Heights Association, Seller  
By John Keiser, its President

**CONSENT OF THE BOARD OF DIRECTORS OF  
THE VILLAGE AT EAGLE HEIGHTS CONDOMINIUM ASSOCIATION**

The undersigned, being all the members of the Board of Directors (the "Board") of the Village at Eagle Heights Condominium Association, a Michigan nonprofit corporation (the "Corporation"), hereby adopt the following preamble and resolutions and take and consent to the following actions:

WHEREAS, the Corporation desires to dedicate main line utilities, including hydrants, hydrant valves, mainline valves and manholes and general right of access to this equipment located within the Villages at Eagle Heights Condominium (the "Condominium") to the City of South Lyon (the "City"); and

WHEREAS, the approval of at least two-thirds of all members of the Corporation is required for the removal of General Common Elements from the Condominium; and

WHEREAS, such approval has been granted by affirmative vote of at least two-thirds of the members;

NOW, THEREFORE, and after full and complete discussion of the public dedication of the above-referenced equipment, be it:

RESOLVED, that the dedication of the above-referenced equipment by execution and delivery of the Water Supply System Easement and Sanitary Sewer System Easement (the "Easements") and the Bill of Sale by the Corporation as grantor, and the City as grantee, hereby is approved in all respects, and that the President of the Corporation (the "Authorized Officer") hereby is authorized and empowered, in the name of and on behalf of the Corporation, to execute and deliver to the City such Easements and Bill of Sale substantially in the form approved by any such officer executing the same on behalf of the Corporation, their approval to be conclusively evidenced by their execution thereof;

RESOLVED, that any acts of the officers of the Corporation or of any person or persons designated and authorized to act by an officer of the Corporation which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts in the name and on behalf of the Corporation; and

RESOLVED, that this Consent is to be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 15 day of June, 2016.

<u>Kimberly A. Zimmerman</u>	<u>Kenneth Hubbard</u>
<u>Cynthia M. Hunter</u>	<u>John J. Ken</u>
<u>Stan R. Lohme</u>	

Being all of the Board Members of the Villages at Eagle Heights Condominium Owners Association, a Michigan nonprofit corporation.

CERTIFICATION

STATE OF MICHIGAN

)  
)SS  
)

COUNTY OF LIVINGSTON

I, Debra Zimmerman, being first duly sworn, depose and state as follows:

That I am the managing agent for Village at Eagle Heights Condominium Association, the corporation named in and which executed the Water Supply System Easement, the Sanitary Sewer System Easement, and the Bills of Sale relating to the dedication of such systems to the City of South Lyon.

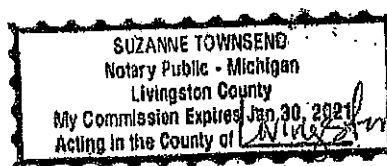
That the proposal to dedicate such systems was submitted to all Co-owners of Units in Village at Eagle Heights Condominium for the purpose of voting thereon, and that said Co-owners approved said document by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of Village at Eagle Heights Condominium Association at 120 W. Grand River, Suite 300, Howell, MI 48843.

Debra Zimmerman  
Debra Zimmerman

Acknowledged, subscribed and sworn to before  
me this 28 day of April, 2016.

Suzanne Townsend  
Suzanne Townsend Notary Public  
Livingston County, Michigan  
Acting in Livingston County  
My Commission Expires: 1-30-2021



## **RELEVANT PROVISIONS OF THE MASTER DEED AND BYLAWS**

Article X, Section 3 of the Master Deed allows the Board of Directors to grant such easements for utility, access or other lawful purposes as may be necessary for the benefit of the Condominium. Section 4 also provides that all public or private utility companies shall have such easements as may be necessary to fulfill any responsibilities of maintenance, repair, etc., which they are required or permitted to perform under the Condominium Documents or by law.

Article XI of the Master Deed provides that the Master Deed and Condominium Subdivision Plan may be amended with the consent of 66 2/3 of the Co-owners, except as to the limitations set forth in that section, none of which apply.

