

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins

Chief of Police



Memorandum

To: Honorable Mayor Galeas and Council Members

From: Chief Lloyd T. Collins

Subject: Council Meeting Packet

Date: July 6, 2016

I am enclosing this memo with the City Council packet for the meeting of July 11, 2016. This is the first agenda/packet that I have organized in my assignment as interim city manager, this time around. I have endeavored to have the agenda and packet complete and well organized. I will make every attempt to avoid last minute additions to either.

If you have any questions regarding any item(s) on the agenda, please contact me at your earliest convenience. If any research is necessary to answer your questions, I will conduct it expeditiously and send the answer to all council members prior to the meeting, if possible.

As you know, I make availability and communication a high priority. I am happy to take calls on my cell phone, (248-388-8855), both during and after business hours. I also have my e-mail, (chief@southlyonpolice.com), forwarded to my cell phone. I check my e-mail often, but a call or text to my cell phone usually gets a faster response.

I encourage you to contact me with any questions or concerns, whether related to the agenda/packet, police department issues, or general city operations. If I do not have an answer readily available, I will check with the city department involved and get back to you promptly.

Regular City Council Meeting

July 11, 2016

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: June 27, 2016
Approval of Bills:
Approval of Agenda
Appointments- South Lyon Hotel Reconstruction Coordinating Committee- Bob Donohue
Dereck Mashburn to Downtown Development Authority Board

Public Comment

I. Old Business – None

II. New Business-

- 1. Volunteer Park Athletic Field Development**
- 2. Required budget amendments**
- 3. Auction of retired patrol vehicles**
- 4. Consider purchase of street sweeper**
- 5. Establish pay rates for Non-Union Employees and Department Heads**
- 6. Consider approval of Chief of Police Contract**
- 7. Consider Succession Plan Resolution**

III. Discussion- Downtown

IV. Manager's Report-

V. Council Comments-

VI. CLOSED SESSION regarding written Attorney-Client Privileged Communication regarding the City Manager's absence pursuant to Section 8(h) of the Open Meetings Act which provides that a public body may meet in a closed session to consider material exempt from disclosure or discussion by state or federal statute where the Michigan Freedom of Information Act, at MCL 15.243(g), exempts information or records subject to the attorney-client privilege from disclosure.

VII. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
JUNE 27, 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

Council Members: Dedakis, Kivell, Kramer, Kurtzweil, Rzyzi and Wedell

ALSO PRESENT: City Attorney Wilhelm, Chief Collins, Department Head Martin and Clerk/Treasurer Deaton

ABSENT: City Manager Ladner

MINUTES

Councilmember Dedakis stated she would like the sentence on page 3 changed to "Councilmember Dedakis stated based on her research, she is wondering if we need a food vendor truck ordinance at all." She further stated on page 5 the word truck should be changed to ordinance. She stated on page 9 the sentence stating no one gives them credit, should be changed to the DPW doesn't get the credit they deserve.

Councilmember Kivell stated the sentence Councilmember Kivell read aloud a letter received by him and the City Manager should be changed to reflect the letter was received by Council and the City Manager. He further stated on page 3 the word we should be added to the sentence reflecting we didn't forecast that it made it so difficult that it could stifle this type of activity from being conducted.

CM 6-1-16 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Kivell, supported by Dedakis

Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

Chief Collins stated the Chief Kennedy would like to add an item #11 under New Business for the approval of the sale of a Fire Truck. Councilmember Kurtzweil stated she has researched the open meetings act regarding closed sessions and she understands the determination of a closed session should be reflected in the minutes of the regular meeting. Attorney Wilhelm stated the motions are made in the open session. Councilmember Kurtzweil stated a determination was made and it should have been on the record. Councilmember Kramer stated there was no decision made, there was only discussion. Councilmember Rzyzi stated he is concerned and agrees with Councilmember Kurtzweil. He further stated there have been too many closed sessions that weren't necessary. Attorney Wilhelm stated it is possible for the Attorney to get direction from Council without any decisions being made. He further stated if any decisions are made in closed session the motion will be made in the open meeting and presented in the minutes. Councilmember Wedell stated he has been part of closed sessions for many years and we have always been very careful to not make decisions in closed sessions, votes are taken in open session.

6/27/16

Councilmember Kivell stated he would like Council to consider discussing items #3 through #6 as one topic because they are basically the same issue. Councilmember Ryzyi stated he would like to keep them as separate items because the motions are different. Further discussion was held regarding the Agenda.

CM 6-2-16 MOTION TO APPROVE AGENDA AS AMENDED

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

VOTE: MOTION CARRIED UNANIMOUSLY

Mayor Galeas made a statement about the South Lyon Hotel fire. He stated all our businesses are important and his heart goes out the owners and employees of the South Lyon Hotel. The South Lyon Hotel was the heart of the City and this is very emotional for everyone.

PUBLIC COMMENT

Kim Lindstrom stated she is representing Blessings in a Backpack and she wanted to thank the Cultural Arts Commission for the generous donation of their proceeds from the Sisters of the Brush art show. She also stated she is here to support the Witches Hat.

Josey Kearns stated the Sisters of the Brush was a great event and they received \$870.00 which will fill 372 backpacks for fall. She stated all of the donated art was sold as well.

Carl Richards of 390 Lenox stated the Korean Choir concert is happening in town tonight and it is heavily attended. There will also be other cultural events this summer. Mr. Richards stated Yerkes drain is almost dry if anyone is interested in help cleaning it out. Mr. Richards stated he has had a file on the Cemetery for many years and he is working on some things to be added to a future agenda.

OLD BUSINESS- None

NEW BUSINESS

1. Consider appointment of Acting City Manager

Mayor Galeas stated he would like Council to appoint Chief Lloyd Collins as Acting City Manager, he has done this before and this will add some stability to the City, although the City has been running well. Chief Collins stated he has no interest in becoming the City Manager as a full time job, but he will temporarily act as City Manager. Councilmember Dedakis stated this is a difficult subject because no one knows how long City Manager Ladner will not be here. Councilmember Kramer stated he is hoping we can get an update on City Manager Ladner. Councilmember Kurtzweil stated she is appalled to find out no one was in charge of the City since Friday morning. She further stated the City needs a formal succession plan in place in case something happens to the City Manager as well as Department Heads. Further discussion was held regarding this topic.

CM 6-3-16 MOTION TO APPOINT CHIEF COLLINS AS ACTING CITY MANAGER

Motion by Kramer, supported by Wedell
Motion to appoint Lloyd Collins as Acting City Manager

Chief Collins stated in the past he has acted as City Manager without any additional compensation, but he did have a discussion with Mayor Gales regarding an additional 2 hours of pay each day he will be acting as City Manager.

Councilmember Kramer stated he based his motion the information that was in front of him.

6/27/16

Councilmember Kramer withdrew his motion, Councilmember Wedell withdrew his second. Attorney Wilhelm stated City Manager Ladner's expected return date is July 5th, and he will be giving Council additional information regarding the discussion held tonight. Councilmember Kramer stated we have no idea how long this could be necessary. Councilmember Kivell stated if she isn't back on the 5th, we will have to make a decision then. Discussion was held regarding the succession plan that needs to be put in place and the stability it will give the City.

CM 6-4-16 MOTION TO APPOINT LLOYD COLLINS AS ACTING CITY MANAGER

Motion by Kurtzweil, supported by Rzyzi

Motion to appoint Lloyd Collins as Interim City Manager as of June 27th at 8:50 p.m. until the City Manager returns to work and duties or as otherwise determined by City Council, and an additional 25% of his base pay as of June 28th until further notice

VOTE: MOTION CARRIED

2. Consider approval of Budget Amendments

Chief Collins stated Lori Mosier our Bookkeeper is here if Council has any questions regarding the amendments. Councilmember Wedell stated the amendments should be done throughout the year, not just at the end of the fiscal year. Councilmember Kivell stated this is an amendment to the budget to account for our activities throughout the year. Councilmember Wedell stated when a resolution is approved that changes the budget, it should trigger the City Manager to amend the budget. Councilmember Kivell agrees the budget should be amended as we go, and sometimes this is seen as a bad thing, but it is simply the course of doing business. Councilmember Kurtzweil asked when the budget is amended, each time a change to the budget is made or quarterly. Councilmember Wedell suggests quarterly. Councilmember Kurtzweil stated she would like this at the next meeting as an action item. Bookkeeper Mosier stated she has suggested the amendments be done quarterly as well.

CM 6-5-16 MOTION TO APPROVE BUDGET AMENDMENTS

Motion by Wedell, supported by Kivell

Motion to approve the budget amendments as presented

VOTE: MOTION CARRIED UNANIMOUSLY

3. Consider approval of the resolution to Temporary Suspend Enforcement of Parts of City's Mobile Food Vending Ordinance
4. Consider approval of the resolution to amend Mobile Food Vending Application and License Fees
5. Consider approval of the First Reading of Amendment to Mobile Food Vending Ordinance 13-16
6. Consider suspending enforcement indefinitely of the Mobile Food Vending Ordinance Article 9, Section 22-279 through 22-279 with respect to private property only

Councilmember Rzyzi stated there are two options. One is to amend the current ordinance, the other is to suspend the existing ordinance pertaining to private property which will be a win-win situation for everyone. Councilmember Rzyzi referred to the Ordinance as the garbage ordinance. He further stated this is a 15 page ordinance that vendors would have to read through. Mayor Galeas stated the Council approved the ordinance unanimously. Councilmember Rzyzi read through some of the requirements for the approval of mobile food vendors. He further stated this is a very long process for someone, and he also has a problem with the application being too long. He further stated it also states an application can be denied for 9 items, which originally was cut down from 13 reasons, which is still too many. Chief Collins stated they don't want to be the food Police, but they will respond to any complaint that may be made regarding a food truck vendor. Councilmember Rzyzi stated the food trucks are regulated through the State and we need to let private property owner's deal with it. Mayor Galeas stated he agrees we made this a difficult ordinance and we should not lump the private property with the public property. That wasn't Council's intent, but that is what happened. He further stated he agrees with Councilmember Rzyzi and we should suspend enforcement of the Ordinance for private property. Councilmember Dedakis stated

she has done the research and our neighboring communities do not have a food truck ordinance. She further stated most have special permits that encompasses where the food trucks will be located. Councilmember Dedakis stated based on the regulations of the State and County there is not a need for a food truck ordinance. Councilmember Kivell stated we need to adjust the fees; this should not be a revenue item. He further stated he doesn't feel a background check is necessary for food trucks on private property either. Councilmember Kivell further stated he feels a \$30.00 fee should be sufficient. Councilmember Kivell stated his concern is the food truck vendors should stay in the B2 and B3 district. Councilmember Kramer asked if we could suspend enforcement for 90 days, then see if anything needs to be done further. He further stated he doesn't understand why a background check would need to be done for a vendor on private property.

Chief Collins stated he agrees that we don't need background checks for private property, but public property is important. Mayor Galeas stated we are all in agreement that this ordinance isn't working because we shouldn't be involved with the food vendors on private property.

Councilmember Kurtzweil stated she wants to make sure this motion is clear. This motion is to suspend this ordinance indefinitely regarding enforcement on private property, which includes the application fee and the background checks. Attorney Wilhelm stated he cannot separate private versus public in this ordinance, because it requires the same for public and private property; therefore you will have to suspend the entire ordinance. Councilmember Kivell asked if there should be a necessity or an obligation to provide information by the sponsor for the Fire Department to examine where they will be locating the food truck. Councilmember Kurtzweil stated we need to suspend enforcement of the Ordinance tonight, and then we can look at anything that may be needed in the future. She stated she contacted the Michigan Agriculture Department and the form food vendors must fill out is much smaller than the application the City has; it requires the name of the unit, operator, email address, license number and what county they are licensed in. She further stated we can use the same form for the City as opposed to the 3 page application form we currently have. Councilmember Kramer asked Attorney Wilhelm if there any issues that he may foresee if we suspend the enforcement of the entire ordinance. Attorney Wilhelm stated the only issue he can foresee is if we repeal this ordinance and someone is doing something the City doesn't like, we are unable to enforce it. Councilmember Kivell stated he doesn't foresee anything occurring that could be a problem. Councilmember Rzyzi stated he is willing to make his motion to suspend the entire ordinance until a new ordinance is written which would include a minimal amount of information needed from the vendor or we could get rid of the entire ordinance on private property all together. Councilmember Dedakis stated for the record, she stated that same thing 45 minutes ago, we do not need a food truck vendor ordinance. Councilmember Kurtzweil stated she said that two weeks ago.

Councilmember Kurtzweil stated the Department of Agriculture explained there is a food law that prohibits a County, City, Village or Township from regulating aspects of food service establishments which are regulated under this act because it could be considered a conflict with the Act. Mayor Galeas stated all of this conversation should have taken place before now. He further stated at the beginning we stated we may have to change the ordinance as we move forward and get feedback from everyone. Councilmember Kramer stated he is willing to agree to suspend the ordinance. Further discussion was held regarding the existing ordinance.

Allen Willard owner of the Jamaican Food Truck stated his insurance company requires much more than the State of Michigan. He further stated they are required to submit their times of service to the County Health Department for which they are working, and they can drop in at any time to check their trucks. He further stated he would like to thank Council for taking the time to adjust this Ordinance.

Joyce Clohosey stated people in the audience are laughing because they can read the ordinance and know it doesn't make sense. She further stated the food truck vendors will not read the ordinance and jump through all the hoops the City is asking. Ms. Clohosey stated this Ordinance was created and shouldn't have been created, and it was a waste of time and money. It hurts the local businesses. She further stated this is counterintuitive, and it shouldn't take 4 hours for this to be discussed throughout the year. Councilmember Kramer stated the Ordinance is going to be changed. Ms. Clohosey stated why anyone else would read this if the Council didn't read it themselves. She stated she was here last year for the same reason, and people told Council at that time that this Ordinance wasn't necessary and now you realize it a year later. Mayor Galeas stated we overreacted when this began. He further stated this isn't such an easy thing. Councilmember Kurtzweil stated she thought more research was put into this. She further stated the public has a right to be angry. Ryan Cottingim stated he hopes Council can see that an employee possibly didn't act well, and the management isn't living up to their responsibility. When he was discussing this last year, he was only dealing with the City Attorney, and he would think as a business owner, he

should have been dealing with the City Manager. Mayor Galeas stated this isn't something that can be fixed overnight. Councilmember Ryzyi stated there are taxpayers wondering where their money is going, why we have to keep going back over this over and over again. Councilmember Dedakis stated she agrees that he should have been able to deal with the City Manager, and there was a miscommunication as to what should have happened at that time. Mr. Cottingim stated he was told the City Manager's review was due back in February and it wasn't done, we should be dealing with the City Manager, not Council. He further stated it seems there is no management available. Further discussion was held regarding the food truck vendor ordinance.

CM 6-6-16 MOTION TO SUSPEND FOOD TRUCK ORDINANCE INDEFINITELY AS TO ENFORCEMENT ON PRIVATE PROPERTY

Motion by Ryzyi, supported by Kurtzweil

Motion to support the mobile food vending ordinance Article 9, Section 22-231 through 22-279 are Suspended indefinitely as to enforcement with respect to private property only

VOTE:

ROLL CALL

Kivell- Yes

Dedakis- Yes

Ryzyi- Yes

Galeas- Yes

Wedell- Yes

Kramer- Yes

Kurtzweil- Yes

7. Consider approval of ASTI Environmental's Proposal for Services related to Restrictive Covenant Evaluation for 128 S. Lafayette

City Attorney Wilhelm stated this is a proposal from ASTI Environmental for consulting services related to providing an environmental covenant evaluation for 128 S Lafayette. He further stated this has been discussed in the past, and this is the last item ARCADIS who is representing BP Amoco need to move forward to approve the restrictive covenant to submit its draft closure report to the DEQ. He further stated this will cost approximately \$2,000.00 They will be looking at the draft submitted by ARCADIS and the background. Councilmember Kramer stated this will give us the information as to what is happening on this property. Councilmember Kivell stated his concern is that they are rushing to free themselves from this obligation and we need to make sure this is done right; because we don't want to have a deed encumbered which would prevent us from building over it. He is concerned what the WellHead Protection vulnerability could be to us. Robert Anderson of ASTI stated his concern with the WellHead Protection program is what the levels of contaminants will be left there, and will that cause any future risk to the protection of the City. Councilmember Kivell asked if the contamination can continue to spread. Mr. Anderson stated that has happened, and he is looking at restricting the ground water use, but he doesn't think this there will be any resource restriction.

CM 6-7-16 MOTION TO APPROVE ASTI PROPOSAL

Motion by Kramer, supported by Dedakis

Motion to approve the ASTI proposal for environmental consulting services related to restrictive covenant review for 128 S Lafayette St South Lyon, Michigan, with the limitation of liability provision in the Attachment A terms and conditions removed and authorize the City Manager to sign for approval.

VOTE:

MOTION CARRIED UNANIMOUSLY

8. Consider approval of negotiated annexation agreement for Tax I.D 21-30-126-001

City Attorney Wilhelm stated this is a request from the property owner at the corner of Ten Mile and Dixboro to be annexed into the City from Lyon Township. He stated Lyon Township has approved the resolution and agreement. Bob Langan stated he is representing the owner of the property. He stated he had met with the City Manager about a year and a half ago, and she believed at that time this would be a good thing for the City, but the City wouldn't pursue this without Lyon Townships approval, which they now have. Councilmember Kivell asked if they will be requiring City services. Mr. Langan stated they will be connecting to City a service which is one reason why they asked for the annexation. Councilmember Kivell stated he believes this is a good thing for the City. Councilmember Kurtzweil stated she wanted it on record that she knows Mr. Langan, but she did not discuss this with him. She asked Mr. Langan what is the intent of the land will be used for. Mr. Langan stated they are leaning towards single family homes, but they are also investigating attached condos. He further stated anything they decide will be brought to Council first. Councilmember Kurtzweil stated anytime you discuss adding new housing stock in the City, especially in the downtown area which is aging is a good thing and the City will benefit from this and she is happy to hear this.

CM 6-8-16 MOTION TO APPROVE RESOLUTION OF ANNEXATION OF PROPERTY ID 21-30-126-001

Motion by Kramer, supported by Kurtzweil

Motion to approve the resolution annexing certain property located in Charter Township of Lyon to the City of South Lyon

VOTE:

MOTION CARRIED UNANIMOUSLY

CM 6-9-16 MOTION TO APPROVE THE NEGOTIATED ANNEXATION AGREEMENT FOR PROPERTY ID 21-30-126-001 INTO THE CITY OF SOUTH LYON

Motion by Kramer, supported by Kurtzweil

Motion to approve the negotiated annexation agreement for property ID 21-30-126-001 into the City of South Lyon and authorize the Mayor and Clerk to sign

VOTE:

MOTION CARRIED UNANIMOUSLY

9. Consider approval of Oakland County Law Enforcement Mutual Aid Agreement

Chief Collins stated this was originally signed in 1988 and this is just a clean-up of the agreement. Our Attorney's office has investigated the contract and he agrees we should move forward with this agreement.

CM 6-10-16 MOTION TO APPROVE OAKLAND COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT

Motion by Rzyzi, supported by Kramer

Motion to approve the resolution of participation in the Oakland County Law Enforcement Mutual Aid Agreement dated May 11, 2016

VOTE:

MOTION CARRIED UNANIMOUSLY

10. Consider approval of temporary outdoor service for Witch's Hat "Fury for a Feast" event

Chief Collins stated he recommends the approval based on past experiences with their events. This event is contained on private property although it will impact the surrounding parking areas. Ryan Cottingham stated this has been very successful in the past; we have raised 3,000 pounds of food and approximately \$16,000. Councilmember Rzyzi stated this is a great event and he is happy we can do right for the Witch's Hat. It is great exposure for the community.

CM 6-11-16 MOTION TO APPROVE THE APPLICATION FOR TEMPORARY AUTHORIZATION FOR OUTDOOR SERVICE BY WITCH'S HAT BREWING COMPANY FOR FURY FOR A FEAST EVENT

6/27/16

Motion by Kurtzweil, supported by Wedell

Motion to support the application for temporary authorization for outdoor service by Witch's Hat Brewing Co. for their 4th annual Fury for a Feast on August 27, 2016

VOTE: MOTION CARRIED UNANIMOUSLY

11. Consider approval of sale of 1996 KME Renegade Fire Engine

Chief Kennedy stated the engine has been online and listed with a broker for the past 2 months, and unfortunately they have not received a lot of interest. He further stated we received an offer today for \$35,000.00 He further stated he recommends we take the offer, otherwise we could continue to sell it, but it hasn't been successful.

CM 6-12-16 MOTION TO APPROVE SALE OF 1996 KME RENEGADE FIRE ENGINE

Motion by Kramer, supported by Kurtzweil

Motion to approve sale of 1996 KME Renegade Fire Engine for \$35,000

VOTE: MOTION CARRIED UNANIMOUSLY

III Discussion- Downtown

Councilmember Ryzyi stated he wanted to thank Bob Donohue for getting rid of the blue tarps at the Artcraft Building and putting up the shears. He further asked if the peeling paint and the wooden board in the window can be removed soon as well. Mr. Donohue stated he met with Tom Lyons and he asked him to introduce him to the owner. He met with Mr. Bonner, Tom Lyons and Bob Martin and he wants to thank them. He further stated the ladies at City Hall treat this owner very well and that means a lot. He met with Mr. Bonner and listened to all his concerns and asked if he could put up the shears and take down the tarps, which he agreed to. Mr. Donohue stated he met with Tom Lyons, Mr. Bonner and his nephew Jessie Bonner. He further stated he did agree to remove the wood from the top of the windows. He further stated it was said they would have the building painted by the end of the summer. He stated they spoke about what it would cost to make the building habitable, and he will be contacting different contractors to get a cost. Mr. Donohue stated he is hoping he will move forward with paying for the repairs to be completed. Councilmember Kurtzweil stated she doesn't know if Mr. Bonner will be interested, but it would be wonderful if he would consider leasing that space to the Cultural Arts Commission for a nominal rate. They could turn that into a cultural arts building as it was originally. She further stated she believes the the Cultural Arts Commission could raise the funds to do that. Mr. Donohue stated he would be happy to discuss that with Mr. Bonner.

Councilmember Ryzyi stated he would like to see some kind of a fundraiser for the South Lyon Hotel. He further stated we need to give them all the support we can. Mayor Galeas stated there has been a lot of discussion regarding fundraisers. The Hotel meant so much to so many people, and our town cares a great deal. He stated the owners are currently overwhelmed at the moment, but he knows everyone is interested in having some sort of a fundraiser. He further stated the South Lyon Hotel will come back bigger and better and it may bring the community together. Further discussion was held regarding a fundraiser for the South Lyon Hotel during Pumpkinfest. Councilmember Dedakis stated the employees have a go fund me page if anyone is interested in donating. She further stated she spoke with Corey and they ask that we wait for a period of time before any fundraising is done. She further stated the memo Bob Donohue gave to the Council is very thorough and is exactly what they need to see because it answers a lot of her questions. Mr. Donohue stated he will be assisting the owners of the South Lyon Hotel anyway he can. Councilmember Kurtzweil stated this is the time we need to become business friendly. We need to do anything we can to help them to make sure they rebuild in the City and they don't go elsewhere. She further stated there will probably be 4 or 5 other communities that will be competing with South Lyon for their business. She stated this corner is very important to South Lyon and you can't lose it to anyone else. She further stated the City has a history of stopping economic development. Mr. Donohue stated he takes this personal and he feels the City is doing everything right and there are many programs that can assist them with rebuilding. Councilmember Kurtzweil asked to have an action item added to the next Council Meeting to establishing a South Lyon Hotel reconstruction coordinating committee and a point person to work with building owners and all City related programs and activity

and all City economics. She would like to nominate Mr. Donohue as the person that sits on the coordinating committee so we can get this going, and get it into the paper so everyone knows he is the point person for this. Mayor Galeas stated he has met with Tom Lyons and Bob Donohue and everyone is doing everything right to assist the owners. Mr. Donohue stated he was there this morning, and there was talk about removing the walls, and he told the contractors they could not do that until the Oakland County Historic preservation architect needs to see them, as well as the State historic preservation architect. He further stated you have to have the right people looking at things until they move forward to ensure they could use Federal Reserve tax preservation credits. Councilmember Kivell stated the tragedy that took place at the hotel, reflects the City has a very competent person in place and that will quickly be known, and he is happy he is now working for the City. Councilmember Ryzzi stated he has spoken with some residents on Dorothy Street and they are happy we are focusing on the downtown, but the residents outside of downtown want to know they are being heard as well. He asked if there were sprinklers at the Historical Village and if they haven't been turned on, if they could get them on. He stated the parking lot on Dorothy Street is in very bad shape. Chief Collins stated he recalls Department Head Martin stated he might be able to have the DPW take care of the pot hole, and he will discuss this with the DPW. Councilmember Ryzzi further stated if there is a way we can add a sign stating it is a City parking lot, and have an opening from the back of the fence into the park. Chief Collins stated he believes there currently is an opening.

IV MANAGERS REPORT-

Chief Collins asked Council if they are interested in receiving the weekly reports from the Department Heads because it seems they haven't been passed along to Council in some time. Councilmember Kivell stated he would like to see them if he has the time.

Councilmember Kurtzweil stated she spoke with HRC regarding the bond for Volunteer Park and it is a limited tax full faith and general obligation bond. She stated the proposed budget for 2015-2016 reflects the mill is set at 0.3450 to cover the debt servicing, which does cover the bond payments. She further stated in the 2016-2017 mill was lowered to 0.3000 she further stated she asked if the lowering of that mill will cover the debt servicing of the bond, and she was told it will not. She was told there will be a shortfall of approximately \$6,425.00 Councilmember Kurtzweil stated she doesn't recall any conversation regarding lowering this mill. She further stated now that it is lowered, there will be a shortfall. The obligation of the City is to earmark the money to cover the deficiency with this bond. It is very concerning that Council was not notified of this.

V. COUNCIL COMMENTS-

Councilmember Kurtzweil stated she wants to thank Lucas Coney Island for hiring one of the Hotel's employees and everyone should recognize them for doing such. She also wished everyone a safe and happy 4th of July holiday. Councilmember Kramer stated he didn't know anything about the fire at the South Lyon Hotel until he saw it on the news. He believes there should be a notification system in place to notify Councilmembers of significant events that occur in the City. Chief Collins stated it is normally the Department Head involved that is responsible for that. He stated he asked Bob Martin to make the notifications, but for whatever reason that didn't happen. Councilmember Kramer stated he doesn't know if Bob has all of their cell phone numbers, but somehow we need to be notified. Councilmember Wedell stated he received notice by Nixel. Chief Collins stated Lt. Sovik does a very good job of getting the notices out on Nixel.

Mayor Galeas stated he and Phil Weipert didn't hear anything until after the Fire had already started. Chief Collins stated Mayor and Council should be notified of things such as this. Mayor Galeas stated he would like to thank the Fire Department for keeping the fire to only one level. He further stated the communication lines have been tremendous and everyone involved have been working well together. The response from the Fire Department is to be commended.

Councilmember Ryzzi stated he wanted to welcome the TCBY and it is always good to see a business expand. He further stated the New Hudson Inn as well as the Grand Traverse Pie Company is hiring as well.

Councilmember Ryzzi stated he spoke with a resident who works for Oakland County regarding credit card payments. Clerk Deaton stated we have spoken with a few different banks, but we were hoping to use a company that work with many other communities and there is no cost to the City. Councilmember Ryzzi stated there was a passing of a young girl from our community and the family is asking if there could be softball field named after her. The consensus of Council is they have no objections. He further asked if the City Attorney could look into how we

would get that done. Councilmember Dedakis stated she wanted to remind everyone of the go fund me page online for the employees of the South Lyon Hotel. Councilmember Dedakis stated Police, Fire and the DPW were all onsite at the Hotel fire, and she was there by 2:15 a.m. She stated being born and raised in South Lyon and with all the events that have occurred there, and knowing many people that worked there, it really hits home. She further stated it is unsettling and she appreciates the fact our community has banded together and she hopes that will happen with Council as well. Council is our governing body and we need to treat each other with professionalism and respect. It is unprofessional to be demeaning to anyone. She further stated she wants to make it clear to the public that there are many unanswered questions about the City Manager, but it needs to be addressed when she is present. Councilmember Kivell stated he wanted to thank the Police, Fire and DPW as well. He further stated he was stricken with the vast range of age groups that passed by the Hotel and seeing the effect on them really drove the point home that the Hotel is a very important business. He further stated he appreciates Mr. Donohue doing everything he can do to assist the owners.

VI. Closed session-

Closed session to discuss collective bargaining negotiations and strategy as allowed under MCL 15.268©

CM 6-13-16 MOTION TO ADJOURN INTO CLOSED SESSION

Motion by Kivell, supported by Dedakis

Motion to adjourn into closed session to discuss collective bargaining negotiations and strategy as allowed under MCL 15.268©

ROLL CALL

Kivell- Yes
Dedakis- Yes
Ryzyi- Yes
Galeas- Yes
Wedell- Yes
Kramer- Yes
Kurtzweil- Yes

The regular Council Meeting adjourned into closed session at 10:44 p.m.

The regular Council reconvened at 11:45 p.m.

CM 6-14-16 MOTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT WITH P.O.A.M.

Motion by Kramer, supported by Wedell

Motion to approve the collective bargaining agreement with P.O.A.M

Adjournment

CM 6-15-16 MOTION TO ADJOURN

Motion by Kramer, supported by Wedell

Motion to adjourn meeting at 11:46 p.m.

Respectfully submitted,

Mayor John Galeas

Lisa Deaton Clerk/Treasurer

6/27/16

FINANCIAL REPORT FOR JUNE 2016 BEFORE ADJUSTMENTS

| ACCOUNT DESCRIPTION | 2015-16 ORIGINAL BUDGET | | 2015-16 AMENDED BUDGET | | YTD BALANCE 06/30/2016 | | ACTIVITY FOR MONTH 06/30/16 | | AVAILABLE BALANCE | | % BDDT USED |
|--|-------------------------|--|------------------------|--|------------------------|--|-----------------------------|---------------|-------------------|--|-------------|
| | | | | | NORM (ABNORM) | | INCR (DECR) | NORM (ABNORM) | | | |
| Fund 101 - GENERAL FUND | | | | | | | | | | | |
| Dept 000.000 | | | | | | | | | | | |
| 402.000 REAL PROPERTY TAX | 3,355,935.00 | | 3,543,100.00 | | 3,543,080.60 | | 55,535.82 | | 19.40 | | 100.00 |
| 423.000 SOUTH LYON WOODS TAX | 920.00 | | 920.00 | | 963.00 | | 81.00 | | (43.00) | | 104.67 |
| 444.000 PAYMENT IN LIEU OF TAXES | 1,500.00 | | 1,500.00 | | 0.00 | | 0.00 | | 1,500.00 | | 0.00 |
| 446.000 PENALTIES AND INTEREST | 30,000.00 | | 10,525.00 | | 10,522.23 | | 0.00 | | 2.77 | | 99.97 |
| 451.000 BUILDING PERMITS | 150,000.00 | | 150,000.00 | | 92,975.75 | | 5,972.50 | | 57,024.25 | | 61.98 |
| 452.000 HEATING & PLUMB. REFG. PERMI | 0.00 | | 0.00 | | 41,093.50 | | 4,912.00 | | (41,093.50) | | 100.00 |
| 453.000 ELECTRICAL PERMITS | 0.00 | | 0.00 | | 13,808.75 | | 796.00 | | (13,808.75) | | 100.00 |
| 454.000 LICENSES & BUSINESS MISC. | 0.00 | | 0.00 | | 4,019.50 | | 924.50 | | (4,019.50) | | 100.00 |
| 570.000 STATE SHARED REV. | 954,210.00 | | 954,210.00 | | 610,346.20 | | 0.00 | | 343,863.80 | | 63.96 |
| 600.000 BOARD OF APPEALS | 0.00 | | 0.00 | | 1,000.00 | | 0.00 | | (1,000.00) | | 100.00 |
| 630.000 ADMIN FEE PROPERTY TAX | 92,047.00 | | 92,047.00 | | 93,814.88 | | 1,495.23 | | (1,767.88) | | 101.92 |
| 634.000 GRAVE OPENINGS & FOUNDATIONS | 30,000.00 | | 30,000.00 | | 33,815.00 | | 2,320.00 | | (3,815.00) | | 112.72 |
| 642.000 POLICE | 0.00 | | 49,480.00 | | 49,718.16 | | 1,692.27 | | (238.16) | | 100.48 |
| 661.000 PARKING VIOLATION | 2,500.00 | | 1,500.00 | | 1,440.00 | | 100.00 | | 60.00 | | 96.00 |
| 662.000 LOCAL COURT FINES | 25,000.00 | | 25,000.00 | | 31,837.73 | | 2,402.18 | | (6,837.73) | | 127.35 |
| 664.000 INTEREST | 6,000.00 | | 6,000.00 | | 3,297.28 | | 261.72 | | 2,702.72 | | 54.95 |
| 664.200 PARK AND REC. INTEREST | 0.00 | | 0.00 | | 370.22 | | 0.00 | | (370.22) | | 100.00 |
| 665.200 INTEREST-TRANSFER FROM C&S | 0.00 | | 0.00 | | 1,167.61 | | 0.00 | | (1,167.61) | | 100.00 |
| 666.000 INTEREST-EQUALIZ. & CONTINGENC | 0.00 | | 0.00 | | 480.20 | | 40.64 | | (480.20) | | 100.00 |
| 668.200 RENTS AND ROYALTIES-CABLE | 144,000.00 | | 144,000.00 | | 157,449.39 | | 0.00 | | (13,449.39) | | 109.34 |
| 668.300 LEASE--ANTENNA | 50,000.00 | | 50,000.00 | | 45,282.90 | | 3,484.34 | | 4,717.10 | | 90.57 |
| 668.400 RENTAL PROPERTIES | 8,800.00 | | 8,800.00 | | 8,980.02 | | 762.03 | | (180.02) | | 102.05 |
| 669.209 CONTRIBUTION-PERPETUAL CARE | 20,000.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 675.600 CULTURAL ARTS REVENUES | 1,000.00 | | 1,000.00 | | 425.00 | | 0.00 | | 575.00 | | 42.50 |
| 676.005 CONTRIBUTION TO PARKS & REC | 0.00 | | 0.00 | | 100.00 | | 0.00 | | (100.00) | | 100.00 |
| 698.000 MISCELLANEOUS | 125,000.00 | | 183,700.00 | | 187,072.91 | | (76,209.72) | | (3,372.91) | | 101.84 |
| 698.600 GRANT MONIES--FIRE DEPT. | 0.00 | | 22,315.00 | | 22,315.00 | | 0.00 | | 0.00 | | 100.00 |
| 698.900 GRANT MONIES-CULTURAL ARTS | 0.00 | | 0.00 | | 480.00 | | 0.00 | | (480.00) | | 100.00 |
| Total Dept 000.000 | 4,996,912.00 | | 5,274,097.00 | | 4,955,855.83 | | 4,570.51 | | 318,241.17 | | 93.97 |

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 06/30/2016

FINANCIAL REPORT FOR JUNE 2016 BEFORE ADJUSTMENTS

| ACCOUNT DESCRIPTION | 2015-16 | | 2015-16 | | YTD BALANCE 06/30/2016 NORM (ABNORM) | ACTIVITY FOR MONTH 06/30/16 INCR (DECR) | AVAILABLE | | % BDGT USED |
|-------------------------------|--------------------|----------------|---------|---------|--|---|---------------|---------|----------------|
| | ORIGINAL BUDGET | AMENDED BUDGET | 2015-16 | 2015-16 | | | NORM (ABNORM) | BALANCE | |
| Fund 101 - GENERAL FUND | | | | | | | | | |
| 200.000-ADMINISTRATION | 1,268,692.00 | 1,268,692.00 | | | 1,167,017.75 | 113,311.02 | 101,674.25 | 91.99 | |
| 276.000-CEMETERY | 91,125.00 | 106,740.00 | | | 96,848.00 | 14,276.96 | 9,892.00 | 90.73 | |
| 295.000-SENIOR TRANSPORTATION | 72,480.00 | 72,480.00 | | | 66,800.00 | 6,160.00 | 5,680.00 | 92.16 | |
| 300.000-POLICE | 2,451,146.00 | 2,451,146.00 | | | 2,304,262.73 | 209,218.83 | 146,883.27 | 94.01 | |
| 335.000-FIRE | 998,090.00 | 955,073.00 | | | 949,894.74 | 41,367.26 | 5,178.26 | 99.46 | |
| 346.000-AMBULANCE | 2,075.00 | 2,075.00 | | | 1,171.41 | 62.81 | 903.59 | 56.45 | |
| 440.000-DEPT. OF PUBLIC WORKS | 806,725.00 | 806,725.00 | | | 774,617.15 | 66,293.41 | 32,107.85 | 96.02 | |
| 690.000-PARKS AND RECREATION | 129,785.00 | 158,785.00 | | | 144,598.03 | 23,520.10 | 14,186.97 | 91.07 | |
| 732.000-HISTORICAL DEPOT | 30,275.00 | 30,275.00 | | | 22,745.61 | 1,733.53 | 7,529.39 | 75.13 | |
| 800.000-CABLE COMMISSION | 5,000.00 | 8,401.00 | | | 6,757.10 | 0.00 | 1,643.90 | 80.43 | |
| 802.000-CULTURAL ARTS | 1,750.00 | 1,750.00 | | | 1,088.82 | 466.86 | 661.18 | 62.22 | |
| TOTAL EXPENDITURES | 5,857,143.00 | 5,862,142.00 | | | 5,535,801.34 | 476,410.78 | 326,340.66 | 94.43 | |

PERIOD ENDING 06/30/2016

FINANCIAL REPORT FOR JUNE 2016 BEFORE ADJUSTMENTS

| ACCOUNT DESCRIPTION | 2015-16 ORIGINAL BUDGET | 2015-16 AMENDED BUDGET | YTD BALANCE 06/30/2016 NORM (ABNORM) | ACTIVITY FOR MONTH 06/30/16 INCR (DECR) | AVAILABLE | |
|--------------------------------|-------------------------------|---------------------------|--|---|--------------------------|----------------|
| | | | | | BALANCE NORM (ABNORM) | % BDGT USED |
| Fund 202 - MAJOR STREETS | | | | | | |
| 212.000-ACCOUNTANT | 3,500.00 | 4,080.00 | 4,080.00 | 0.00 | 0.00 | 100.00 |
| 451.000 | 200,000.00 | 453.00 | 452.51 | 0.00 | 0.49 | 99.89 |
| 463.000-STREET-ROUTINE MAINT. | 145,560.00 | 165,560.00 | 148,939.93 | 22,258.72 | 16,620.07 | 89.96 |
| 474.000-TRAFFIC SERVICES | 12,400.00 | 14,100.00 | 13,477.45 | 392.97 | 622.55 | 95.58 |
| 478.000-SNOW FLOWING | 85,550.00 | 80,000.00 | 70,024.85 | 0.00 | 9,975.15 | 87.53 |
| 479.000-SNOW REMOVAL | 3,700.00 | 768.00 | 766.46 | 0.00 | 1.54 | 99.80 |
| 485.000-TRANSFER BETWEEN FUNDS | 146,113.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 491.000-STORM SEWER | 7,350.00 | 11,350.00 | 12,686.86 | 1,652.56 | (1,336.86) | 111.78 |
| TOTAL EXPENDITURES | 604,173.00 | 276,311.00 | 250,428.06 | 24,304.25 | 25,882.94 | 90.63 |
| Fund 203 - LOCAL STREETS | | | | | | |
| 212.000-ACCOUNTANT | 3,500.00 | 4,080.00 | 4,080.00 | 0.00 | 0.00 | 100.00 |
| 451.000 | 100,000.00 | 2,565.00 | 2,564.32 | 0.00 | 0.68 | 99.97 |
| 463.000-STREET-ROUTINE MAINT. | 135,045.00 | 140,570.00 | 128,654.54 | 19,287.89 | 11,915.46 | 91.52 |
| 474.000-TRAFFIC SERVICES | 6,600.00 | 8,100.00 | 6,944.02 | 394.38 | 1,155.98 | 85.73 |
| 478.000-SNOW FLOWING | 73,750.00 | 73,750.00 | 50,592.85 | 15.17 | 23,157.15 | 68.60 |
| 491.000-STORM SEWER | 13,600.00 | 18,970.00 | 17,051.56 | 2,543.10 | 1,918.44 | 89.89 |
| TOTAL EXPENDITURES | 332,495.00 | 248,035.00 | 209,887.29 | 22,240.54 | 38,147.71 | 84.62 |

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 06/30/2016

FINANCIAL REPORT FOR JUNE 2016 BEFORE ADJUSTMENTS

| ACCOUNT DESCRIPTION | 2015-16 | | 2015-16 | | YTD BALANCE | | ACTIVITY FOR MONTH 06/30/16 INCR (DECR) | AVAILABLE BALANCE | | % BGT USED |
|---------------------------|--------------------|----------------|---------|----------------|-----------------------------|-----------------------------|---|----------------------|--------|---------------|
| | ORIGINAL BUDGET | AMENDED BUDGET | 2015-16 | AMENDED BUDGET | 06/30/2016 NORM (ABNORM) | 06/30/2016 NORM (ABNORM) | | NORM (ABNORM) | ABNORM | |
| Fund 592 - WATER & SEWER | | | | | | | | | | |
| 452.000 | 0.00 | 0.00 | | | 1,173.58 | 0.00 | | (1,173.58) | | 100.00 |
| 540.000-WATER / REPAIR | 158,100.00 | 158,100.00 | | | 108,782.74 | 27,165.64 | | 49,317.26 | | 68.81 |
| 550.000-SEWER / REPAIR | 145,500.00 | 180,600.00 | | | 227,226.30 | 71,656.69 | | (46,626.30) | | 125.82 |
| 555.000-REFUSE COLLECTION | 490,000.00 | 501,425.00 | | | 501,423.20 | 41,867.17 | | 1.80 | | 100.00 |
| 556.000-WATER | 1,031,060.00 | 1,031,060.00 | | | 1,043,332.32 | 51,364.10 | | (12,272.32) | | 101.19 |
| 557.000-WASTEWATER | 1,543,267.00 | 1,543,267.00 | | | 1,223,055.06 | 153,916.51 | | 320,211.94 | | 79.25 |
| TOTAL EXPENDITURES | 3,367,927.00 | 3,414,452.00 | | | 3,104,993.20 | 345,970.11 | | 309,458.80 | | 90.94 |

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CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 06/16/2016 - 07/07/2016