Article XI, Section 3 of the Bylaws provides that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4(f) provides that the Board has the power to acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

MASTER DEED

VILLAGE AT EAGLE HEIGHTS

This Master Deed is made and executed on this 16th day of November, 1992, by Adler Homes, Inc., a Michigan corporation, hereinafter referred to as the "Developer," the post office address of which is 719 East Grand River, Brighton, Michigan 48116, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Village at Eagle Heights as a Condominium Project under the Act and does declare that Village at Eagle Heights shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Village at Eagle Heights, Oakland County Condominium Subdivision Plan No. 795. The engineering and architectural plans for the Project were approved by, and are on file with, the City of South Lyon. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

A part of the North 1/2 of Section 20, T1N-R7E, City of South Lyon, Oakland County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section; thence S 00°56'03" W, 33.00 feet to the Point of Beginning of the Parcel to be described; thence S 88°47'09" E, along the Southerly right-of-way of 11 Mile Road (66 foot wide), 478.10 feet; thence S 10°18'20" E, 203.58 feet; thence S 03°40'30" E, 163.79 feet; thence S 03°53'59" W, 326.95 feet; thence N 89°58'35" W, 197.18 feet; thence N 83°02'33" W, 266.36 feet; thence N 03°53'59" E, 154.28 feet; thence N 86°06'01" W, 14.10 feet; N 03°44'52" E, 154.97 feet; thence N 86°06'01" W, 692.50 feet to the easterly right-of-way of the Grand Trunk Railroad (50 foot wide); thence along said right-of-way Northeasterly, 353.60 feet on the arc of a curve right having a radius of 2839.93 feet, a central angle of 07°08'02", and a long chord bearing N 27°11'49" E, 353.37 feet to a point on the southerly right-of-way of 11 Mile Road; thence along said right-of-way S 89°37'13" E, 481.73 feet (previously described as S 89°36'38" E, 479.81 feet) to the Point of Beginning; containing 12.08 acres of and, more or less.

## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Village at Eagle Heights Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Village at Eagle Heights as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Village at Eagle Heights Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Village at Eagle Heights as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Village at Eagle Heights as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Village at Eagle Heights as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time under Articles VI and VII hereof, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to add Units to the Project as provided in Article VI hereof.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Adler Homes, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Village at Eagle Heights, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

#### ARTICLE IV

##### COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof, including the driveways, roads, sidewalks and parking spaces located thereon not identified as Limited Common Elements.

(b) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls and including any electrical meters, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.



(c) Exterior Lighting. The exterior lighting system throughout the Project, including all electrical transmission lines, lighting fixtures and related equipment.

(d) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(e) Gas. The gas distribution system throughout the Project, including that contained within Unit walls and including any gas meters, up to the point of connection with gas fixtures within any Unit.

(f) Water. The water distribution system throughout the Project, including that contained within Unit walls and including any water meters, up to the point of connection with plumbing fixtures within any Unit.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(h) Storm Sewer. The storm sewer system throughout the Project.

(i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(j) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, halls, floor construction between Unit levels and chimneys.

(k) Community Facilities. The tennis courts and any other common recreational areas, if and when installed.

(l) Sump Pumps. The sump pumps, if any, throughout the Project, including all accessories related to their operation, located in some Units.

(m) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Balconies, Decks or Patios. Each individual balcony, deck or patio, if any, in the Project is restricted in use to the Co-owner of the Unit which opens onto such balcony, deck or patio as shown on Exhibit B hereto.

(b) Furnace/Air Conditioners. Each individual furnace/air conditioner in the Project is restricted in use to the Co-owner(s) of the Unit(s) which such furnace/air conditioner services.

(c) Garage Interiors and Driveways. Each individual garage interior and adjacent driveway are appurtenant to certain Units as Limited Common Elements as designated on Exhibit "B" attached hereto.

(d) Interior Surfaces. The interior surfaces of Unit and garage perimeter walls, windows, doors, ceilings and floors contained within a Unit and garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(e) Windows, Storm Windows and Window Screens. All windows whether fixed or removable, all removable storm windows, all fixed and removable window screens, all door windows and screens and doorwall, doorwall windows and doorwall screens, if any, appurtenant to each Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(f) Fireplace Combustion Chamber. The fireplace combustion chamber and flue, if any, for a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit served thereby.

(g) Porches. Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens onto such porch as shown on Exhibit "B" hereto.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Balconies, Decks or Patios. The costs of maintenance and decoration of each balcony, deck and patio described in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit which opens into such balcony, deck or patio (but not the costs of repair and replacement, which shall be the responsibility of the Association).

(b) Furnace/Air Conditioners. The costs of maintenance, repair and replacement of each individual furnace/air conditioner described in Article IV, Section 2(b) above shall be borne by the Co-owner(s) of the Unit(s) which such furnace/air conditioner services.

(c) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interior of the garage referred to in Article IV, Section 2(c) and all surfaces referred to in Article IV, Section 2(d) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant, and Co-owners shall be solely responsible for decoration, maintenance repair and replacement of the garage floors appurtenant to their Units.

(d) Storm Windows and Window Screens. The cost of maintenance, repair and replacement of all windows (whether fixed or removable), all removable storm windows, all fixed and removable window screens, all windows and screens in doors, and doorwalls, doorwall windows and doorwall screens, if any, referred to in Article IV, Section 2(e) shall be borne by the Co-owner of the Unit to which they are appurtenant.

(e) Fireplace Combustion Chamber. The costs of maintenance, repair and replacement of each individual fireplace combustion chamber and flue described in Article IV, Section 2(f) above shall be borne by the Co-owner(s) of the Unit(s) which such fireplace combustion chamber services.

(f) Porches. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the porches referred to in Article IV, Section 2(g) above shall be borne by the Co-owner of the Unit to which such porch is appurtenant.

(g) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Village at Eagle Heights as prepared by Boss Engineering Company. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor, and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on

the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Boss Engineering Company.

In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative square foot areas of the Units with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project. The proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association shall be equal.

Section 3. Percentage of Value Assignment. Set forth below are:

(a) Each Unit number as it appears on the Condominium Subdivision Plan.

(b) The percentage of value assigned to each Unit.

<u>Unit Number</u>	<u>Percentages of Value</u>
1	2.693
2	2.862
3	2.862
4	2.693
5	2.693
6	2.862
7	2.862
8	2.693
9	2.693
10	2.862
11	2.862
12	2.693
13	2.693
14	2.862
15	2.862
16	2.693
17	2.693
18	2.862
19	2.862
20	2.693

21	2.693
22	2.872
23	2.862
24	2.693
25	2.693
26	2.862
27	2.862
28	2.693
29	2.693
30	2.862
31	2.862
32	2.693
33	2.693
34	2.862
35	2.862
36	2.693

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Village at Eagle Heights and consisting of 36 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 180 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A part of the North 1/2 of Section 20, T1N-R7E, City of South Lyon, Oakland County, Michigan, more particularly described as follows: Commencing at the north 1/4 corner of said section; thence S 00°56'03" W, 33.00 feet; thence S 88°47'09" E, along the Southerly Right-of-Way line of 11 Mile Road (66 foot wide), 478.10 feet; thence S 10°18'20" E, 203.58 feet; thence S 03°40'39" E, 163.79 feet; thence S 03°53'59" W, 326.95 feet; thence N 89°58'35" W, 197.18 feet to the Point of Beginning of the Parcel to be described; thence S 22°52'33" W, 216.23 feet; thence N 89°12'14" W, 1053.13 feet to the Easterly Right-of-Way line of the Grand Trunk Western Railroad (50 foot wide); thence along said Easterly Right-of-Way line N 15°24'51" E, 197.07 feet; thence Northeasterly along said Easterly Right-of-Way line, 407.23 feet on the arc of a curve right having a radius of 2839.93 feet, a central angle of 08°12'57", and a long chord bearing N 19°31'19" E, 406.88 feet; thence S 86°06'01"E, 692.50 feet; thence S 03°44'52" W, 154.97 feet; thence N 86°06'01" W, 14.10 feet; thence S 03°53'59" W, 154.28 feet; thence S 83°02'33" E, 266.36 feet to the Point of Beginning; containing 11.25 acres of land, more or less, subject to any easements or restrictions of record.