Page: 1/6

| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount | Status |
|---------------------------|------|-------|--------|--------------------------------|--------------------------------------|-----------|--------|
| Bank 01 GEN FUND CHECKING | | | | | | | |
| 06/16/2016 | 01 | 69345 | MISC | ALEX CARUSO | VIDEO OF MEMORIAL DAY PARADE | 50.00 | Open |
| 06/16/2016 | 01 | 69346 | MISC | STEVE PENKAVICH | 6/11/16 FARMERS MKT ENTERTAINMENT | 100.00 | Open |
| 06/16/2016 | 01 | 69347 | MISC | GREEN OAK GOLF CARTS SALES | GOLF CART RPM LIMITER REPLACEMENT | 299.00 | Open |
| 06/16/2016 | 01 | 69348 | MISC | HR MANAGEMENT GROUP, INC | 2 NEW HIRE BACKGROUND CHECKS | 458.00 | Open |
| 06/16/2016 | 01 | 69349 | MISC | DETROIT NEWSPAPER PARTNERSHIP | NEWSPAPER ASVERTISING | 118.44 | Open |
| 06/16/2016 | 01 | 69350 | MISC | GEMINI | 6/10/16 PARK CONCERT | 650.00 | Open |
| 06/16/2016 | 01 | 69351 | 5399 | ADVANCE AUTO PARTS | WIPER BLADES & AIR FILTER | 43.82 | Open |
| | | | | | TRACTOR & MOWER PARTS & SUPPLIES | 33.49 | Open |
| | | | | | | 77.31 | |
| 06/16/2016 | 01 | 69352 | 0375 | ALLIE BROTHERS UNIFORMS | BADGES | 470.50 | Open |
| 06/16/2016 | 01 | 69353 | 4023 | BRUCE ANDROSIAN | 6/11/2016 FARMERS MKT FEES | 250.00 | Open |
| 06/16/2016 | 01 | 69354 | 5310 | ARBOR SPRINGS WATER CO., INC. | WATER FOR CITY HALL | 13.00 | Open |
| | | | | | LAB SUPPLIES | 52.00 | Open |
| | | | | | | 65.00 | |
| 06/16/2016 | 01 | 69355 | 0280 | EADER & SONS CO. | PAINT & FUEL LINE FOR LOADER | 46.88 | Open |
| | | | | | TRACTOR & MOWER PARTS | 43.70 | Open |
| | | | | | STEERING PARTS-TRACTOR #4 | 108.87 | Open |
| | | | | | TRACTOR & MOWER PARTS | 81.69 | Open |
| | | | | | | 281.14 | |
| 06/16/2016 | 01 | 69356 | 5456 | BIOTECH AGRONOMICS INC | SLUDGE REMOVAL | 27,853.50 | Open |
| 06/16/2016 | 01 | 69357 | 1193 | BRIGHTON ANALYTICAL, INC. | WW ANALYSIS | 82.50 | Open |
| 06/16/2016 | 01 | 69358 | 2407 | BROWNIE'S SIGNS LLC. | DDA CLOCK REPAIRS | 1,790.46 | Open |
| 06/16/2016 | 01 | 69359 | 3935 | CITY PLANNING | PLANNING CONSULTANT FEE | 8,594.25 | Open |
| 06/16/2016 | 01 | 69360 | 0059 | CITY OF NOVI TREASURER | DISPATCH SERVICE - 2ND QTR 2016 | 28,499.00 | Open |
| 06/16/2016 | 01 | 69361 | 5837 | COOK AUTOMOTIVE | REPAIRS TO PD VEHICLE 291 | 212.75 | Open |
| 06/16/2016 | 01 | 69362 | 0283 | CORRIGAN OIL CO. | GFAS & DIESEL FUEL FOR MAY | 5,671.14 | Open |
| 06/16/2016 | 01 | 69363 | 0317 | DYE ENERGY | ELECTRIC SERVICE | 19,771.70 | Open |
| 06/16/2016 | 01 | 69364 | 6061 | MATTHEW EMERY | 06/13/16 COUNCIL MEETING | 50.00 | Open |
| 06/16/2016 | 01 | 69365 | 3455 | EMPLOYEE HEALTH INSURANCE MGMT | RX FEES 5/23/16 THROUGH 6/5/16 | 6,096.25 | Open |
| 06/16/2016 | 01 | 69366 | 0994 | FISHER SCIENTIFIC | LAB SUPPLIES | 125.65 | Open |
| | | | | | LAB SUPPLIES | 489.80 | Open |
| | | | | | | 615.45 | |
| 06/16/2016 | 01 | 69367 | 0332 | HACH COMPANY | LAB SUPPLIES | 540.31 | Open |
| 06/16/2016 | 01 | 69368 | 0125 | HORNET CONCRETE CO. INC. | CONCRETE FOR MANHOLE REPAIR | 1,061.00 | Open |
| 06/16/2016 | 01 | 69369 | 6076 | HURON VALLEY AMBULANCE INC | BLOOD DRAW FOR POLICE DEPT | 50.00 | Open |
| 06/16/2016 | 01 | 69370 | 1642 | HYDRO DYNAMICS, INC. | TROTTERS POINT LIFT STATION PUMP | 12,987.15 | Open |
| 06/16/2016 | 01 | 69371 | 4059 | IRON HORSE | TOP SOIL | 105.00 | Open |
| 06/16/2016 | 01 | 69372 | 0966 | KROFF MECHANICAL SERVICE CO. | CITY HALL HVAC MAINTENANCE & REPAIRS | 450.00 | Open |
| 06/16/2016 | 01 | 69373 | 0138 | LAKELAND PRINTING | BUSINESS CARDS | 174.00 | Open |
| 06/16/2016 | 01 | 69374 | 9778 | LEXISNEXIS | MAY 2016 CONTRACT FEE | 32.00 | Open |
| 06/16/2016 | 01 | 69375 | 1509 | MARTIN'S DO IT BEST | CLEANING SUPPLIES & WHEEL BARROW TIR | 112.88 | Open |
| 06/16/2016 | 01 | 69376 | 6002 | NEW DIRECTIONS BEHAVIORAL | EAP INSURANCE | 484.50 | Open |

CHECK REGISTER FOR CITY OF SOUTH LYON
 CHECK DATE FROM 06/16/2016 - 07/07/2016

| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount | Status |
|------------|------|-------|--------|--------------------------------|--|---|------------------------------|
| 06/16/2016 | 01 | 69377 | 1034 | OAKLAND COUNTY TREASURER | SOUTH LYON WOODS - MAY 2016 | 405.00 | Open |
| 06/16/2016 | 01 | 69378 | 3004 | OBSERVER & ECCENTRIC NEWSPAPER | LEGAL ADVERTISING | 1,065.36 | Open |
| 06/16/2016 | 01 | 69379 | 3228 | OFFICE EXPRESS | STAPLER INK CARTRIDGES | 19.29 119.48 <u>138.77</u> | Open Open |
| 06/16/2016 | 01 | 69380 | 1357 | PITNEY BOWES | POSTAGE FOR CITY HALL | 1,239.00 | Open |
| 06/16/2016 | 01 | 69381 | 0042 | PRINTING SYSTEMS | ELECTION AV ENVELOPES | 203.70 | Open |
| 06/16/2016 | 01 | 69382 | 2507 | R.R.A.S.O.C. | HAZARDOUS WASTE DAY | 23.00 | Open |
| 06/16/2016 | 01 | 69383 | 5893 | SAFEBUILT MICHIGAN, INC. | INSPECTION FEES FOR APRIL AND MAY | 36,156.81 | Open |
| 06/16/2016 | 01 | 69384 | 6122 | SHRED-IT USA | DOCUMENT SHREDDING | 322.70 | Open |
| 06/16/2016 | 01 | 69385 | 7935 | KELLY SMITH | 6/11/2016 WEDDING | 275.00 | Open |
| 06/16/2016 | 01 | 69386 | 3456 | SWANK MOTION PICTURES | MOVIES IN THE PARK RENTAL | 1,059.00 | Open |
| 06/16/2016 | 01 | 69387 | 5842 | TELSYSTEMS | SERVICE CALL FOR TV EQUIPMENT | 190.00 | Open |
| 06/16/2016 | 01 | 69388 | 1915 | VWR INTERNATIONAL LLC | LAB SUPPLIES | 52.80 | Open |
| 06/16/2016 | 01 | 69389 | 3984 | WOW! BUSINESS | CABLE SERVICE AT CITY HALL CABLE SERVICE @ DEPOT INTERNET SERVICE @ DEP PARK SECURITY | 46.97 120.09 107.18 63.74 <u>337.98</u> | Open Open Open Open |
| 06/16/2016 | 01 | 69390 | 5805 | X-TREME STEAM | CARPET AND FLOOR CLEANING @ POLICE | 518.51 | Open |
| 06/23/2016 | 01 | 69391 | MISC | BOB DONOHUE | REIMBURSE FOR MISC SUPPLIES | 31.47 | Open |
| 06/23/2016 | 01 | 69392 | MISC | PLIC-SBD GRAND ISLAND | VSP VISION INSURANCE | 702.38 | Open |
| 06/23/2016 | 01 | 69393 | MISC | MICHIGAN DOWNTOWN ASSOCIATION | MEMBERSHIP DUES FOR B. DONOHUE | 100.00 | Open |
| 06/23/2016 | 01 | 69394 | 0323 | AMERICAN AWARDS & ENGRAVING | PLAQUES ENGRAVIN | 15.00 | Open |
| 06/23/2016 | 01 | 69395 | 5887 | AMERICAN VIDEO TRANSFER INC. | SURVEILLANCE CAMERA SYSTEM REPAIR | 243.75 | Open |
| 06/23/2016 | 01 | 69396 | 4023 | BRUCE ANDROSAN | 6/18 FARM MKT MGR FEES | 250.00 | Open |
| 06/23/2016 | 01 | 69397 | 5357 | BDI | BLOWER BELTS | 270.31 | Open |
| 06/23/2016 | 01 | 69398 | 4062 | BYRCE BIZER | 6/18 FARM MKT ENTERTAINMENT | 75.00 | Open |
| 06/23/2016 | 01 | 69399 | 8978 | BLACKBURN MANUFACTURING COM | CURB STOP FLAGS | 124.19 | Open |
| 06/23/2016 | 01 | 69400 | 0309 | DENNIS BRIDSON | HEALTH INSURANCE REIMBURSEMENT | 500.00 | Open |
| 06/23/2016 | 01 | 69401 | 3704 | C.E.S. | GRIT BLOWER FUSES | 7.44 | Open |
| 06/23/2016 | 01 | 69402 | 3749 | KRISTEN S. CARROLL | PAYROLL DEDUCTION - 6/24/16 | 578.26 | Open |
| 06/23/2016 | 01 | 69403 | 3716 | CHEMTRADE CHEMICALS US LLC | ALUMINUM SULFATE | 5,110.93 | Open |
| 06/23/2016 | 01 | 69404 | 1690 | CLARKE MOSQUITO CONTROL* | MOSQUITO BRIQUETTES | 806.74 | Open |
| 06/23/2016 | 01 | 69405 | 5403 | KRISTEN DELANEY | PLANNING COMM MTG MINUTES - 5/26 & 6 | 200.00 | Open |
| 06/23/2016 | 01 | 69406 | 1139 | EJ USA, INC. | HYDRANT REPAIR KIT | 223.64 | Open |
| 06/23/2016 | 01 | 69407 | 0994 | FISHER SCIENTIFIC | LAB SUPPLIES | 352.00 | Open |
| 06/23/2016 | 01 | 69408 | 5711 | HERITAGE-CRYSTAL CLEAN, LLC | DISPOSAL OF USED OIL | 120.00 | Open |
| 06/23/2016 | 01 | 69409 | 0125 | HORNET CONCRETE CO. INC. | CONCRETE FOR SIDEWALK REPAIR | 443.75 | Open |
| 06/23/2016 | 01 | 69410 | 0557 | INTL UNION OF OPERATING ENG | PAYROLL DEDUCTIONS | 261.77 | Open |
| 06/23/2016 | 01 | 69411 | 1502 | JACK DOHENY SUPPLIES INC. | VACTOR JET RODDER ROTATION BEARING | 1,813.02 | Open |
| 06/23/2016 | 01 | 69412 | 0135 | JOHN'S SANITATION | PORTA-JOHN @ FARMER'S MARKET PORTA JOHNS @ PARKS PORTA JOHN @ CEMETERY | 85.00 290.00 75.00 <u>450.00</u> | Open Open Open |
| 06/23/2016 | 01 | 69413 | 3955 | JOHNSON, ROSATI, SCHULTZ & | CITY ATTORNEY RETAINER WORK | 9,947.81 | Open |

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CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 06/16/2016 - 07/07/2016

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| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount | Status |
|------------|------|-------|--------|------------------------------|--------------------------------------|-----------|--------|
| 06/23/2016 | 01 | 69414 | 0138 | LAKELAND PRINTING | ATTORNEY FEES- GENERAL LABOR MATTERS | 1,344.00 | Open |
| 06/23/2016 | 01 | 69415 | 4026 | LB OFFICE PRODUCTS | ATTORNEY FEES - MI TAX TRIBUNAL | 221.00 | Open |
| 06/23/2016 | 01 | 69416 | 3520 | METLIFE - GROUP BENEFITS | | | |
| 06/23/2016 | 01 | 69417 | 0470 | MISDU | PRINT PURCHASE ORDERS (START 46301) | 11,512.81 | Open |
| 06/23/2016 | 01 | 69418 | 3443 | O'REILLY AUTO PARTS | OFFICE SUPPLIES | 278.25 | Open |
| 06/23/2016 | 01 | 69419 | 3705 | OAKLAND SCHOOLS* | DENTAL INS | 286.16 | Open |
| 06/23/2016 | 01 | 69420 | 3228 | OFFICE EXPRESS | PAYROLL DEDUCTIONS - 6/24/16 | 4,998.63 | Open |
| 06/23/2016 | 01 | 69421 | 0218 | PARKSIDE CLEANERS | | 328.28 | Open |
| 06/23/2016 | 01 | 69422 | 5364 | PEOPLE'S EXPRESS | ALTERNATOR & V-BELT FOR CHIPPER | 67.66 | Open |
| 06/23/2016 | 01 | 69423 | 9065 | PROVIDENCE OCCUPATIONAL | MIRROR ADHESIVE | 3.89 | Open |
| 06/23/2016 | 01 | 69424 | 4064 | REMINGTON ARMS CO, LLC | | 71.55 | Open |
| 06/23/2016 | 01 | 69425 | 0213 | ROAD COMMISSION FOR OAKLAND | WINTER TAX BILLS | 111.48 | Open |
| 06/23/2016 | 01 | 69426 | 1586 | SOUTH LYON COLLEGE | OFFICE SUPPLIES | 83.97 | Open |
| 06/23/2016 | 01 | 69427 | 1732 | STANDARD INSURANCE COMPANY | TONER | 90.99 | Open |
| 06/23/2016 | 01 | 69428 | 2362 | STATE OF MICHIGAN, , | | 174.96 | Open |
| 06/23/2016 | 01 | 69429 | 4065 | SURF ZUP | RUG CLEANING | 43.00 | Open |
| 06/23/2016 | 01 | 69430 | 6039 | TENDER CORPORATION-US | MAY 2016 FARES | 6,160.00 | Open |
| 06/23/2016 | 01 | 69431 | 0062 | VANTAGEPOINT TRANSFERS | PRE-EMPLOYMENT & DOT PHYSICAL | 183.00 | Open |
| 06/23/2016 | 01 | 69432 | 6033 | VISICOM SERVICES, INC. | GUN PARTS | 42.60 | Open |
| 06/23/2016 | 01 | 69433 | 5925 | W.H. GRIFFIN, TRUSTEE | TRAFFIC SIGNAL MAINT - MAY 2016 | 111.34 | Open |
| 06/23/2016 | 01 | 69434 | 3854 | SUSAN L. WINTERS | REPAIR TO PD231 (INSURANCE DEDUCTIBL | 250.00 | Open |
| 06/23/2016 | 01 | 69435 | 5116 | WITMER PUBLIC SAFETY GROUP | LIFE & DISABILITY INSURANCE | 2,485.01 | Open |
| 06/30/2016 | 01 | 69436 | MISC | UNLIMITED HEATING & AIR LLC | RENEW WATER LICENSE - CIARAMITARO | 95.00 | Open |
| 06/30/2016 | 01 | 69437 | MISC | HUGH FADER | CONCERT IN THE PARK - 6/17/16 | 650.00 | Open |
| 06/30/2016 | 01 | 69438 | MISC | MATT TWOMEY | INSECT REPELLENT WIPES | 200.50 | Open |
| 06/30/2016 | 01 | 69439 | MISC | STREETSIDE SUSHI | PLAN #301149, PAYROLL DED 6/24/16 | 3,599.85 | Open |
| 06/30/2016 | 01 | 69440 | MISC | LINDSAYS HOMETOWN PIZZA | 16/17 DOMAIN NAME REMOTE SOUTHLYNPO | 187.50 | Open |
| 06/30/2016 | 01 | 69441 | MISC | KATIE WIND PHOTOGRAPHY | REPLACE (3) DESKTOP COMPUTERS - PD. | 3,584.43 | Open |
| 06/30/2016 | 01 | 69442 | MISC | MATT & MO'S LLC | | 3,771.93 | Open |
| 06/30/2016 | 01 | 69443 | 5399 | ADVANCE AUTO PARTS | PAYROLL DEDUCTION - 6/24/16 | 253.85 | Open |
| 06/30/2016 | 01 | 69444 | 5297 | ADVANCED MARKETING PARTNERS, | PAYROLL DEDUCTION - 6/24/16 | 127.40 | Open |
| | | | | | HELMET, COLLAR BRASS & GEAR CLEANER | 458.36 | Open |
| | | | | | REFL PD BLDG FURNACE & A/C UNITS | 4,900.00 | Open |
| | | | | | CONCERT IN THE PARK - 6/24/16 | 599.00 | Open |
| | | | | | FARM MKT ENTERTAINMENT - 6/25/16 | 50.00 | Open |
| | | | | | REFUND FOOD TRUCK APP FEES | 45.00 | Open |
| | | | | | REFUND FOOD TRUCK APP FEES | 45.00 | Open |
| | | | | | PUSHING IN PHOTOS | 100.00 | Open |
| | | | | | REFUND FOOD TRUCK APP FEES | 45.00 | Open |
| | | | | | BRAKE PADS & ROTORS - PD 222 | 236.45 | Open |
| | | | | | SHOP TOOL BELTS | 47.21 | Open |
| | | | | | BRAKE PADS & ROTORS - PD242 | 143.13 | Open |
| | | | | | STARTER SOLENOID E-2 | 16.48 | Open |
| | | | | | | 443.27 | Open |
| | | | | | TAX BILL PRINTING | 664.40 | Open |