and,

A parcel of land in part of the North 1/2 of Section 20, Township 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section; thence S 00°56'03" W, 33.00 feet; thence along the Southerly Right-of-Way of 11 Mile Road (66 foot wide) N 89°37'13" W 481.73 feet (previously described as N 89°36'38" W, 479.81 feet), to a point on the Easterly Right-of-Way of the Grand Trunk Western Railroad (50 foot wide); thence Southwesterly 760.83 feet on the arc of a curve left, having a radius of 2839.93 feet a central angle of 15°21'01", and long chord bearing S 23°05'20" W, 758.56 feet (previously described as having an arc length of 756.18 feet, a radius of 2838.22 feet, a central angle of 15°15'55", and long chord bearing S 23°10'18" W, 753.95 feet); thence S 15°24'51" W, 197.07 feet (previously described as S 15°32'21" W, 202.12 feet), to the Point of Beginning; thence S 89°12'14" E, 1053.13 feet (previously described as 1050.00 feet); thence S 00°49'40" W, 1212.36 feet; thence N 89°12'14" W, 884.34 feet; thence S 00°49'40" W, 511.28 feet (previously described as 509.83 feet) to the East and West 1/4 line of said Section 20; thence along said Section line N 89°10'31" W, (previously described as N 89°12'14" W), 600.00 feet, to the Easterly Right-of-Way of the Grand Trunk Western Railroad; thence along said Right-of-Way Northeasterly, 251.44 feet on the arc of a curve right, having a radius of 1885.08 feet, a central angle of 07°38'32", and long chord bearing N 11°35'34" E, 251.25 feet (previously described as having an arc length of 255.67 feet, a radius of 1884.84 feet, a central angle of 07°46'19", and long chord bearing N 11°39'13" E, 255.47 feet); thence N 15°24'51" E, 1525.93 feet (previously described as N 15°32'21" E, 1521.38 feet), to the Point of Beginning; containing 40.13 acres of land, more or less, subject to and including the use of Mill Street (66 foot wide). Also subject to any other easements or restrictions of record.

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the City of South Lyon. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole

discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

## ARTICLE VII ...

### CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 36 Units on the land described in Article II, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the project all or some portion of the land described in Article II except that in no event may the project consist of fewer than four (4) Units and Units 1 through 4 inclusive plus any land and improvements for the buildings in which they are located may not be withdrawn from the Project.

Furthermore, any land added under Article VI above, shall be deemed to be part of the contractable area under Article VII (hereinafter referred to as "contractible area").

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than four. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate

condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

## ARTICLE VII

### CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Certain areas adjacent to individual Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

Section 3. Developer's Right to Construct Patios or Decks. The Developer reserves the right, from time to time, within a period ending no later than six years from the date of recording this Master Deed, to construct patios or decks on all or any portion or portions of the Convertible Areas which will be limited common elements of the Units to which they are appurtenant. The precise number and location of patios or decks which may be constructed shall be determined by Developer in its sole judgment but nothing herein contained shall obligate the Developer to construct any patios or decks whatever. The patios or decks shall be assigned by the Developer as appurtenant to individual Units on an equitable basis. Any consideration paid by a Co-owner for the construction and assignment of a patios or decks shall inure solely to the benefit of Developer; provided that such consideration will be returned to the Co-owner if such assignment is not made.

Section 4. Co-owners' Right to Construct Decks or Patios. The Developer reserves the right, during the Construction and Sales Period, for individual Co-owners to construct decks or patios containing not more than 200 square feet of area within the Convertible Area designated for such purpose, subject to the prior written approval from the Developer of the architectural plans for such improvements. Such deck or patio areas shall be limited common elements to the Units to which they are appurtenant. The Association shall have no responsibility for the maintenance, repair, decoration or replacement of such patio or deck areas. As provided for under the Act, the Association may specially assess Units with such patios or deck areas for the cost of their maintenance if it undertakes to maintain them. Any such improvements shall be completed by Co-owner prior to the time the Developer files as-built plans for the Condominium pursuant to the Act.