CHECK REGISTER FOR CITY OF SOUTH LYON
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| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount | Status |
|------------|------|-------|--------|--------------------------------|--------------------------------------|----------|--------|
| 06/30/2016 | 01 | 69445 | 0375 | ALLIE BROTHERS UNIFORMS | UNIFORM SHOULDER PATCHES | 210.13 | Open |
| 06/30/2016 | 01 | 69446 | 4023 | BRUCE ANDROSIA | FARM MKT MGR FEES - 6/25/16 | 250.00 | Open |
| 06/30/2016 | 01 | 69447 | 0101 | ANN ARBOR WELDING SUPPLY CO | CYLINDER RENTAL | 127.72 | Open |
| 06/30/2016 | 01 | 69448 | 5310 | ARBOR SPRINGS WATER CO., INC. | WATER FOR CITY HALL | 13.00 | Open |
| | | | | | WATER FOR CITY HALL | 19.50 | Open |
| | | | | | WATER FOR CITY HALL | 19.50 | Open |
| | | | | | | 52.00 | |
| 06/30/2016 | 01 | 69449 | 0280 | BADER & SONS CO. | MOWER BELTS | 116.50 | Open |
| 06/30/2016 | 01 | 69450 | 8935 | BECKWAY DOOR | REPL SIDE ENTRY DOOR - PD GARAGE | 1,881.55 | Open |
| 06/30/2016 | 01 | 69451 | 3964 | BLUETARP FINANCIAL, INC. | PARTS FOR FARMERS MARKET TRAILER | 99.30 | Open |
| 06/30/2016 | 01 | 69452 | 2378 | BOUND TREE MEDICAL, LLC | PEDIATRIC DEFIB PADS | 233.98 | Open |
| 06/30/2016 | 01 | 69453 | 5441 | BRIGHTON AREA FIRE DEPT. | DRIVER TRAINING - PIERSON | 50.00 | Open |
| 06/30/2016 | 01 | 69454 | 5264 | BUSCH'S | SUPPLIES | 20.89 | Open |
| 06/30/2016 | 01 | 69455 | 0073 | C.M.P. DISTRIBUTORS, INC. | COLT RIFLE | 995.00 | Open |
| | | | | | SIGHT, LIGHT & LIGHT KIT, RIFLE SLIN | 883.20 | Open |
| | | | | | | 1,878.20 | |
| 06/30/2016 | 01 | 69456 | 3165 | CONSUMERS ENERGY | GAS SERVICE | 25.46 | Open |
| | | | | | GAS SERVICE | 20.37 | Open |
| | | | | | GAS SERVICE | 53.12 | Open |
| | | | | | GAS SERVICE | 46.96 | Open |
| | | | | | GAS SERVICE 5/18-6/16/16 | 74.18 | Open |
| | | | | | GAS SERVICE 5/19-6/20/16 | 496.02 | Open |
| | | | | | | 716.11 | |
| 06/30/2016 | 01 | 69457 | 3276 | CUMMINS BRIDGEWAY, LLC | REPAIR TRANSFER SWITCH @ COL ACRES L | 147.02 | Open |
| 06/30/2016 | 01 | 69458 | 5454 | CYNERGY PRODUCTS | PURCHASE & INSTALL ABS REAR SEAT & P | 1,487.00 | Open |
| 06/30/2016 | 01 | 69459 | 6115 | MARY DEDAKIS | COUNCIL PAY - JUNE 2016 | 180.00 | Open |
| 06/30/2016 | 01 | 69460 | 0584 | DTE ENERGY | ELECTRIC SERVICE | 1,634.38 | Open |
| | | | | | ELECTRIC SERVICE 3/21-6/20/16 | 44.01 | Open |
| | | | | | | 1,678.39 | |
| 06/30/2016 | 01 | 69461 | 1139 | EJ USA, INC. | WATER MAIN REPAIR PARTS | 287.64 | Open |
| 06/30/2016 | 01 | 69462 | 6061 | MATTHEW EMERY | VIDEO COUNCIL MEETING - 6/27/16 | 50.00 | Open |
| 06/30/2016 | 01 | 69463 | 3455 | EMPLOYEE HEALTH INSURANCE MGMT | RX FEES | 1,606.75 | Open |
| 06/30/2016 | 01 | 69464 | 3554 | FLEETPRIDE | MECHANIC'S TOOLS | 16.14 | Open |
| 06/30/2016 | 01 | 69465 | 6113 | JOHN GALEAS, JR | COUNCIL PAY - JUNE 2016 | 220.00 | Open |
| 06/30/2016 | 01 | 69466 | 2645 | GREEN OAK TIRE, INC. | TIRE REPLACEMENT & INSTALL | 859.00 | Open |
| 06/30/2016 | 01 | 69467 | 0116 | HALT FIRE INC. | LOOSE EQUIPMENT FOR NEW ENGINE 1 | 877.50 | Open |
| 06/30/2016 | 01 | 69468 | 2490 | JADE SCIENTIFIC, INC. | LAB SUPPLIES | 106.53 | Open |
| 06/30/2016 | 01 | 69469 | 9990 | JCI JONES CHEMICALS INC. | CHLORINE | 1,216.20 | Open |
| 06/30/2016 | 01 | 69470 | 3702 | MICHAEL KENNEDY | REIMB OAK CREEK FIRE FOOD, PLAQUE, O | 139.32 | Open |
| 06/30/2016 | 01 | 69471 | 2586 | GLENN KIVELL | COUNCIL PAY - JUNE 2016 | 180.00 | Open |
| 06/30/2016 | 01 | 69472 | 3398 | MICHAEL KRAMER | COUNCIL PAY - JUNE 2016 | 180.00 | Open |
| 06/30/2016 | 01 | 69473 | 6114 | MARGARET KURTZWELL | COUNCIL PAY - JUNE 2016 | 180.00 | Open |
| 06/30/2016 | 01 | 69474 | 6636 | LYNNE LADNER | CAR ALLOWANCE - JUNE 2016 | 350.00 | Open |
| 06/30/2016 | 01 | 69475 | 4026 | LB OFFICE PRODUCTS | OFFICE SUPPLIES | 133.40 | Open |

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| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount | Status |
|------------|------|-------|--------|--------------------------------|--------------------------------------|----------|--------|
| 06/30/2016 | 01 | 69476 | 1777 | KEN MICHALIK | SUPPLIES | 174.99 | Open |
| 06/30/2016 | 01 | 69477 | 3472 | MICHIGAN DOWNTOWN ASSOCIATION | | 308.39 | |
| 06/30/2016 | 01 | 69478 | 6002 | NEW DIRECTIONS BEHAVIORAL | MUGS & HAT -SISTERS OF THE BRUSH SHO | 156.24 | Open |
| 06/30/2016 | 01 | 69479 | 3443 | O'REILLY AUTO PARTS | WORKSHOP FOR BOB DONGHUE | 85.00 | Open |
| 06/30/2016 | 01 | 69480 | 5183 | OAKLAND COUNTY TREASURERS | EAP SERVICES JULY - SEPT 2016 | 484.50 | Open |
| 06/30/2016 | 01 | 69481 | 2274 | OAKLAND COUNTY TREASURER | BATTERIES FOR E-2 | 489.95 | Open |
| 06/30/2016 | 01 | 69482 | 3228 | OFFICE EXPRESS | RADIO COMM PARTS | 8.43 | Open |
| 06/30/2016 | 01 | 69483 | 9257 | PAUL CONWAY SHIELDS | 2015 PROPERTY TAX 21.30.232.016 | 4,728.74 | Open |
| 06/30/2016 | 01 | 69484 | 1199 | PNC BANK | (20) CASES OF COPY PAPER | 759.80 | Open |
| 06/30/2016 | 01 | 69485 | 2562 | POSTMASTER | LIEUTENANT HELMET SHIELD | 72.64 | Open |
| 06/30/2016 | 01 | 69486 | 5002 | QUILL CORPORATION | LAPTOP & SOFTWARE - DDA DIR | 582.68 | Open |
| 06/30/2016 | 01 | 69487 | 3756 | JOSEPH RYZYI | JULY 2016 WATER BILL MAILING | 1,124.04 | Open |
| 06/30/2016 | 01 | 69488 | 3982 | SEARCH & DESTROY FIRE TRAINING | KITCHEN/OFFICE SUPPLIES | 121.90 | Open |
| 06/30/2016 | 01 | 69489 | 5251 | SHARE CORP. | COUNCIL PAY - JUNE 2016 | 180.00 | Open |
| 06/30/2016 | 01 | 69490 | 7935 | KELLY SMITH | TACTICAL BREACHING TOOLS | 1,402.50 | Open |
| 06/30/2016 | 01 | 69491 | 1465 | TERMINIX PROCESSING CENTER | MECHANIC'S SUPPLIES | 562.55 | Open |
| 06/30/2016 | 01 | 69492 | 3675 | TOSHIBA FINANCIAL SERVICES | REFRESHMENTS -SISTERS OF THE BRUSH C | 74.77 | Open |
| 06/30/2016 | 01 | 69493 | 2770 | VICTORY LANE | PEST CONTROL -318 W LAKE ST | 60.00 | Open |
| 06/30/2016 | 01 | 69494 | 6033 | VISICOM SERVICES, INC. | (3) OIL CHANGES - PD291,251&232 | 1,504.15 | Open |
| 06/30/2016 | 01 | 69495 | 1378 | HARVEY WEDELL | SERVER MEMORY & MINI DESKTOP UPS | 112.90 | Open |
| 06/30/2016 | 01 | 69496 | 3984 | WOW! BUSINESS | COUNCIL PAY - JUNE 2016 | 327.05 | Open |
| 06/30/2016 | 01 | 69496 | 3984 | WOW! BUSINESS | INTERNET SERVICE | 180.00 | Open |
| 06/30/2016 | 01 | 69496 | 3984 | WOW! BUSINESS | FIBER OPTIC NETWORK | 35.97 | Open |
| 06/30/2016 | 01 | 69496 | 3984 | WOW! BUSINESS | CABLE BOX | 710.00 | Open |
| 06/30/2016 | 01 | 69496 | 3984 | WOW! BUSINESS | | 10.00 | Open |
| 07/07/2016 | 01 | 69497 | 0561 | A.F.S.C.M.E. COUNCIL 25 | PAYROLL DEDUCTIONS - 7/8/16 | 755.97 | |
| 07/07/2016 | 01 | 69498 | 4023 | BRUCE ANDROSIAN | FARM MGT MGR FEES 7/2/16 & PRINTING | 624.80 | Open |
| 07/07/2016 | 01 | 69498 | 4023 | BRUCE ANDROSIAN | REIMBURSE FARM MKT FLAGS | 261.66 | Open |
| 07/07/2016 | 01 | 69499 | 5374 | AT&T MOBILITY | | 57.48 | Open |
| 07/07/2016 | 01 | 69500 | 4234 | AVAYA*, INC. | CELL PHONE SERVICE | 319.14 | |
| 07/07/2016 | 01 | 69501 | 3019 | BIFANO EYE CARE | DPW PHONE SYSTEM | 407.04 | Open |
| 07/07/2016 | 01 | 69502 | 5264 | BUSCH'S | VISION INSURANCE - JUNE 2016 | 17.12 | Open |
| 07/07/2016 | 01 | 69503 | 3749 | KRISPEN S. CARROLL | SUPPLIES | 375.42 | Open |
| 07/07/2016 | 01 | 69504 | 0058 | CITY OF SOUTH LYON | PAYROLL DEDUCTION - 7/8/16 | 21.49 | Open |
| 07/07/2016 | 01 | 69504 | 0058 | CITY OF SOUTH LYON | WATER BILL | 578.26 | Open |
| 07/07/2016 | 01 | 69504 | 0058 | CITY OF SOUTH LYON | WATER BILL | 271.68 | Open |
| 07/07/2016 | 01 | 69504 | 0058 | CITY OF SOUTH LYON | WATER BILL | 105.63 | Open |
| 07/07/2016 | 01 | 69504 | 0058 | CITY OF SOUTH LYON | WATER BILL | 271.68 | Open |
| 07/07/2016 | 01 | 69504 | 0058 | CITY OF SOUTH LYON | WATER BILL | 215.07 | Open |
| 07/07/2016 | 01 | 69504 | 0058 | CITY OF SOUTH LYON | | 864.06 | |
| 07/07/2016 | 01 | 69505 | 9432 | COSTCO | KEYBOARD & CLEANING SUPPLIES | 149.01 | Open |
| 07/07/2016 | 01 | 69506 | 0317 | DTE ENERGY | STREETLIGHTS | 8,768.27 | Open |
| 07/07/2016 | 01 | 69507 | 0584 | DTE ENERGY | ELECTRIC SERVICE | 145.57 | Open |
| 07/07/2016 | 01 | 69507 | 0584 | DTE ENERGY | ELECTRIC SERVICE | 670.18 | Open |
| 07/07/2016 | 01 | 69507 | 0584 | DTE ENERGY | ELECTRIC SERVICE | 363.09 | Open |

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| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount | Status |
|------------|------|-------|--------|--------------------------------|--------------------------------------|----------|--------|
| 07/07/2016 | 01 | 69508 | 1509 | MARTIN'S DO IT BEST | ELECTRIC SERVICE 5/24-6/23/16 | 1,104.53 | Open |
| 07/07/2016 | 01 | 69509 | 9834 | WOODROW MATNEY | ELECTRIC SERVICE 3/30-6/28/16 | 40.01 | Open |
| 07/07/2016 | 01 | 69510 | 1165 | MICHIGAN RURAL WATER ASSOC. | ELECTRIC SERVICE 5/24-6/23/16 | 84.68 | Open |
| 07/07/2016 | 01 | 69511 | 0470 | MISDU | ELECTRIC SERVICE 5/27-6/28/16 | 739.22 | Open |
| 07/07/2016 | 01 | 69512 | 0044 | PITNEY BOWES INC | ELECTRIC SERVICE 6/1-6/30/16 | 170.78 | Open |
| 07/07/2016 | 01 | 69513 | 5141 | POLICE OFFICERS ASSOCIATION OF | | | |
| 07/07/2016 | 01 | 69514 | 0559 | POLICE OFFICERS LABOR COUNCIL | | | |
| 07/07/2016 | 01 | 69515 | 0213 | ROAD COMMISSION FOR OAKLAND | | | |
| 07/07/2016 | 01 | 69516 | 7935 | KELLY SMITH | TURN/STOP/PARKING BULB - PD291 | 2.69 | Open |
| | | | | | CUSTODIAL SVCS AT DEPOT | 684.00 | Open |
| | | | | | 2016/17 ANNUAL MEMBERSHIP DUES | 740.00 | Open |
| | | | | | PAYROLL DEDUCTIONS - 7/8/16 | 328.28 | Open |
| | | | | | MAIL MACHINE RENTAL CHARGE | 252.00 | Open |
| | | | | | PAYROLL DEDUCTIONS - 7/8/16 | 599.00 | Open |
| | | | | | PAYROLL DEDUCTIONS - 7/8/16 | 251.25 | Open |
| | | | | | COLD PATCH | 113.97 | Open |
| | | | | | | 3,318.06 | |
| 07/07/2016 | 01 | 69516 | 7935 | KELLY SMITH | ASCH/WILLIAMS WEDDING 7/7/16 | 275.00 | Open |
| | | | | | ORTWINE (6/25) & CLAYTON/JAWORSKI (7 | 550.00 | Open |
| | | | | | | 825.00 | |
| 07/07/2016 | 01 | 69517 | 3675 | TOSHIBA FINANCIAL SERVICES | COPIER LEASE | 84.00 | Open |
| 07/07/2016 | 01 | 69518 | 0062 | VANTAGEPOINT TRANSFERS | PAYROLL DEDUCTIONS - 7/8/16 | 3,730.20 | Open |
| 07/07/2016 | 01 | 69519 | 5925 | W.H. GRIFFIN, TRUSTEE | PAYROLL DEDUCTION - 7/8/16 | 253.85 | Open |
| 07/07/2016 | 01 | 69520 | 5731 | WINDSTREAM | PHONE SERVICE | 1,991.38 | Open |
| 07/07/2016 | 01 | 69521 | 3984 | WOW! BUSINESS | INTERNET SERVICES | 32.97 | Open |
| 07/07/2016 | 01 | 69522 | 3834 | BRANDON ZIRKLE | ELECTRICAL INSP PAY - JUNE 2016 | 2,440.50 | Open |
| 01 TOTALS: | | | | | | | |

Total of 178 Disbursements:

273,057.97

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
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CHECKS TO BE APPROVED 7/11/2016

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|------------------------------------|-------------------------------|---------------------------------------|---------------------------------------|----------|---------|
| Fund 101 GENERAL FUND | | | | | |
| Dept 200.000 ADMINISTRATION | | | | | |
| 101-200.000-727.000 | OFFICE SUPPLIES | LB OFFICE PRODUCTS | OFFICE SUPPLIES | 148.63 | |
| 101-200.000-802.000 | CONTRACTUAL SVCS | DUNCAN DISPOSAL SYSTEMS, | DUMPFSTER & RECYCLING - JULY 2016 | 63.13 | |
| 101-200.000-977.000 | EQUIPMENT | GREEN OAK TIRE, INC. | TIRE DISPOSAL | 10.00 | |
| | | Total For Dept 200.000 ADMINISTRATION | | 221.76 | |
| Dept 276.000 CEMETERY | | | | | |
| 101-276.000-802.000 | CONTRACTUAL SVCS | DUNCAN DISPOSAL SYSTEMS, | DUMPFSTER & RECYCLING - JULY 2016 | 76.27 | |
| | | Total For Dept 276.000 CEMETERY | | 76.27 | |
| Dept 300.000 POLICE | | | | | |
| 101-300.000-727.000 | OFFICE SUPPLIES | MYRON CORPORATION | (30) POCKET PAL DIARIES | 131.45 | |
| 101-300.000-740.000 | OPERATING EXPENSE | JOE'S ARMY NAVY SURPLUS | CR123 BATTERIES | 96.00 | |
| 101-300.000-745.000 | AMMUNITION | TASER INTERNATIONAL* | (12) TASER CARTRIDGES | 288.72 | |
| 101-300.000-802.000 | CONTRACTUAL SVCS | DUNCAN DISPOSAL SYSTEMS, | DUMPFSTER & RECYCLING - JULY 2016 | 38.13 | |
| 101-300.000-863.000 | VEHICLE MAINTENANCE | ADVANCE AUTO PARTS | MISC WHEEL PARTS PD242 | 9.96 | |
| 101-300.000-863.000 | VEHICLE MAINTENANCE | ADVANCE AUTO PARTS | BRAKE FLUID SENSOR PD242 | 5.41 | |
| 101-300.000-863.000 | VEHICLE MAINTENANCE | GREEN OAK TIRE, INC. | TIRE DISPOSAL | 10.00 | |
| 101-300.000-863.000 | VEHICLE MAINTENANCE | THE 1/2 OFF BODY SHOP | (5) DENT REPAIR & TOUCH UP FOR PD VEH | 365.00 | |
| 101-300.000-863.000 | VEHICLE MAINTENANCE | O'REILLY AUTO PARTS | FILTERS, TIRE PRESSURE UPDATE KIT & M | 46.15 | |
| | | Total For Dept 300.000 POLICE | | 990.82 | |
| Dept 335.000 FIRE | | | | | |
| 101-335.000-721.000 | UNIFORMS & CLEANING ALLOWANCE | ALLIE BROTHERS UNIFORMS | UNIFORM - PIERSON | 91.97 | |
| 101-335.000-721.000 | UNIFORMS & CLEANING ALLOWANCE | PARKSIDE CLEANERS | JACKET CLEANING | 11.00 | |
| 101-335.000-721.000 | UNIFORMS & CLEANING ALLOWANCE | W4 SIGNS | HELMET DECAL | 7.00 | |
| 101-335.000-721.000 | UNIFORMS & CLEANING ALLOWANCE | WITMER PUBLIC SAFETY GRO | UNIFORM COLLAR BRASS | 41.77 | |
| 101-335.000-721.000 | UNIFORMS & CLEANING ALLOWANCE | WITMER PUBLIC SAFETY GRO | UNIFORM BADGE | 58.50 | |
| 101-335.000-740.000 | OPERATING EXPENSE | PETER'S TRUE VALUE HARDW | (4) PUTTY KNIVES | 5.16 | |
| 101-335.000-740.000 | OPERATING EXPENSE | PETER'S TRUE VALUE HARDW | MOUNTING HARDWARE, SHOVEL, TOOL SET, | 117.68 | |
| 101-335.000-802.000 | CONTRACTUAL SVCS | DUNCAN DISPOSAL SYSTEMS, | DUMPFSTER & RECYCLING - JULY 2016 | 38.14 | |
| 101-335.000-863.000 | VEHICLE MAINTENANCE | O'REILLY AUTO PARTS | MISC PARTS | 13.63 | |
| 101-335.000-863.000 | VEHICLE MAINTENANCE | O'REILLY AUTO PARTS | FILTERS, TIRE PRESSURE UPDATE KIT & M | 27.69 | |
| 101-335.000-863.000 | VEHICLE MAINTENANCE | O'REILLY AUTO PARTS | SPOT MIRROR E-2 | 2.99 | |
| 101-335.000-930.000 | REPAIR MAINTENANCE | APOLLO FIRE EQUIPMENT CO | SAM BOLTS | 11.77 | |
| 101-335.000-931.000 | BUILDING MAINTENANCE | HEINANEN ENGINEERING | HVAC MAINTENANCE | 819.69 | |
| 101-335.000-931.000 | BUILDING MAINTENANCE | HEINANEN ENGINEERING | AIR COMPRESSOR & INSTALLATION | 4,685.73 | |
| 101-335.000-977.000 | EQUIPMENT | BOUND TREE MEDICAL, LLC | NASAL AIRWAYS | 48.08 | |
| 101-335.000-977.000 | EQUIPMENT | BADAXX TACTICAL LLC | 30# PATRIOT AXE | 357.25 | |
| | | Total For Dept 335.000 FIRE | | 6,338.05 | |
| Dept 440.000 DEPT. OF PUBLIC WORKS | | | | | |
| 101-440.000-740.000 | OPERATING EXPENSE | HRDIRECT | FEDERAL LABOR LAW POSTER RENEWAL | 69.99 | |
| 101-440.000-740.000 | OPERATING EXPENSE | QUALITY FIRST AID & SAFE | 1ST AID, PAPER, SAFETY SUPPLIES & GLO | 314.56 | |
| 101-440.000-802.000 | CONTRACTUAL SVCS | DUNCAN DISPOSAL SYSTEMS, | DUMPFSTER & RECYCLING - JULY 2016 | 119.86 | |
| 101-440.000-863.000 | VEHICLE MAINTENANCE | GREEN OAK TIRE, INC. | TIRE DISPOSAL | 20.00 | |
| 101-440.000-863.000 | VEHICLE MAINTENANCE | O'REILLY AUTO PARTS | FILTERS, TIRE PRESSURE UPDATE KIT & M | 316.22 | |
| 101-440.000-974.000 | LAND IMPROVEMENTS | HORNET CONCRETE CO. INC. | CONCRETE FOR SIDEWALK REPAIR | 770.00 | |

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CHECKS TO BE APPROVED 7/11/2016

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--|-------------------|--------|---------------------|-----------|---------|
| Fund 101 GENERAL FUND | | | | | |
| Dept 440.000 DEPT. OF PUBLIC WORKS | | | | | |
| Total For Dept 440.000 DEPT. OF PUBLIC WORKS | | | | 1,610.63 | |
| Total For Fund 101 GENERAL FUND | | | | 9,237.53 | |
| Fund 592 WATER & SEWER | | | | | |
| Dept 550.000 SEWER / REPAIR | | | | | |
| 592-550.000-930.000 REPAIR MAINTENANCE | | | | | |
| PLUMBERS SERVICE | | | | 198.00 | |
| Total For Dept 550.000 SEWER / REPAIR | | | | 198.00 | |
| Dept 555.000 REFUSE COLLECTION | | | | | |
| 592-555.000-818.100 REFUSE COLLECTION (CONTRACTUAL | | | | | |
| DUNCAN DISPOSAL SYSTEMS, JULY 1, 2016 STATEMENT | | | | 41,858.00 | |
| Total For Dept 555.000 REFUSE COLLECTION | | | | 41,858.00 | |
| Dept 556.000 WATER | | | | | |
| 592-556.000-740.000 OPERATING EXPENSE | | | | | |
| 592-556.000-740.000 OPERATING EXPENSE | | | | | |
| 592-556.000-740.000 OPERATING EXPENSE | | | | | |
| 592-556.000-740.000 OPERATING EXPENSE | | | | | |
| 592-556.000-740.000 OPERATING EXPENSE | | | | | |
| 592-556.000-801.211 WELLHEAD PROTECTION | | | | | |
| 592-556.000-802.000 CONTRACTUAL SVCS | | | | | |
| 592-556.000-863.000 VEHICLE MAINTENANCE | | | | | |
| 592-556.000-863.000 VEHICLE MAINTENANCE | | | | | |
| 592-556.000-863.000 VEHICLE MAINTENANCE | | | | | |
| ELHORN ENGINEERING COMPA | | | | 1,860.00 | |
| FISHER SCIENTIFIC | | | | 115.10 | |
| FISHER SCIENTIFIC | | | | 110.24 | |
| HACH COMPANY | | | | 192.31 | |
| PVS NOLWOOD CHEMICALS | | | | 1,118.80 | |
| PRINT-TECH, INC. | | | | 3,439.86 | |
| DUNCAN DISPOSAL SYSTEMS, | | | | 49.05 | |
| GREEN OAK TIRE, INC. | | | | 10.00 | |
| ADVANCE AUTO PARTS | | | | 86.05 | |
| O'REILLY AUTO PARTS | | | | 58.56 | |
| Total For Dept 556.000 WATER | | | | 7,039.97 | |
| Dept 557.000 WASTEWATER | | | | | |
| 592-557.000-740.000 OPERATING EXPENSE | | | | | |
| 592-557.000-740.000 OPERATING EXPENSE | | | | | |
| 592-557.000-740.000 OPERATING EXPENSE | | | | | |
| 592-557.000-740.000 OPERATING EXPENSE | | | | | |
| 592-557.000-740.000 OPERATING EXPENSE | | | | | |
| 592-557.000-802.000 CONTRACTUAL SVCS | | | | | |
| 592-557.000-931.000 BUILDING MAINTENANCE | | | | | |
| 592-557.000-931.000 BUILDING MAINTENANCE | | | | | |
| 592-557.000-931.000 BUILDING MAINTENANCE | | | | | |
| FISHER SCIENTIFIC | | | | 332.88 | |
| FISHER SCIENTIFIC | | | | 168.28 | |
| FISHER SCIENTIFIC | | | | 379.50 | |
| HACH COMPANY | | | | 192.30 | |
| VWR INTERNATIONAL LLC | | | | 50.69 | |
| DUNCAN DISPOSAL SYSTEMS, | | | | 49.04 | |
| REPUBLIC SERVICES #241 | | | | 717.23 | |
| STODDARD SILENCERS, INC. | | | | 515.14 | |
| TELEDYNE INSTRUMENTS, IN | | | | 183.00 | |
| Total For Dept 557.000 WASTEWATER | | | | 2,588.06 | |
| Total For Fund 592 WATER & SEWER | | | | 51,684.03 | |

07/07/2016 12:09 PM
User: Joan
DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
POST DATES 06/30/2016 - 07/11/2016
JOURNALIZED
OPEN

Page: 3/3

CHECKS TO BE APPROVED 7/11/2016

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--------------|-------------------|--------|------------------------|-----------|---------|
| Fund Totals: | | | | | |
| | | | Fund 101 GENERAL FUND | 9,237.53 | |
| | | | Fund 592 WATER & SEWER | 51,684.03 | |
| | | | Total For All Funds: | 60,921.56 | |

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

John Galeas, Jr., Mayor

| June 2016 Payroll Report | | | | | | | | |
|--------------------------|----------|-----------|------------|--------------|--------------|-------------|---------------|-----------|
| | | | | | | | | |
| Department | Pay Rate | Reg Hours | O.T. Hours | Reg Pay | O.T. Pay | Misc. | Total Pay | Notes |
| Administration | | | | | | | | |
| Badarak, A. | 18.4000 | 160.00 | | \$ 2,944.00 | \$ - | | \$ 2,944.00 | |
| Ciarelli, J. | 15.8900 | 54.00 | | \$ 858.06 | \$ - | | \$ 858.06 | |
| Deaton, L. | | | | \$ 4,720.38 | | | \$ 4,720.38 | |
| Diebel, K. | 12.0000 | 43.50 | | \$ 522.00 | | | \$ 522.00 | |
| Donhue, R. | | | | \$ 3,554.14 | | | \$ 3,554.14 | |
| Ladner, L. | | | | \$ 6,923.06 | | | \$ 6,923.06 | |
| Lanning, W. | 10.4200 | 32.75 | | \$ 341.26 | | | \$ 341.26 | |
| Lyon, Thomas | 17.6700 | 66.00 | | \$ 1,166.22 | | | \$ 1,166.22 | |
| Mosier, L. | | | | \$ 4,393.48 | | | \$ 4,393.48 | |
| Judy Pieper | 16.4500 | 160.00 | | \$ 2,632.00 | \$ - | | \$ 2,632.00 | |
| TOTAL: Administration | | 516.25 | 0.00 | \$ 28,054.60 | \$ - | \$ - | \$ 28,054.60 | |
| | | | | | | | | |
| | | | | | | | | |
| Department | Pay Rate | Reg Hours | O.T. Hours | Reg Pay | O.T. Pay | Misc. | Total Pay | Notes |
| Cemetery | | | | | | | | |
| Bjerke, Michael | 11.3800 | 80.00 | | \$ 910.40 | | | \$ 910.40 | |
| Brannun, L. | 11.3800 | 84.00 | | \$ 955.92 | | | \$ 955.92 | |
| Nicholls, William | 11.3800 | 72.00 | | \$ 819.36 | | | \$ 819.36 | |
| Wauford, S. | 11.3800 | 76.00 | | \$ 864.88 | | | \$ 864.88 | |
| Wedesky, J. W. | 11.3800 | 72.00 | | \$ 819.36 | | | \$ 819.36 | |
| Williamson, N. | 12.1000 | 81.00 | | \$ 980.10 | | | \$ 980.10 | |
| TOTAL: Cemetery | | 465.00 | 0.00 | 5350.02 | 0.00 | 0.00 | 5350.02 | |
| | | | | | | | | |
| | | | | | | | | |
| Department | Pay Rate | Reg Hours | O.T. Hours | Reg Pay | O.T. Pay | Misc. | Total Pay | Notes |
| Police | | | | | | | | |
| Baaki, D. | 34.3707 | 180.00 | 21.50 | \$ 6,186.73 | \$ 1,133.26 | | \$ 7,319.99 | |
| Baker, A. | 31.6712 | 160.00 | 8.00 | \$ 5,067.39 | \$ 387.55 | | \$ 5,454.95 | |
| Baker, J. | 34.3707 | 160.00 | 34.50 | \$ 5,499.31 | \$ 1,811.03 | | \$ 7,310.34 | |
| Barbour, R. | 31.6712 | 168.00 | 17.50 | \$ 5,320.76 | \$ 843.99 | \$ 1,300.00 | \$ 7,464.75 | Longevity |
| Brooks, T. | 31.6712 | 168.00 | 9.50 | \$ 5,320.76 | \$ 462.27 | | \$ 5,783.04 | |
| Collins, L. | | | | \$ 6,988.84 | | | \$ 6,988.84 | |
| Faught, C. | 34.3707 | 160.00 | 25.00 | \$ 5,499.31 | \$ 1,312.34 | | \$ 6,811.65 | |
| Garris, G. | 16.5300 | | | \$ - | | | \$ - | |
| Hoydic, S | 31.6712 | 168.00 | 4.00 | \$ 5,320.76 | \$ 194.64 | | \$ 5,515.40 | |
| Krettlin, F. | 16.5300 | 16.00 | | \$ 264.48 | | | \$ 264.48 | |
| Lambi, A. | 10.0000 | 70.50 | | \$ 705.00 | | | \$ 705.00 | |
| Laraway, P. | 16.5300 | 16.00 | | \$ 264.48 | | | \$ 264.48 | |
| Ley, K. | 16.5300 | 15.50 | | \$ 256.22 | | | \$ 256.22 | |
| Raap, T. | 31.6712 | 160.00 | 12.00 | \$ 5,067.39 | \$ 581.33 | | \$ 5,648.72 | |
| Regentik, C. | 18.4000 | 160.00 | | \$ 2,944.00 | \$ - | | \$ 2,944.00 | |
| Sederlund, C. | 34.3707 | 168.00 | 16.00 | \$ 5,774.28 | \$ 843.36 | | \$ 6,617.63 | |
| Sovik, C. | 36.6103 | 164.00 | 11.00 | \$ 6,004.09 | \$ 816.76 | | \$ 6,820.85 | |
| Sroufe, T. | 31.6712 | 160.00 | 12.00 | \$ 5,067.39 | \$ 581.33 | | \$ 5,648.72 | |
| Stevens, T. | 31.6712 | 160.00 | 22.00 | \$ 5,067.39 | \$ 1,061.01 | | \$ 6,128.40 | |
| Tomanek, J. | 31.6712 | 160.00 | 1.00 | \$ 5,067.39 | \$ 48.44 | | \$ 5,115.84 | |
| Walton, T. | 31.6712 | 160.00 | | \$ 5,067.39 | \$ - | | \$ 5,067.39 | |
| Wilcox, W. | 11.7900 | 21.50 | | \$ 253.49 | \$ - | | \$ 253.49 | |
| Wilcox, W. | 16.5300 | 14.00 | | \$ 231.42 | \$ - | | \$ 231.42 | |
| Wittrock, M. | 31.6712 | 168.00 | 4.00 | \$ 5,320.76 | \$ 192.91 | | \$ 5,513.67 | |
| Total: Police | | 2777.50 | 198.00 | \$ 92,559.04 | \$ 10,070.23 | \$ 1,300.00 | \$ 103,929.26 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| Department | Pay Rate | Reg Hours | O.T. Hours | Reg Pay | O.T. Pay | Misc. | Total Pay | Notes |
|-----------------------------|----------|-----------------|---------------|----------------------|---------------------|--------------------|----------------------|---------|
| Fire | | | | | | | | |
| Armstrong, C. | 21.3200 | 47.75 | | \$ 1,018.03 | | | \$ 1,018.03 | |
| Bach, R. | 9.5000 | 67.00 | | \$ 636.50 | | | \$ 636.50 | |
| Carlington, L. | 16.8300 | 67.50 | | \$ 1,136.03 | | | \$ 1,136.03 | |
| Carlington, R. | 16.8300 | 19.00 | | \$ 319.77 | | | \$ 319.77 | |
| Conrad, C. | 15.7100 | 104.25 | | \$ 1,552.65 | | | \$ 1,552.65 | |
| Demeniuk, C. | 20.2000 | 42.00 | | \$ 848.40 | | | \$ 848.40 | |
| Good, Alexander | 9.5000 | 13.25 | | \$ 125.88 | | | \$ 125.88 | |
| Homrich, Tyler | 8.5000 | 42.50 | | \$ 361.25 | | | \$ 361.25 | |
| Kennedy, M. | | | | \$ 2,692.30 | | | \$ 2,692.30 | |
| Laitinen, Daniel | 8.5000 | 52.00 | | \$ 442.00 | | | \$ 442.00 | |
| Lynn, C. | 16.8300 | 4.00 | | \$ 67.32 | | | \$ 67.32 | |
| McGahan, K. | 8.5000 | 18.75 | | \$ 159.38 | | | \$ 159.38 | |
| McGillen, T. | 16.8300 | 18.50 | | \$ 311.36 | | | \$ 311.36 | |
| Mitchell, Dean | 14.5900 | 22.00 | | \$ 320.98 | | | \$ 320.98 | |
| Moynihan, B. | 20.2000 | 86.00 | | \$ 1,630.33 | | | \$ 1,630.33 | |
| Noechel, J. | 20.2000 | 85.50 | | \$ 1,727.10 | | | \$ 1,727.10 | |
| Olando, Michael | 15.7100 | 51.75 | | \$ 784.44 | | | \$ 784.44 | |
| Pierson, Lee | 9.5000 | 56.25 | | \$ 534.38 | | | \$ 534.38 | |
| Shekell, J. | 20.2000 | 43.50 | | \$ 878.70 | | | \$ 878.70 | |
| Sherrill, Cody | 9.5000 | 55.00 | | \$ 522.50 | | | \$ 522.50 | |
| Shippe, S. | 16.8300 | 63.50 | | \$ 1,068.71 | | | \$ 1,068.71 | |
| Tooman, Brittany | 8.5000 | 16.25 | | \$ 138.13 | | | \$ 138.13 | |
| Ulrich, C. | 16.8300 | 9.50 | | \$ 159.89 | | | \$ 159.89 | |
| Weir, M. | 22.4400 | 102.20 | | \$ 2,293.37 | | | \$ 2,293.37 | |
| Wilson, T. | 20.2000 | 52.50 | | \$ 1,060.50 | | | \$ 1,060.50 | |
| Total: Fire | | 1140.45 | | \$ 20,789.86 | | \$ - | \$ 20,789.86 | |
| | | | | | | | | |
| Department | Pay Rate | Reg Hours | O.T. Hours | Reg Pay | O.T. Pay | Misc. | Total Pay | Notes |
| D.P.W. | | | | | | | | |
| Abramowicz, J. | 18.0000 | 160.00 | 2.5 | \$ 2,880.00 | \$ 67.50 | \$ 200.00 | \$ 3,147.50 | On-call |
| Archev, Je. | 22.7800 | 160.00 | 4.50 | \$ 3,644.80 | \$ 156.02 | \$ 80.00 | \$ 3,880.82 | On-call |
| Brock, R. | 24.7000 | 160.00 | 10.00 | \$ 3,952.00 | \$ 379.90 | | \$ 4,331.90 | |
| Buers, D. | 22.7600 | 160.00 | | \$ 3,641.60 | \$ - | | \$ 3,641.60 | |
| Dentai, F. | 18.4000 | 160.00 | 20.00 | \$ 2,944.00 | \$ 552.00 | \$ 280.00 | \$ 3,776.00 | On-call |
| Jamison, M. | 18.4000 | 160.00 | 4.00 | \$ 2,944.00 | \$ 107.64 | | \$ 3,051.64 | |
| Moritz, M. | 21.5800 | 160.00 | 6.00 | \$ 3,452.80 | \$ 198.54 | | \$ 3,651.34 | |
| Payer, V. | 21.1800 | 160.00 | 20.00 | \$ 3,388.80 | \$ 645.40 | \$ 280.00 | \$ 4,314.20 | On-call |
| Plasecki, T. | 19.9800 | 160.00 | 3.00 | \$ 3,196.80 | \$ 89.91 | | \$ 3,286.71 | |
| Race, J. | 16.8400 | 160.00 | 18.50 | \$ 2,694.40 | \$ 467.31 | \$ 280.00 | \$ 3,441.71 | On-call |
| Valencia, A. | 16.8400 | 160.00 | | \$ 2,694.40 | \$ - | | \$ 2,694.40 | |
| Total: D.P.W. | | 1,760.00 | 88.50 | \$ 35,433.60 | \$ 2,664.22 | \$ 1,120.00 | \$ 39,217.82 | |
| | | | | | | | | |
| Department | Pay Rate | Reg Hours | O.T. Hours | Reg Pay | O.T. Pay | Misc. | Total Pay | Notes |
| W. & W.W. | | | | | | | | |
| Archev, Ju. | 18.4000 | 160 | | \$ 2,944.00 | \$ - | | \$ 2,944.00 | |
| Armstrong, C. | 17.1300 | 160 | | \$ 2,740.80 | \$ - | \$ 60.00 | \$ 2,800.80 | On-call |
| Beason, R. | 26.7900 | 160 | | \$ 4,286.40 | \$ - | | \$ 4,286.40 | |
| Blankstrom, D. | 15.9800 | 160 | | \$ 2,556.80 | \$ - | | \$ 2,556.80 | |
| Claramitaro, J. | 25.2400 | 160 | | \$ 4,038.40 | \$ - | \$ 580.00 | \$ 4,618.40 | On-call |
| Erdmann, Kevin | 17.1300 | 160 | | \$ 2,740.80 | \$ - | \$ 280.00 | \$ 3,020.80 | On-call |
| Gehringer, D. | 24.6400 | 160 | 17.00 | \$ 3,942.40 | \$ 636.82 | \$ 290.00 | \$ 4,869.22 | On-call |
| Martin, R. | | | | \$ 6,532.26 | \$ - | | \$ 6,532.26 | |
| Popravsky, P. | 20.4100 | 160 | | \$ 3,265.60 | \$ - | | \$ 3,265.60 | |
| Sahl, L. | 10.2000 | 68.5 | | \$ 698.70 | \$ - | | \$ 698.70 | |
| Total: W. & W.W. | | 1348.50 | 17.00 | \$ 33,746.16 | \$ 636.82 | \$ 1,210.00 | \$ 35,592.98 | |
| | | | | | | | | |
| Grand Total | | 8,007.70 | 303.50 | \$ 215,933.27 | \$ 13,371.26 | \$ 3,630.00 | \$ 232,934.53 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

AGENDA NOTE

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Appointment- South Lyon Hotel Reconstruction Coordinating Committee

EXPLANATION OF TOPIC: Discussion from last Council meeting regarding a Committee being formed to assist the South Lyon Hotel with a point person at City Hall

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Application for Appointment

POSSIBLE COURSES OF ACTION: Affirm/deny the appointment of Bob Donohue to the South Lyon Hotel Reconstruction Coordinating Committee

RECOMMENDATION: Affirm the appointment of Bob Donohue to the South Lyon Hotel Reconstruction Coordinating Committee

SUGGESTED MOTION: Motion by _____, supported by _____ to appoint Bob Donohue to the South Lyon Hotel Reconstruction Coordinating Committee

South Lyon Hotel Reconstruction Committee

CITY OF SOUTH LYON

Application for Appointment

Date: 7/7/16

Name: Robert (Bob) Donahue
Address: 335 S. Warren St.
City, State, Zip Code: South Lyon, MI 48178
Home/Cell Phone: 947.777.9355
E mail address: robert@southlyonmi.org
Occupation: Economic Development & DDA Director, City of South Lyon
Employer: City of South Lyon
Education & Related Experience:

- B.A. Urban Planning & Historic Preservation
- Graduate Studies in Econ. Dev. & Historic Preservation
- 38 YRS. OF EXPERIENCE IN ECONOMIC DEVELOPMENT, DOWNTOWN REVITALIZATION & HISTORIC PRESERVATION

Are you a citizen of the United States? Yes ☒ No ☐

Are you in default to the City? Yes ☐ No ☒

Is any member of your family an elected official of the City? Yes ☐ No ☒

If so, who? _____

Please select which position(s) you are interested in

| Board/Commission | |
|-------------------------------|--------------------------|
| Planning Commission | <input type="checkbox"/> |
| Parks & Recreation Commission | <input type="checkbox"/> |
| Board of Review | <input type="checkbox"/> |
| Housing Commission | <input type="checkbox"/> |
| Zoning Board of Appeals | <input type="checkbox"/> |
| Historical Commission | <input type="checkbox"/> |
| Building Authority | <input type="checkbox"/> |
| Construction Board of Appeals | <input type="checkbox"/> |
| Cultural Arts Commission | <input type="checkbox"/> |



Other

SOUTH LYON HOTEL RECONSTRUCTION
COMMITTEE



Special qualifications: IN ADDITION TO THE EDUCATION &
EXPERIENCE NOTED ON PAGE 1, I HAVE DIRECT EXPERIENCE
WITH HISTORIC COMMERCIAL BUILDING RECONSTRUCTION,
REHABILITATION & RECONSTRUCTION AND FINANCIAL PACKAGES
TO FUND PROJECTS FOR SUCCESSFUL COMPLETION

Describe why you are interested in this position: TO UTILIZE MY EXPERIENCE FOR THE BENEFIT OF
THE HOTEL OWNERS AND THE CITY OF SOUTH LYON

How long have you lived in South Lyon? 0. I AM A CITY EMPLOYEE

Previous place of Residence? N/A

References:

1. Mayor, John Galeas
2. Bob Martin, Water & Wastewater Dept. & DPW ^{SUPERINTENDENT} ^{& DIRECTOR}
3. _____

Applicant's Signature: Robert E. Donohue Jr. Date: 7/7/16

Please print this application and submit to:

City of South Lyon
Attn: Clerk's Office
335 S. Warren Street
South Lyon, MI 48178
Tel. (248) 437-1735

You may also copy & paste application into an email message and send to: ideaton@southlyonmi.org

For Office Use Only

Comments: _____

Appointed to: _____ Date: _____

AGENDA NOTE

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Appoint Dereck Mashburn to DDA Board

EXPLANATION OF TOPIC: We have received an application for Dereck Mashburn for the open position on the DDA Board.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Application from Dereck Mashburn

POSSIBLE COURSES OF ACTION: Approve/deny the appointment of Dereck Mashburn to the DDA Board of Directors.

RECOMMENDATION: Affirm the appointment of Dereck Mashburn to the DDA Board of Directors.

SUGGESTED MOTION: Motion by _____, supported by _____ to appoint Dereck Mashburn to the DDA Board of Directors.