Section 5. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

## ARTICLE IX

### OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the Project pursuant to Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the roadways and sidewalks located in the Project.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of South Lyon. All such improvements shall be reasonably compatible with the existing structures in

the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE X

### EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII or any portion or portions thereof, perpetual easements for the unrestricted use of all main service roads in the Condominium designated as such on the Condominium Subdivision Plan, as amended from time to time, for the purposes of further development and construction by it or its successors and assigns and also for purposes of access to any

adjoining land which may now be owned by the Developer and to other residential projects within the area of future development by the owners and occupants thereof and their invitees, successors and assigns. In order to achieve the purposes of this Article, and of Articles VI and VII of this Master Deed, the Developer shall have the right to alter any General Common Element areas existing between any of said main service roads and any portion of said area of future development or any adjoining land which may be owned by Developer by installation of curb cuts, paving and roadway connections at such locations on and over said General Common Elements as the Developer may elect from time to time. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving or roadway connections in connection with the installation thereof, the Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All expenses of maintenance, repair, replacement and resurfacing of any main service road shall be borne by all residential developments the closest means of access to a public road of which is over such road. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of the above expenses with respect to each main service road which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of completed dwelling Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other completed dwelling units in developments the closest means of access to a public road of which is over such main service road. Developer may, by a subsequent instrument, prepared and recorded in its discretion, without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so.

(b) Dedication to the Public. The Developer reserves the right at any time during the Construction and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Village at Eagle Heights, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII and any adjoining land which may be owned by the Developer or any portion or portions

thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII and any adjoining land which may be owned by the Developer which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles VI and VII and any adjoining land which may be owned by Developer that are served by such mains.

(d) Granting of Utility Easements. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Article

II and Articles VI and VII hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

## ARTICLE XI

### AMENDMENT

~~This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners~~ except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium

Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer, 80% of non-developer Co-owners and 80% of first mortgagees.

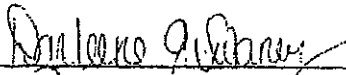
Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

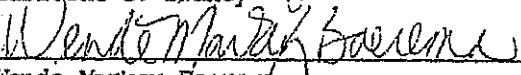
## ARTICLE XII

### ASSIGNMENT

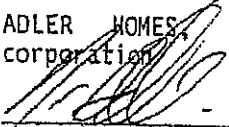
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

WITNESSES:

  
Darleene G. Swaney

  
Wende Markey Boerema

ADLER HOMES, INC., a Michigan corporation

  
MARK ADLER, Vice President

STATE OF MICHIGAN )  
 )SS  
COUNTY OF LIVINGSTON)

On this 16th day of November, 1992, the foregoing Master Deed was acknowledged before me by Mark Adler the Vice President of Adler Homes, Inc., a Michigan corporation, on behalf of the corporation.

Darleene G. Swaney  
Darleene G. Swaney  
Notary Public  
Livingston County, Michigan  
My commission expires: May 5, 1993

Master Deed drafted by:

Gregory J. Gamalski  
MADDIN, HAUSER, WARTELL, ROTH,  
HELLER & PESSES, P.C.

Third Floor Essex Centre  
28400 Northwestern Highway  
Southfield, Michigan 48034

When recorded, return to drafter

0146B-3

EXHIBIT A  
THE VILLAGE AT EAGLE HEIGHTS  
BYLAWS

ARTICLE I  
ASSOCIATION OF CO-OWNERS

The Village of Eagle Heights, a residential Condominium Project located in the City of South Lyon, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II  
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or



losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget: Regular Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium; (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$3000.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$3000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Apportionment of Assessments. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Construction and Sales Period as defined in Article III, Section 10 of the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall during the Construction and Sales Period pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of Completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, during the Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not Completed notwithstanding the fact that such Units not Completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any

Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the City of South Lyon.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed \$50.00 per installment may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the

payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known

address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into

possession of the Unit (except for claims for a pro rata share or such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### ARTICLE III

#### ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.