CITY OF SOUTH LYON
Application for Appointment

Date: 6/28/16

Name: DERECK MASHBURN

Address: 121 N. LAFAYETTE ST

City, State, Zip Code: SOUTH LYON MI 48178

Home Phone: CELL 586-713-2389 Business Phone: _____

Occupation: CAFE OWNER

Employer: _____

Education & Related Experience: B.S. MECHANICAL ENGINEERING

DOWNTOWN BUSINESS OWNER

Are you a citizen of the United States? Yes ☒ No ☐

Are you in default to the City? Yes ☐ No ☒

Is any member of your family an elected official of the City? Yes ☐ No ☒

If so, who? _____

Please select which position(s) you are interested in

| Board/Commission | |
|-----------------------------------|--|
| Planning Commission | <input checked="" type="checkbox"/> NO |
| Parks & Recreation Commission | <input type="checkbox"/> |
| Board of Review | <input type="checkbox"/> |
| Housing Commission | <input type="checkbox"/> |
| Zoning Board of Appeals | <input type="checkbox"/> |
| Historical Commission | <input type="checkbox"/> |
| Building Authority | <input type="checkbox"/> |
| Beautification Committee | <input type="checkbox"/> |
| Cultural Arts Commission | <input type="checkbox"/> |
| Other <u>DOWNTOWN DEVELOPMENT</u> | <input checked="" type="checkbox"/> |

AUTHORITY

Special qualifications: _____


Describe why you are interested in this position: I AM INTERESTED IN TAKING
PART IN THE PROCESS OF DEVELOPING THE TOWN OF SOUTH LYON
FOR A NEW GENERATION OF RESIDENCE, TOURISTS, BUSINESSES, ETC.

How long have you lived in South Lyon? 2 yrs in South Lyon, 3 years previous Green Oak Twp

Previous place of Residence? SALZBURG AUSTRIA 2007-2008, Nov, 2008-2011
GREEN OAK TWP 2011-2014 SOUTH LYON 2014 - PRESENT

References:

1. JOHN GALEAS 248-252-3922
2. CARLY BELISLE 734-277-1558
3. DAN HAAS 248-245-5075

Applicant's Signature:  Date: 6/28/16

Please print this application and submit to:

City of South Lyon
Attn: Clerk's Office
335 S. Warren Street
South Lyon, MI 48178
Tel. (248) 437-1735

For Office Use Only

Comments: _____

Appointed to: _____ Date: _____

AGENDA NOTE

New Business: Item #

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Volunteer Park Athletic Field Development

EXPLANATION OF TOPIC: The committee working on plans for field development in Volunteer Park has submitted a preliminary master plan. The committee is seeking City Council approval of the final layout design and the expenditure of \$3,872.86 to proceed with phase one cost analysis by Russell Design.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Volunteer Park Preliminary Master Plan – Russell Design; Cost Summary

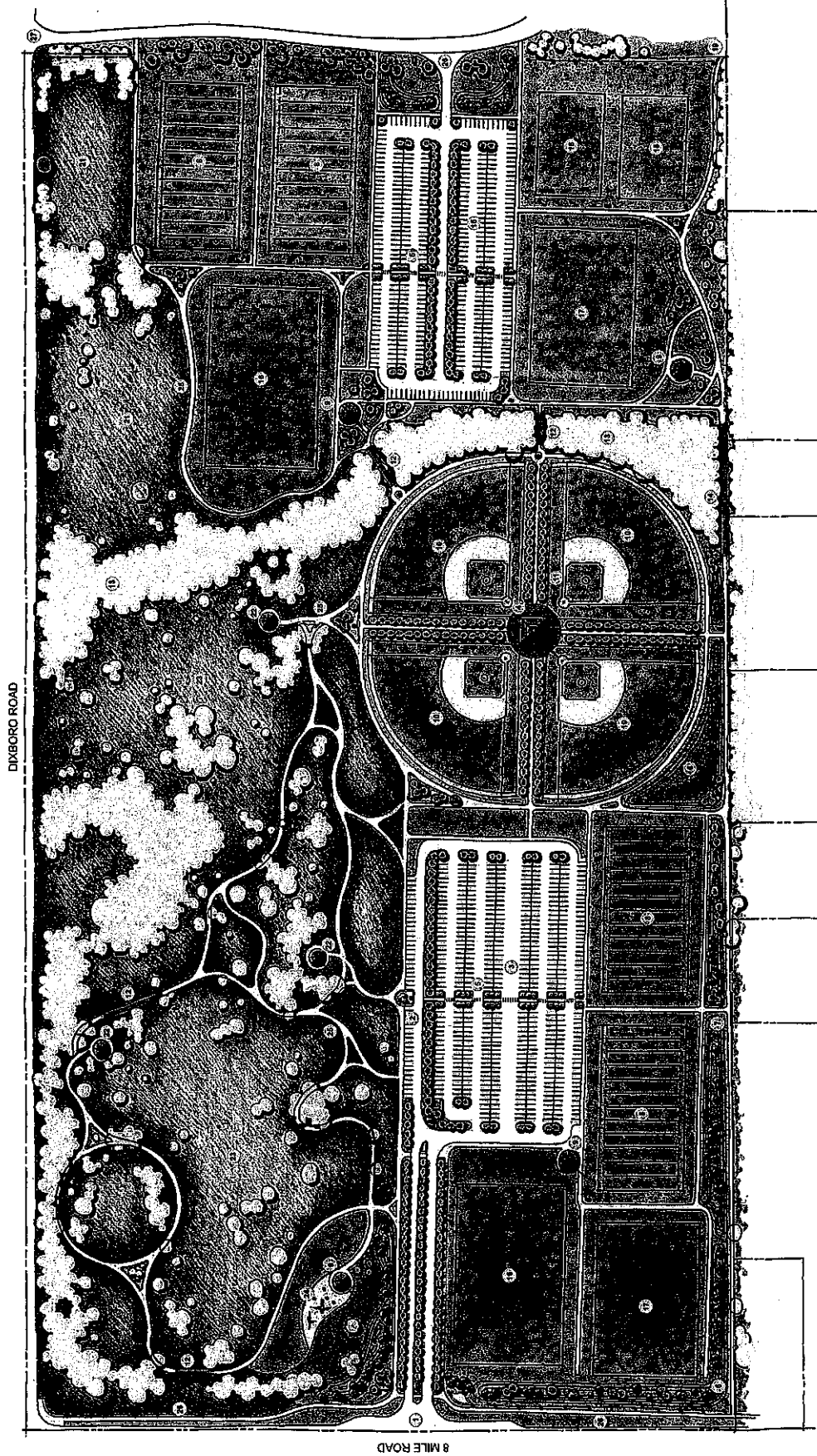
POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the final layout design and the expenditure of funds.

RECOMMENDATION: Approve the final layout design and expenditure of funds.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the final layout design for Volunteer Park fields and to authorize the expenditure of \$3,872.86 for phase one cost analysis by Russell Design.

07/11/16

PRELIMINARY MASTER PLAN



Note Key

1. New 8 Mile Road Entry with Sign and Boulevard
2. Parking Lot - 45 cars
3. Parking Lot - 500 cars
4. Landscaped Pedestrian Walkway
5. Landscaped Pedestrian Walkway
6. Earth Berm with Evergreen and Deciduous Plantings
7. Existing Huron Valley Rail Trail
8. Precinct Football Field/Lacrosse Field - 180 x 380
9. Comfort Station: Picnic, Restroom and Storage
10. Baseball Field - 300 Foot Fence
11. New Wood Bridge
12. New Wood Bridge
13. Existing Drain and Trees
14. Existing Bridge
15. Parking Lot - 400 Cars
16. Multi Purpose Field - 240 x 380
17. U13 Soccer Field with Smaller Field Overlay - 225 x 336
18. U13 Soccer Field with Smaller Field Overlay - 141 x 225
19. Huron Valley Rail Connection to Existing Park
20. New Entry from Existing Park Entry Road
21. Naturalized Buffer Plantings
22. Picnic Pavilion
23. Wetland
24. Accessible Playground
25. 8 Foot Wide Accessible Asphalt or Crushed Stone Path, Typical
26. 8 Foot Wide Accessible Concrete Walk, Typical
27. Existing Park Entry

VOLUNTEER PARK

SOUTH LYON PARKS AND RECREATION COMMISSION



SOUTH LYON, MICHIGAN



RUSSELL DESIGN
LANDSCAPE ARCHITECTURE
10000 E. 14th Avenue, Suite 200
Denver, CO 80231
Phone: 303.755.8800

JULY 2016

AGENDA NOTE

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Required Budget Amendments

EXPLANATION OF TOPIC: In the recent past, budget amendments have been put off until the end of the year causing a misrepresentation of the financial statements. This proposal will require amendments for operating expenses to be done quarterly and amendments for large unexpected expenditures to be done at the time of approval.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: None

POSSIBLE COURSES OF ACTION: Approve/Reject the proposed amendment schedule

RECOMMENDATION: Approve the amendment schedule

SUGGESTED MOTION: Motion by _____, supported by _____ to direct the City Manager to submit budget amendments for City Council consideration on a quarterly basis for significant changes in operating expenses and immediately following major unbudgeted expenditures.

07/11/16

AGENDA NOTE

New Business: Police Vehicle Auction

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Auction of Retired Patrol Vehicles

EXPLANATION OF TOPIC: A number of unused, unclaimed, or abandoned items have been put up for auction and sold. As of today, the police department has listed and sold approximately 41 items through the MITN (Michigan Inter-Governmental Trading Network) website. Most items sold on the auction site have brought in less than \$50.00. Three (3) Ford Crown Victorias (2008, 2010, 2010) have been taken out of service over the past four years due to maintenance and repair costs. As these vehicles have been removed from operation, they were stored and used as “parts cars” for existing operable patrol vehicles. Our department no longer utilizes Ford Crown Victoria patrol vehicles. All of them will require extensive maintenance to make them operable. All have approximately 100,000 miles on them. The City Code requires Council’s approval to sell/auction any item that meets a \$500 threshold (Sec. 2-226. - Sale of property). In the event any of the vehicles sell for at least \$500.00, I am requesting council’s permission to approve the sale of the vehicles. We will start the auction at a bid price of \$100.00 for each vehicle. The graphics have been removed from the vehicles. It should also be noted that we add 5% to all final bids to cover any and all City costs.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Approve/do not approve the sale of the vehicles

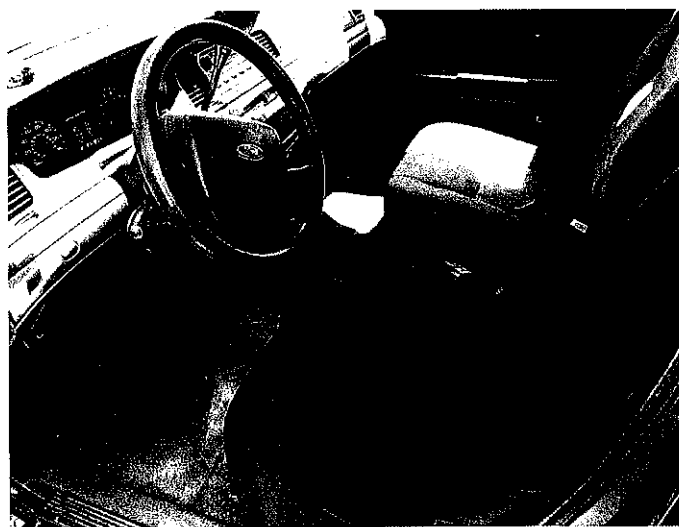
RECOMMENDATION: Approve the sale of the vehicles

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the sale by auction of the retired police department vehicles, as listed.

2008 Ford Crown Victoria VIN: 2FAFP71V58X176795



2010 Ford Crown Victoria VIN: 2FABP7BV8AX140702



2010 Ford Crown Victoria VIN: 2FABP7BV6AX140701



AGENDA NOTE

New Business Item #:

MEETING DATE: July 11, 2016

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

AGENDA TOPIC: Purchase of Single Elgin Pelican Street Sweeper

EXPLANATION OF TOPIC:

In FY 2016-2017 the Department of Public Works budgeted for a new street sweeper. Starting in FY 2017-2018 a (5) five year payment plan of \$43,042.00 will fund this piece of equipment going forward. We will receive this piece of equipment in July 2016. This will serve the City for the next foreseeable future.

Bell Equipment Company will also offer a guaranteed buyback toward the sweeper. At (5) five years they will pay the City \$55,000.00 for the single Elgin Pelican, or we can apply this amount toward a new Elgin Pelican or any model Elgin Sweeper, at that time.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Quotes and brochures.

| | |
|-------------------------------------|---------------------|
| Elgin Pelican Single Street Sweeper | \$197,406.30 |
|-------------------------------------|---------------------|

POSSIBLE COURSES OF ACTION:

To approve or not approve the purchase of an Elgin Pelican Single Street Sweeper for the total price of \$197,406.30.

RECOMMENDATION:

To purchase an Elgin Pelican Single Street Sweeper from Bell Equipment Company for the total amount of **\$197,406.30**.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of an Elgin Pelican Single Street Sweeper from Bell Equipment Company for the price of **\$197,406.30**.

ELGIN®

Subsidiary of Federal Signal Corporation

Pelican®



Sweep System - Power

Engine

Make John Deere 4045TF150
Type 4 cylinder diesel
Displacement 276 cu in (4.5 L)
Bore 4.19 in (106.43 mm)
Stroke 5.0 in (127 mm)
Compression ratio 19:1
Horsepower 74 HP (55 kw) @ 2,200 RPM
Torque 195 ft-lbs (265 Nm) @ 1,700 RPM
Fuel tank capacity 35 gal (132.5 L)

Standard Accessories

Full flow oil filter, mechanical governor, dual safety element dry-type air cleaner with in-cab restriction indicator, fuel filter, counterbalanced, wet sleeve instrumentation
Panel Full vision, illuminated
Gauges Speedometer/odometer, tachometer, engine hour meter, engine temperature, oil pressure, voltmeter, fuel, hydraulic oil temperature, water fill, and on-board diagnostics.

Electrical System

Wires Hot stamped and color coded wiring, alternator/regulator-unitized, 120 ampere
Battery 12 volt, group 31, 925 CCA, 180 min. reserve.

Lights Halogen sealed multiple beam headlights, combination stop and tail lights, adjustable side broom lights, directional signals with hazard switch. Safety horn, electronic back up alarm, sweep flashers.

Sweep System - Components

General Specifications

Wheel base 127.4 in (3236 mm)
Overall length 16 ft (4877 mm)
Height with cab 9 ft 10.5 in (3010 mm)
Width outside tires 8 ft 6 in (2591 mm)
Curb to curb turning radius 15 ft (4572 mm)

Sweeping path:

One side broom 8 ft (2438 mm)
Two side brooms 10 ft (3048 mm)

Weight:

One side broom 13,590 lbs (6170 kg)
Two side brooms 14,290 lbs (6482 kg)

Travel speed Up to 20 mph (32 Km/h)

Hydrostatic drive Single foot pedal for forward/reverse

Hydraulic Service Brakes

Tires:

Front 11R22.5 load range H (2)
Rear 10R17.5 load range H (2)

Wheels:

Front Steel disk type
Rear Dual steel disk type mounted on alloy steel axle
Sprung guide wheel

Cab

Type ISO mounted

Structural steel tube frame
Sealed w/ 100% filtered air intake, sound insulated

Doors Full view glass

Opening From rear
Dust protection Rubber gasket sealed

Windows Safety glass with tinted windshield and tinted sun visors, 360° visibility
Tinted upper glass

Dome light

Heater pressurizer with defroster Multi-vent air dispursement

Windshield wipers 2 speed intermittent, with washers

Mirrors Inside (1); outside, dual west coast with convex inserts and (2) 10 in oval

Seat(s) 21 in wide deluxe foam cushion with belt(s)

Steering Tilt and telescoping steering column

Main Broom

Diameter 35 in (889 mm)
Length 66 in (1676 mm)
Type Prefab. disposable, polypropylene double wrapped at both ends

Core Steel reversible

Digging pressure & wear control in cab

Hydraulic float

Lift control In-cab hydraulic raise and lower

Drive Hydraulic motor

Mounting Hydraulic cylinder suspended

Speed Variable with engine RPM

Side Broom

Type Vertical digger

Diameter 36 in (914 mm)

Disc construction Steel plate

Speed Variable with engine RPM

Flexibility In-cab positioning hydraulic float

Drive Hydraulic motor

Mounting Free floating

Adjustment In/out (recoil spring), up/down

Digging pressure/wear control

Hydraulic, in cab, pressure sensing

Broom material Tempered steel wire

Conveyor

Type Chevron cleat reinforced rubber belt

Speed Variable with engine RPM

Flexibility 9 in (229 mm) oscillation for large object passage

Drive Hydraulic motor, chain and sprocket drive

Bearings Sealed self-aligning, re-lube

Debris Hopper

Capacity volumetric 3.6 yds (2.8 m)

Material volume 3.5 yds (2.6 m)

Hopper lift and dump control Electro-hydraulic in-cab

Maximum dump height Up to 9 ft 6 in (2895 mm)

Debris Hopper (cont.)

Time to tilt hopper 17 sec

Time to retract to working position 21 sec

Design lift capacity 9,000 lbs (4,080 kg)

Frontal dumping Standard

Hydraulic System

Hydrostatic drive Electronically controlled

Variable displacement pump

Variable displacement motor

Fittings 'O' ring face seal type

Reservoir capacity 33 gal (106 L)

Reservoir level Externally readable

Inlet strainer 100 mesh

Filter Return 10 micron absolute, full flow

Filter restriction indicator In cab

Breather/fill cap 10 micron

Water Spray System

Tank construction Polyethylene

Tank capacity 220 gal (832 L)

Fill hose 16 ft 8 in (5080 mm) with hydrant coupling

Wash down Integral cascade hopper/conveyor wash

Pump Diagram with run dry capability

Spray nozzles Atomizing, adjacent to each broom

Controls On/off, volume high/low in-cab

Filter Non-corrosive housing, 100 mesh screen
Cleanable anti-siphon fill standard.

Brake System

Service Multi caliper disc type

Hydraulically applied

Power assisted

Park Wet disc multi pack with spring applied

hydraulically released push/pull activation

Interlock to prevent drive through if applied

EcoInfused Technology® Combining science and innovation to produce more environmentally efficient products.

Available Enhancements

- Dual controls - right and left side brooms, seats, and operator controls for operation from either side
- Remote adjustment
- Heated mirrors
- Side broom tilt
- Automatic lubrication system
- Lifeline® hopper liner
- Beacon light with protector
- Air conditioner in-cab
- Strobe light with protector
- Electric side broom tilt indicator
- Broom hours and mileage recorder
- Diesel cold weather start aid
- Limb guards
- Extended warranty
- Sliding rear window
- Air suspension seat(s)
- Conveyor, lower roller washout

Finish

Undercarriage: Grey powder coat
Body: High gloss powder coat
Custom colors available

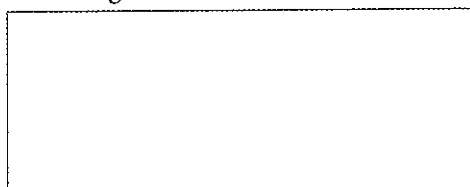
Chassis

Chassis is fully welded; formed channel and boxed tube style with jack points

Warranty

| | |
|------------------------|-----------------|
| Sweeper | Engine |
| 1 year parts and labor | Consult factory |

Your Elgin Dealer is:



Elgin Sweeper Company
1300 W. Bartlett Rd.
Elgin, Illinois, U.S.A. 60120-7529
847-741-5370 Phone
847-742-3035 Fax
www.elginsweeper.com

© 2013 Elgin Sweeper Company. Elgin® Pelican® and EcoInfused Technology® are registered trademarks of Federal Signal Corporation. Federal Signal Corporation is listed on the NYSE by the symbol FSS

Effective 6/13
Specifications subject to change without notice.
P/N 0705393

PELICAN® - LEGENDARY, DEPENDABLE PERFORMANCE.

To assure that the legendary Elgin Pelican continues to meet the needs of its customers and the industry, Elgin Sweeper raised the bar again and set a new benchmark for the industry standard. Based on a design that has been continually improved since 1914, the newest Pelican model combines maneuverability, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavy, compacted dirt and bulky debris, as well as smaller particles found in the street. If you need an all-around sweeper with incredible digging power the Pelican is the perfect solution.

- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- Improved 360° visibility
- Incredible ease of operation
- Superior durability, stability, and maneuverability
- Easy access for service and maintenance

Customized with your choice of options, the Pelican is a durable, reliable answer to your sweeper needs.



APPLICATION SOLUTIONS

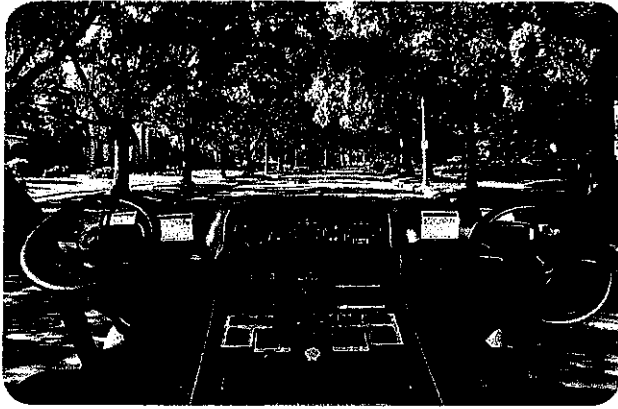
Elgin Sweeper doesn't offer just one sweeping technology – we take an application-based approach to solving our customers sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right chassis, engine configuration, fuel requirements and options.

POWERFUL SUPPORT

Elgin Sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

UNMATCHED QUALITY

The Pelican has roots dating back to 1914 and has been continuously improved in design and production. Elgin sweepers are manufactured in an ISO:9001 certified manufacturing plant. Products are painted prior to assembly and quality tested. Elgin Pelicans are proudly assembled in the U.S.A. using only the finest materials.



UNIQUE SINGLE-ENGINE THREE-WHEEL DESIGN

The durable purpose-built chassis features a compact frame to maximize maneuverability and position the load low and between front wheels for stability. The high steering angle and tight turning radius allow sweeping extremely close to obstacles and following curb lines.

POWERFUL BROOM SYSTEM

Hydraulically-driven free-floating side and main brooms work as a system to sweep material from the curb and street into the debris hopper. Side brooms protrude up to 13 in (330 mm) beyond the tire to capture more curb debris. The large main broom features variable-speed and down-pressure to adapt to changing conditions and follow road contours.

NO-JAM CONVEYOR

No-Jam Conveyor: The Pelican's standard No-Jam chevron belt conveyor features angled molded-in full width cleats that carry more large debris as well as small fines efficiently into the hopper. The chevron belt provides improved hopper loading, better belt tracking, superior debris pick-up, reduced sticking and quieter operation than other belts. Material loads to the front and center first to allow maximum use of the hopper capacity.

360° VISIBILITY AND OPERATOR ERGONOMICS

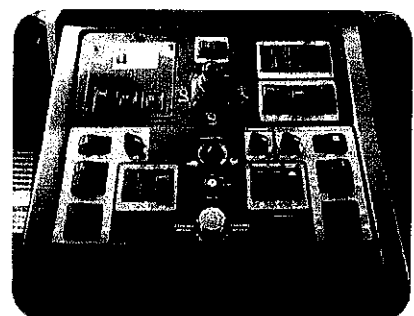
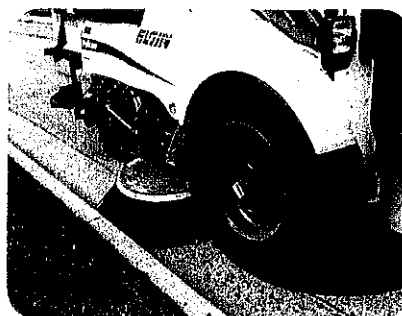
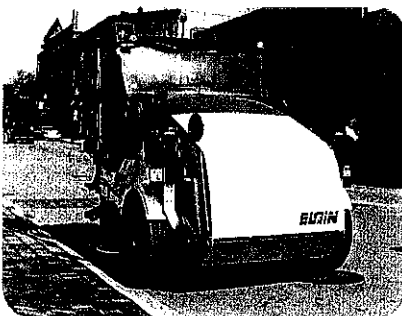
The Pelican's isolation-mounted cab provides a clean, quiet, and comfortable environment for the operator. Filtered fresh air conditioning and heater/defroster come standard. Large windows, see-through doors, and full-width windshield allow for 360° degree visibility.

EASY MAINTENANCE

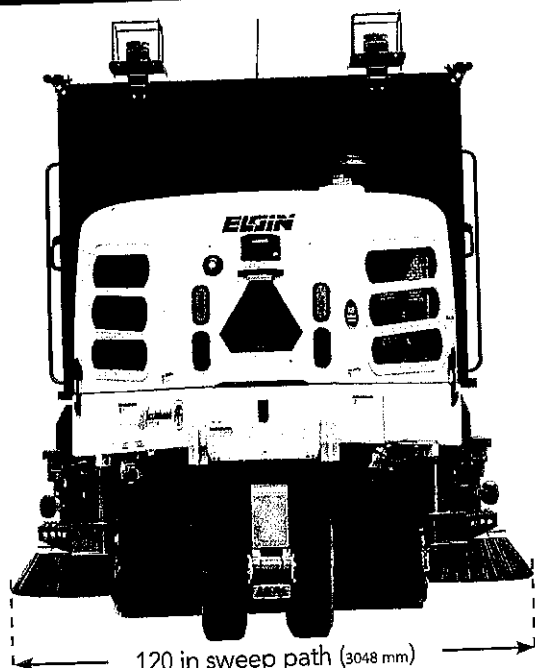
Access to service points is simple with most accessible from ground-level. O-ring face seal hydraulic fittings are used and the electrical system features snap-together connections and color-coded wires for quick identification. The unit is equipped with a combination of in-cab and site gauges to monitor fluid levels.

ECOINFUSED™ TECHNOLOGY

Elgin Sweeper has made advancing the use of cleaner, safer, and more efficient technologies for sweeping roads and streets a priority, with innovations that provide the powerful performance, fuel economy and overall value our municipal and contractor customers demand. Today's environmentally efficient Pelican is designed with exclusive EcoInfused Technology, representing years of unmatched innovation and success combining the science of horsepower management with the ability to do more with less.



DURABLE, RELIABLE, AND EASY TO USE



DURABLE, PURPOSE-BUILT CHASSIS

The Pelican's heavy-duty construction and compact frame ensures a tight turning radius and years of reliable, low-maintenance operation. A balanced design provides stable sweeping and dumping. The hopper load is positioned low between the two front wheels for stability and safety. The axle support and hopper lift system are integral parts of the chassis.

OUTSTANDING MANEUVERABILITY

The Pelican's high steering angle and tight turning radius allows for quick turns, sweeping extremely close to obstacles and following curbs without climbing or scuffing tires. The dual-tire guide wheel increases stability and steering traction.

EFFICIENT, COMFORTABLE CAB

The clean, quiet and spacious isolation-mounted cab features large windows, wide see-through doors and a full-width windshield for 360° visibility. The center console is easily accessed from both left and right driving positions. Fingertip controls include illuminated and graphically identified gauges and rocker switches.

REAR SUSPENSION

Swing-arm suspension with twin parallel heavy-duty shock absorbing spring coils and an integrated single coil rubber spring assist provide effective suspension dampening through the entire range of travel. The design enhances ride quality and comfort in the cab while reducing stress on the sweeper frame – especially when operating in pothole conditions or on rough, uneven roads.

SINGLE ENGINE POWERED

The Pelican is powered by the John Deere 4045T 4.5L, 4-cylinder turbocharged diesel engine. The engine is capable of operating on bio-diesel up to B20.

LOW-MAINTENANCE DRIVE SYSTEM

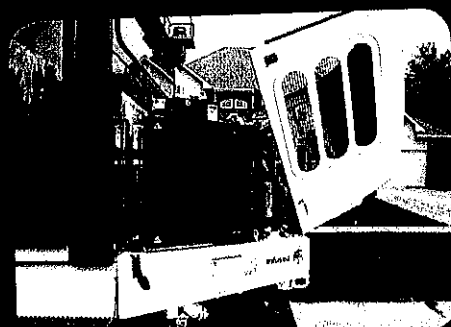
With a unique wheel motor design for outstanding power and minimal maintenance, steep grades are no problem. Integrated sensors precisely measure road speed and adjust power requirements according to the load.

HEAVY-DUTY BRAKE SYSTEM

The Pelican features twin-caliper (ea), power disc brakes and a dynamic braking design that significantly reduces wear on service brakes. All brake components are easy to access and economical to maintain.

HYDRAULIC SWEEP SYSTEM

Controlled by engine RPM and operated independently of direction and ground speed, the Pelican's broom speed provides digging power at slow or zero ground speeds. A foot pedal controls speed and sweeper direction through the hydrostatic transmission.



SUPERIOR MECHANICAL SWEEPER DESIGN



MAIN BROOM

The 35 in x 66 in (889 mm x 1676 mm) hydraulically driven polypropylene main broom features variable speed (variable with engine RPM) for optimal sweeping in changing conditions. To protect the broom mechanism, the broom raises automatically when the sweeper is reversed and is returned to its sweep position and previously set down pressure when a forward direction is resumed.

SIDE BROOM

Hydraulically driven side brooms are rugged construction, 36 in (914 mm) in diameter and protrude up to 13 in (330 mm) beyond the outside of the tire while sweeping to capture more gutter debris.

NO-JAM DEBRIS CONVEYOR

The standard conveyor system features a chevron belt with angled molded-in full width cleats that moves material to the center of the belt for less spill over, and throws it to the center of the hopper for improved hopper fill without jamming. New poly/nylon high-strength belt material on the conveyor delivers long wear for maximum uptime. An optional built-in washdown provides quick and easy clean-up.

VARIABLE HEIGHT FRONT DUMP HOPPER

The Pelican's front dump hopper is ideal for single-lane dumping, which ensures minimal traffic interruption. The hopper can be dumped from ground level up to 9 ft 6 in (2895 mm) high. The load can be easily observed from the cab by lifting and rolling the hopper. The hopper's 3.5 cu yd (2.7 cu m), 9,000 lb (4082 kg) capacity provides maximum sweep time. For easy inspection, the hopper rolls out and rests on the ground.

CORROSION-RESISTANT WATER SYSTEM

A corrosion-resistant polyethylene water tank supplies the dust suppression system with 220 gallons (833 L) of water. The exclusive Elgin water pump can run dry without damaging the machine's water system. For convenience and ease of maintenance, a water-level gauge is visible from the cab.

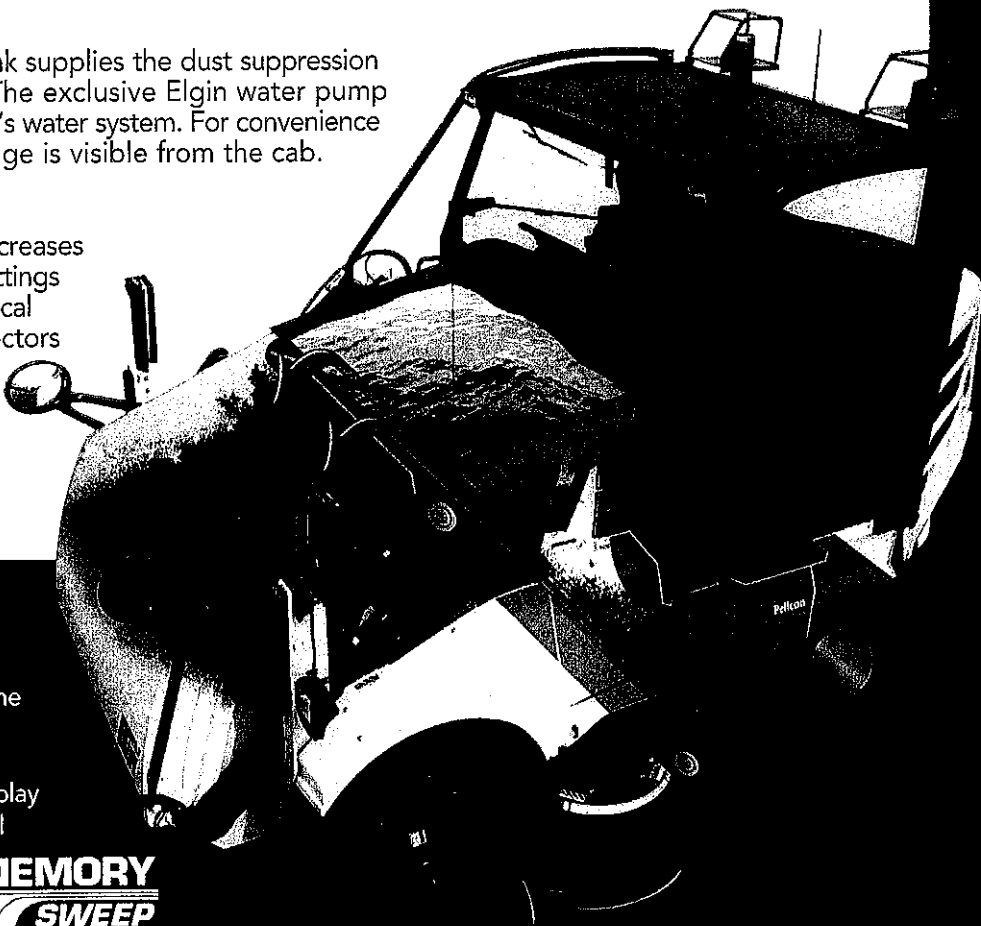
EASE OF MAINTENANCE

Easy servicing lowers ownership costs and increases sweeper usage. O-ring face seal hydraulic fittings assure leak-free connections, while the electrical system's weatherproof snap-together connectors and stamped color-coded wires allow quick identification. To ensure easy monitoring of fluid levels, the hydraulic tank directly behind the cab features a sight glass inspection tube.

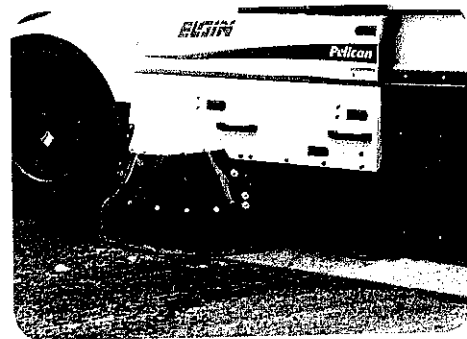
MEMORY SWEEP®

Elgin's exclusive Memory Sweep feature allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control. This feature enhances operator productivity and reduces operator fatigue. Memory Sweep incorporates a multi-screen display that indicates engine hours and water tank level as well as system diagnostics. This screen also displays optional features such as broom tilt angle and broom hours.

**MEMORY
SWEEP**



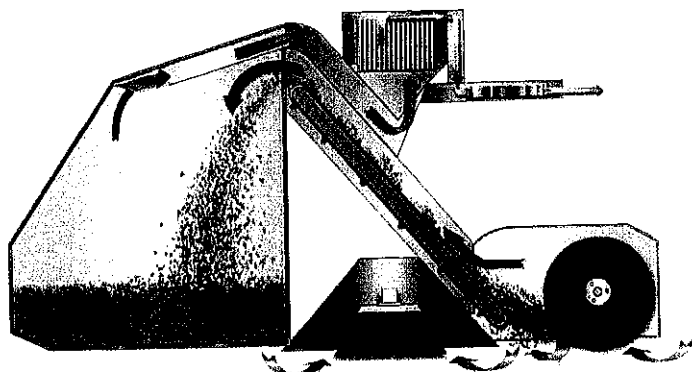
WATERLESS PELICAN



The Pelican with optional dry dust control maintains all the popular features and sweeping performance that have made the Pelican the best selling three-wheel sweeper—without the use of water for dust suppression. This means increased pick-up of fine particles over traditional, wet dust control sweepers, proven reliable year-round sweeping and significant water conservation.

DRY DUST CONTROL SYSTEM

The Pelican with dry dust control features a patented system that includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter, working together to control fugitive dust without the use of spray water. The Pelican's waterless dust control system means operators sweep more and spend less time filling tanks enhancing productivity. Without water, mud doesn't build up on components, reducing clean-up time at the end of the shift. Since there is no water, sweeping in freezing weather conditions is possible which helps meet the growing demand for quick pick-up of winter-time road sand, salt, and cinders. Perhaps the most important benefits are those for the environment including a smaller water footprint, as well as reduced road silt that can be left as a film from waterbased dust control sweepers.

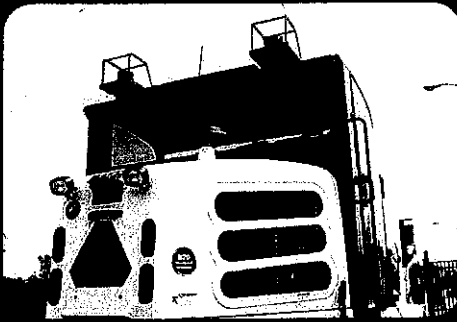


PATENTED FILTRATION SYSTEM

The powerful vacuum system on the sweeper creates an air stream through the debris hopper, conveyor, and skirted areas. The inward rushing air carries the airborne dust into the debris hopper where it's allowed to settle out with the rest of the swept debris. A majority of the fugitive dust falls into the hopper with only a fraction of the dust making it to the filter. When the filter becomes loaded, it can be mechanically cleaned with an on-board cleaning system so sweeping can continue. A long life, low maintenance, dry filter element is installed between the debris hopper and the fan.

*Industrial Pelican Option Available - consult factory for details.

OPTIONAL ENHANCEMENTS



LIGHTING PACKAGES

A variety of lighting packages are available for the Pelican to enhance safety and visibility.



LIFELINER® HOPPER SYSTEM

The LifeLiner® system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper.



LIMB GUARD

Heavy-duty guards surround cab and protect sweeper by guiding low-hanging tree limbs up and over the Pelican. Available in right hand, left hand, or dual configuration.

ADDITIONAL OPTIONS

- Auto-Lube automatic lubrication system
- Conveyor, lower roller washout
- Various dirt shoe offerings
- Air suspension seat(s)
- Cold weather start aid
- Heated/remote mirrors
- Engine pre-cleaner
- In-cab side broom tilt
- Lower roller deflector

SPECIFICATIONS:

SWEEPING PATH

- One side broom 8 ft (2438 mm)
- Two side brooms 10 ft (3048 mm)

TRAVEL SPEED

20 mph (32 Km/h)

ENGINE (make and type)

John Deere 4045T
Horsepower 74 hp (55 kW) @ 2,400 RPM
Tier 4F low emission diesel
*Tier 3 model dependant

HOPPER CAPACITY

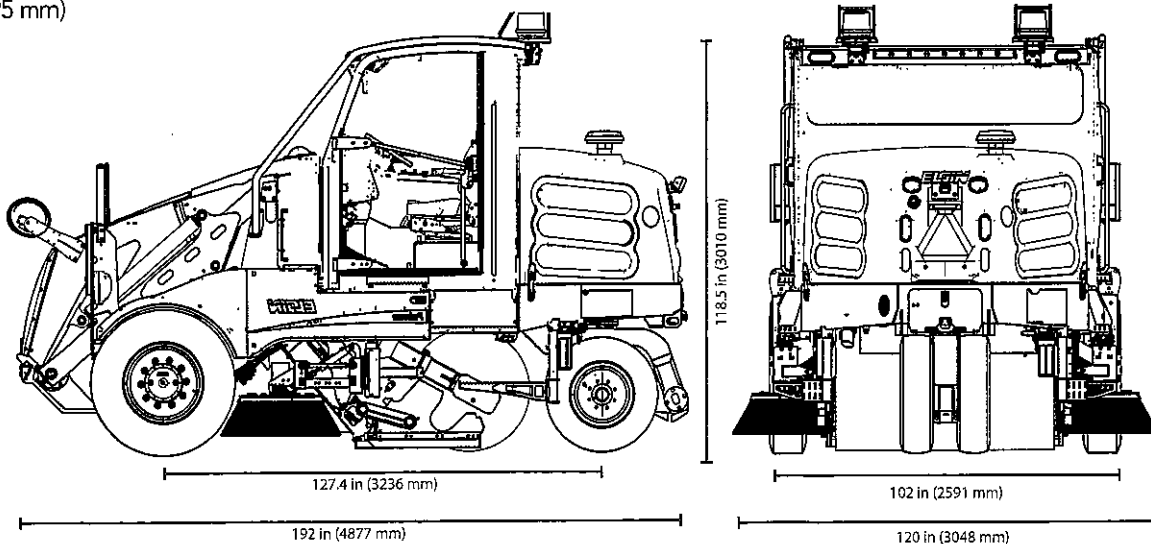
Volumetric Capacity: 3.5 cu yds (2.7 cu m)

WATER SPRAY SYSTEM

Tank capacity: 220 gal. (833 L)

HOPPER DUMPING

Maximum dump height: 9 ft 6 in (2895 mm)





ELGIN SWEEPER IS YOUR PARTNER...

IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.

IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.

INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



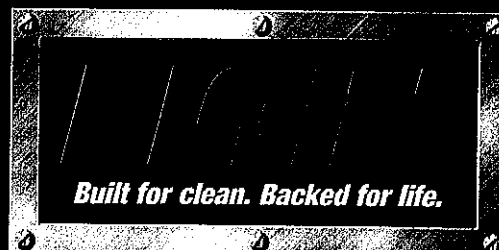
WARRANTY

Elgin Sweeper Company backs the Pelican sweeper with a one-year limited warranty. The Pelican is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information. The ESCO/FSM warranty shall not apply to major components or trade accessories such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires, and batteries that have a separate warranty by the original manufacturer.

Your Local

Bell Equipment Co.

78 Northpointe Drive
Lake Orion, Michigan 48359
(248) 370-0000
Fax (248) 370-0011
www.bellequip.com



elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.

(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice.

Some photos shown with optional equipment.

Elgin™ Pelican™ Memory Sweep™ and LifeLiner™ are registered trademarks of Elgin Sweeper Company.

Covered under US Patent #7,281, 296 B2 & 6,584,157 B2, and Canadian Patent #CA2475362

Effective 8/15 P/N 0705031-G

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Bell
Equipment Company
February 2, 2016

Mr. Robert Martin
Director
Department of Public Works
520 Ada Street
South Lyon, MI. 48178

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
850 Science Blvd.
Gahanna, Ohio 43230
Phone: (614) 655-0022
Fax: (614) 655-0023

Dear Bob,

It was a pleasure meeting with you last week to over the specification for the purchase of a new Elgin Pelican Street Sweeper. Please review the following proposal.

- Elgin Pelican Single Street Sweeper
- John Deere diesel engine
- 220 gallon water capacity
- Hydraulic main broom suspension
- Air conditioning AM/FM/CD
- Lower roller wash-out system
- Side broom lights
- Rear camera with monitor in cab
- Return to sweep feature
- Windshield wipers with intermittent setting
- Conveyor stall alarm
- Dual heavy duty limb guards
- Sliding rear window
- Heated and motorized rear view mirrors
- Two LED Strobe light with guards
- LED rear directional arrow-stick
- LED stop, turn, tail lights
- Battery disconnect
- Engine pre-cleaner
- Fire extinguisher
- Pelican and John Deere parts, operators, and service manuals
- Sweeper painted white
- All other standard features
- Delivery and training
- 5 year supply of side brooms and main brooms
- (6) side brooms per year included, (4) main brooms per year included, strip style

| | |
|---------------------------|-------------------------------|
| PURCHASE PRICE | \$197,406.30 |
| TRADE VALUE | -\$7,000.00 |
| NET PURCHASE PRICE | \$190,406.30 |

| | |
|--------------------------------|-------------------------------|
| PURCHASE PRICE FOR DUAL | \$213,316.30 |
| TRADE VALUE | -\$7,000.00 |
| NET PURCHASE PRICE | \$206,316.30 |

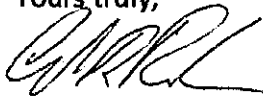
The above pricing is derived from the State of Michigan MI-Deal contract which features best industry pricing.

Bell Equipment Company would also like to offer you a guaranteed buyback toward either sweeper. At (5) years we will pay the City of South Lyon \$55,000.00 for the single Elgin Pelican and \$60,000.00 for the Dual Elgin Pelican, or we can apply this amount toward a New Elgin Pelican or any model Elgin Sweeper, at that time. This assumes a regular maintenance program, normal wear and tear, and no excessive abuse or damage.

Bell Equipment Company has been the Elgin Street Sweeper Dealer in the State of Michigan since 1951 and has several hundred sweepers in operation throughout the State. We are proud to support and service everything we sell.

If you have any questions concerning this proposal, please call or email me. Thank you for the opportunity and for your interest in the Elgin product and Bell Equipment Company.

Yours truly,



Clark R. Bushman
Vice President/Sales
Bell Equipment Company

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9
 to
CONTRACT NO. 071B1300075
 between
THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR | | PRIMARY CONTACT | | EMAIL |
|---|-------------------------|---|--|---|
| Bell Equipment Company 78 Northpoint Drive Lake Orion, MI | | James Bell Jr. | | jbell@bellequip.com |
| | | PHONE | | CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY) |
| | | 248-370-0000 | | 1706 |
| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
| PROGRAM MANAGER / CCI | MDOT | Dan Smith | 517-334-7767 | Smithd4@michigan.gov |
| CONTRACT ADMINISTRATOR | DTMB | Steve Rigg | 517-284-7043 | riggs@michigan.gov |
| CONTRACT SUMMARY | | | | |
| DESCRIPTION: Work Zone Safety Equipment (NASPO) – Michigan Department of Corrections & MiDeal | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| October 1, 2010 | September 30, 2013 | 2 – 1 year options | September 30, 2015 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| Net 30 | | 30-75 days after receipt of order (ARO) | | |
| ALTERNATE PAYMENT OPTIONS | | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| N/A | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| EXERCISE OPTION? | LENGTH OF OPTION | EXERCISE EXTENSION? | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input checked="" type="checkbox"/> | 1 year | September 30, 2016 |
| CURRENT VALUE | | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | |
| \$1,200,000.00 | | \$500,000.00 | \$1,700,000.00 | |
| DESCRIPTION: Effective September 21, 2015, this contract is hereby extended through September 30, 2016, increased by \$500,000.00, and pricing on this contract is hereby updated per revised Attachment A. All other terms, conditions, pricing and specifications remain unchanged. Per vendor request, MDOT agreement, and approval from DTMB-Procurement. | | | | |



David R. Penoff
ENVIRONMENTAL SERVICES DIVISION
317-328-1166 Office
317-500-0190 Cell
888-200-6313 Fax

TO: Clark Bushman - Bell Equipment Company
FROM: David Penoff - Vice President/Sales Representative
DATE: 6/16/16
RE: Tax-Exempt Leasing Quotation **City of South Lyon (MI)**

EQUIPMENT: Elgin Pelican Sweeper
EQUIPMENT COST: \$197,406.30
COMMENCEMENT: To Be Determined
STRUCTURE: Municipal Lease Purchase
END OF TERM PURCHASE: \$1.00
DOCUMENTATION FEE: None
TERM: Five (5) Years
PAYMENT FREQUENCY: Annual
INTEREST RATE: 2.91%

Payments in Arrears - First Payment Due One (1) Year After Lease Commencement

| | |
|----------------|-----------------|
| Payments | 5 @ \$43,042.00 |
| Payment Factor | 0.21804 |

The above rates and payment factors will be valid for a period of thirty (30) days from the date of this quotation and are subject to credit approval.

Thank you for the opportunity to provide this information. If you have any questions, please feel free to contact David Penoff 317-328-1166 (dpenoff@tcfef.com) or Wendy Wilson 317-328-1163 (wwilson@tcfef.com).

MICHIGAN ADDENDUM
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____
(State Agencies)

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: _____

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Governmental Lease-Purchase Agreement No. _____ (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. Section 8 of the Lease is hereby deleted and the following Section 8 is hereby inserted in lieu thereof:

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. During the term of this Lease, title to the Equipment shall be retained by US, except for those modifications that YOU add to the Equipment that can be removed without damaging the Equipment. YOU will not have any right, title or interest in the Equipment except as expressly set forth in this Lease. If YOU are in default of this Lease, or this Lease is terminated for any reason other than pursuant to Section 17 (including but not limited to any termination pursuant to Section 5), YOU will, at your cost and expense, peaceably deliver the Equipment to US at the location or locations specified by US. Upon YOUR exercise of the purchase option pursuant to Section 17 or payment in full of all Lease Payments under this Lease, title to the Equipment will immediately and without further action by US vest in YOU, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through US. It is the intent of both parties that any transfer of title to YOU pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. WE will, nevertheless, execute and deliver any such instruments as YOU may request to evidence such transfer. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

| | |
|---|----------------------|
| LESSEE SIGNATURE | _____ |
| | Legal Name of Lessee |
| | By _____ |
| | Signature Date |
| | Print Name |
| _____ | |
| Title | |
| (MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE) | |

| | | |
|------------------|----------------|---|
| LESSOR SIGNATURE | Name of Lessor | TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK |
| | By _____ | |
| | Signature Date | |
| | Print Name | |
| | Title | |
| | Lease Number | |



GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____
(TAX-EXEMPT)

| | | |
|---------------------------------|--|--|
| LESSOR | Name TCF Equipment Finance, a division of TCF National Bank | Email: customerservice@tcfef.com |
| | Address 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305 | Fax Number: 952-656-3273 |
| LESSEE | Full Legal Name | Email: Fax: |
| | Primary Address | Fiscal Year End: FEIN: |
| LEASE PAYMENT INFORMATION | Principal Portion: \$ _____ | BANK QUALIFIED YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. |
| | Interest Rate: _____ % | |
| | Maximum Lease Term: ____ Months | |
| | Lease Payments: See Attachment 1: Lease Payment Schedule | |
| | Payment Frequency: | |

TERMS AND CONDITIONS

Please read this Governmental Lease-Purchase Agreement No. _____ (including all attachments and schedules hereto, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

1. **LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM:** This Lease is effective on the date on which WE disburse funds to the vendor of the Equipment (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from the due date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

| | | | |
|--|---|------------------|---|
| LESSEE SIGNATURE | YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions. | LESSOR SIGNATURE | Name of Lessor TCF Equipment Finance, a division of TCF National Bank |
| | Legal Name of Lessee _____ | | By _____ Signature |
| | By _____ Signature | | Print Name and Title _____ |
| | Print Name and Title _____ | | Lease Number _____ |
| CERTIFICATE OF CLERK OR SECRETARY | I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee. | | |
| | Signature: _____ Title: _____ | | |

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the

enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is new and is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease will be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION. This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes, including the filing of any claim, action or suit in the appropriate court of law. There shall be only one original counterpart of this Lease and it shall bear OUR original signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR original signature.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____

LEASE PAYMENT SCHEDULE

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE:

COMMENCEMENT DATE*: _____

INTEREST RATE: _____%

PAYMENT FREQUENCY: _____

| | Rental | | | Purchase |
|------|---------|----------|-----------|--------------|
| Date | Payment | Interest | Principal | Option Price |

Lessee:

By: _____

Print Name: _____

Title: _____

*YOU hereby authorize US to fill in the Commencement Date based on the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate.

ATTACHMENT 2 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

| Description/Serial No./Model No. | Location | Total Cost \$ |
|----------------------------------|----------|------------------|
| | | |

Lessee: _____

By: _____

Print Name: _____

Title: _____

ATTACHMENT 3 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____

ACCEPTANCE CERTIFICATE

TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. _____ between TCF Equipment Finance, a division of TCF National Bank, as Lessor (the "Lessor"), and , as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. _____ (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

Date: _____, 20____.

Lessee:

By: _____

Print Name: _____

Title: _____

INSURANCE COVERAGE REQUIREMENTS

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Governmental Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

| | | |
|-------------------------------------|--------------------|---|
| Insurance Company Liability: | Agent Name: | Business Phone # Fax Phone # |
| Insurance Company Property: | Agent Name: | Business Phone # Fax Phone # |

to issue: (check to indicate coverage)

☒ a. All Risk Physical Damage Insurance on the leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

☒ b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person
\$1,000,000 aggregate bodily injury liability
\$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee:

By: _____

Print Name: _____

Title: _____

RESOLUTION
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. _____ dated _____ (the "Lease"), in principal amount not to exceed \$ _____, between _____ and **TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, _____, (the "Lessee") is a Municipalities duly organized and existing pursuant to the Constitution and laws of the State of _____; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF _____:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ or _____ of the Lessee, are each hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officers, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of _____.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 20 _____.

Lessee: _____

By: _____

Print
Name: _____

Title: _____



LESSEE FACT SHEET
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: _____
2. Send bills to the following address: _____

ATTENTION: _____
3. Name of person who issues payment and Phone number: _____
() _____
4. Fiscal year end: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

Lessor: TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. _____, dated as of _____, by and between
_____ and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Governmental Lease-Purchase Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of _____ (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.

2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,

Sample

TCF Equipment Finance Credit Application



Contact David Penoff | D: 317.328.1166 | Cell: 317.500.0190 | Fax: 888.200.6313 | email: dpenoff@tcfef.com
1145 Fiesta Drive, Greenwood, IN 46143

Company Information

| | | | | |
|---------------------------------|-----------------------|-------------------------|--------------|----------------------|
| Name of Borrower (Municipality) | | | | |
| Street Address | | City | State/Zip | |
| Phone | Fax | Website | | Gross Annual Revenue |
| Contact Name & Title | Contact Email Address | State Organization ID # | Federal ID # | Fiscal Year |

Type of Municipality

| | | | | | | | |
|-------------------------------|-----------------------------------|--------------------------------|--|-------------------------------|---------------------------------|---|--------------------------------|
| <input type="checkbox"/> City | <input type="checkbox"/> Township | <input type="checkbox"/> State | <input type="checkbox"/> School District | <input type="checkbox"/> Town | <input type="checkbox"/> County | <input type="checkbox"/> Solid Waste District | <input type="checkbox"/> Other |
| Population (if applicable) | | Households (if applicable) | | Department/Agency | | | |
| Fiscal Officer | | | Title | | | | |
| Phone | | | Fax | | | | |
| Equipment Location Address | | | City | | State/Zip | | |

Please check the appropriate box

Within the current calendar year, we ☐ will ☐ will not issue \$10,000,000 or more total debt including all bonds, loans and leases

Lease Terms Desired

| | | |
|---|--|---|
| Length of Lease Term | Payment Mode | First Payment Due |
| <input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input type="checkbox"/> 5 Years <input type="checkbox"/> Other | <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual | <input type="checkbox"/> Upon Delivery <input type="checkbox"/> Other (Insert Date) |

Equipment and Vendor Information (Attach separate sheet if necessary)

| | | | |
|---|------------------------------|----------------|----------------------|
| Qty | Manufacturer/Year/Make/Model | Equipment Cost | Total Equipment Cost |
| Vendor Name | | Contact Name | Contact Phone # |
| Vendor Address | | Contact Fax | |
| City | | State/Zip | Email Address |
| <input type="checkbox"/> Equipment is Additional <input type="checkbox"/> Equipment is Replacement <input type="checkbox"/> New <input type="checkbox"/> Used | | | |

By submitting this Application, the undersigned warrants that the applicant and each individual listed as a principal, partner, owner, guarantor or obligor consent, authorize and warrant as follows: (a) TCF Equipment Finance, a division of TCF National Bank and its agents ("TCFEF") may obtain commercial and consumer credit reports, investigate references and statements, and make other credit inquiries about the applicant and all such individuals, and anybody contacted in connection therewith may release any credit and financial information; (b) TCFEF and its affiliates may share with one another financial, credit and other information about the applicant and such individuals and use shared information to market to the applicant and the individuals; (c) the information on or accompanying this Application is true and complete, and the undersigned will notify TCFEF of any material change in any information; (d) this Application is submitted in connection with financing solely for business and commercial purposes and NOT for personal, family or household purposes; (e) this Application will apply to any future request for additional financing and all notices, disclosures, consents and warranties shall be deemed repeated for each future request, unless the applicant submits a new written application. TCFEF does not make offers or commitments to extend credit except in final signed documents and, in limited circumstances, in and pursuant to the terms and conditions of written commitment letters. Term sheets, proposal letters, approval letters and the like are not commitment letters.

READ CAREFULLY BEFORE SUBMITTING THIS APPLICATION: We recommend that you print the Application, sign it below and fax or mail it to us at the address set forth above. If you send this Application by unencrypted and non-secure e-mail, the contents including non-public information may be at risk, and we are not responsible for the security of the contents or for any theft or loss of data during e-mail transmission. If you decide to assume the risk of submitting this Application by e-mail, enter your name as authorized agent below. By entering your name and submitting this Application to us, you agree that this Application is an electronic record executed by you using your electronic signature.

Signature/Title

Date

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

EQUAL CREDIT OPPORTUNITY ACT. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact our Customer Service Manager, 11100 Wayzata Blvd., Suite 801, Mianetonska, MN 55305 (866-311-2755) within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. **NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006. (Please retain a copy of this notice and application for your records, updated 6/13)

Titling Instructions
TCF Equipment Finance, Inc. As Secured Party

NOTE: You should read and retain these Titling Instructions for your information and records. However, the enclosed Limited Power of Attorney must be signed and returned to TCF Equipment Finance, Inc. with your financing documents.

Under the terms of your financing contract, you are required to properly title your vehicle(s)

To comply with the requirements of your financing contract, TCF Equipment Finance, Inc. must receive the Secured Party's notice of lien from the Department of Motor Vehicles. **Please apply for your title immediately, naming TCF Equipment Finance, Inc. as Secured Party or Lienholder.**

If you are financing a **new vehicle**, you will need to apply for a title using the original Manufacturers Statement of Origin ("MSO") that you will receive from the dealer, along with a completed title application. Contact the Department of Motor Vehicles in the state you are titling your vehicle for a title application and titling procedures. Your dealer may also have titling materials and be able to assist you.

If you are financing a **used vehicle**, you will need to retitle the vehicle. Contact the Department of Motor Vehicles in the state in which you want to title the vehicle for retitling procedures.

Whether you are financing a **new vehicle** or a **used vehicle**, TCF Equipment Finance, Inc. must be listed on the title as **Secured Party or Lienholder**, as follows:

TCF Equipment Finance, Inc.
11100 Wayzata Blvd.
Suite 801
Minnetonka, MN 55305

IMPORTANT NOTE REGARDING TCF EQUIPMENT FINANCE, INC. AS SECURED PARTY: Although TCF Equipment Finance, Inc. may be listed on the MSO (on a new vehicle) or in the title reassignment section of a title (on a used vehicle), this may not be enough to assure that TCF Equipment Finance, Inc. gets listed on the new title as Secured Party or Lienholder. **In most states, you also must complete the Secured Party Information Section on the title application itself or a special form required by the State to add TCF Equipment Finance, Inc. as Secured Party or Lienholder.**

In the "Owner Section" of the title, please list your name exactly as it appears on your financing contract.

If you need further assistance, please contact your Sales Representative or Documentation Specialist at xxxxxxxxxx. Thank you for your prompt attention in titling your vehicle.

Customer Copy -- Retain for your records.

LIMITED POWER OF ATTORNEY

XXXXXXXXXX (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of XXXXXXXXXXXX in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:
XXXXXXXXXX

COMPANY'S NAME: XXXXXXXXXXXX

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: _____
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: _____

**NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.
DO NOT SIGN OR PRINT YOUR NAME ABOVE.**

Title Holder: XXXXXXXXXXXX

State of _____)

BY: _____

County of _____)

TITLE: XXXXXXXXXXXX
(If Title Holder is individual, including sole proprietor,
DO NOT insert Title)

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20____
☐ Personally known to me.
☐ Proved to me on the basis of satisfactory evidence to be the
person who appeared before me.

NOTARY PUBLIC SIGNATURE

AGENDA NOTE

New Business: Item #

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Establish Pay Rates for Non-Union Employees and Department Heads

EXPLANATION OF TOPIC: Annual pay raises are historically implemented for non-union employees and department heads on or about July 1st, each year. Raises are generally in line with pay increases for union employees, although they have occasionally been higher for department heads. Council recently authorized a labor agreement granting a pay increase of 3% to the Police Officers Association of Michigan bargaining unit for FY 2016-2017. The pay increase for the International Union of Operating Engineers, (secretarial-clerical bargaining unit), for FY 2016-2017 is 2% plus a one-time longevity payment of \$1,000.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Spreadsheet detailing cost of 2% and 3% raises for non-union employees and department heads.

POSSIBLE COURSES OF ACTION: Authorize/Do Not Authorize pay increases of ___% for non-union employees, and ___% for department heads.

RECOMMENDATION: N/A

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize/not authorize a pay increase of ___% for non-union employees, and ___% for department heads, effective July ___, 2016.

07/11/16

| | | |
|--------------------|----|----|
| Salaried Employees | 2% | 3% |
|--------------------|----|----|

| | | |
|---------------|-------------|-------------|
| Lloyd Collins | \$ 1,817.10 | \$ 2,725.65 |
| Bob Martin | \$ 1,698.39 | \$ 2,547.58 |
| Lisa Deaton | \$ 1,227.67 | \$ 1,841.51 |
| Lori Mosier | \$ 1,142.31 | \$ 1,713.46 |
| Mike Kennedy | \$ 700.00 | \$ 1,050.00 |

| | | |
|--------------|-------------|-------------|
| Annual total | \$ 6,585.47 | \$ 9,878.20 |
|--------------|-------------|-------------|

Hourly Employees

| | | |
|---------------|---------|---------|
| Joan Ciarelli | | \$ 0.48 |
| Wilma Lanning | \$ 0.21 | \$ 0.31 |
| Tom Lyons | \$ 0.35 | \$ 0.53 |

| | | |
|-----------------|---------|---------|
| William Wilcox | \$ 0.24 | \$ 0.35 |
| Police Cadet | \$ 0.20 | \$ 0.31 |
| Crossing Guards | \$ 0.33 | \$ 0.50 |

| | | |
|---------------------|---------|---------|
| Cemetery Supervisor | \$ 0.24 | \$ 0.36 |
| Cemetery workers | \$ 0.23 | \$ 0.34 |

AGENDA NOTE

New Business: Item #

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Police Chief Contract

EXPLANATION OF TOPIC: Council members requested additional information regarding a Police Chief Contract in conjunction with the police chief's appointment as Interim City Manager. The police chief is seeking a contract to improve job security, and to alleviate the stress and uncertainty that has existed under the administration of the current city manager. The contract would also provide security in the event that a similar situation developed with a future city manager. The proposed contract has been reviewed by Mayor Galeas and City Attorney Wilhelm, and is being presented to City Council for consideration.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Police Chief Contract

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the proposed contract.

RECOMMENDATION: N/A

SUGGESTED MOTION: Motion by _____, supported by _____ to _____

07/11/16

POLICE CHIEF EMPLOYMENT CONTRACT

This agreement is made this day of June 28, 2016, by and between the City of South Lyon (hereinafter the "City" or "City of South Lyon") and Lloyd T. Collins (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City of South Lyon is desirous of securing the services of the Chief in the administration of the Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Contract;

NOW, THEREFORE, the City of South Lyon and the Chief of Police hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Chief shall be entitled as Chief of Police.

1. DUTIES

The administrative control of the Police Department for the City of South Lyon shall be the responsibility of the Chief of Police.

The Chief's duties shall include but not be limited to the following:

- a) Supervision of the daily operation of the Police Department
- b) Supervision of all departmental personnel.
- c) Preparation and submission of the Police Department budget.
- d) Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the City and the Police Department.
- e) Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- f) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- g) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- h) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- i) Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- j) Attending City Council meetings and being available for hearings before any Board of the City of South Lyon at which Police Department input as necessary.
- k) Being responsible for planning, organizing, directing, staffing and coordinating police operations, including, mutual aid, regional task force or similar enforcement efforts, and coordination with other local agencies where the Chief deems it appropriate.
- l) Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.
- m) Performs related work as required and is available 24 hours a day on an on-call basis.

2. HOURS OF WORK

- a) The Chief agrees to devote that amount of time and energy, which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Contract.
- b) It is recognized that the Chief must devote a great deal of time outside of normal office hours to the business of the City. It is also recognized that the Chief is not eligible for receipt of overtime pay. Therefore, the Chief may alter his work schedule to accommodate business needs, and his work and contributions to the development and accomplishment of departmental and City programs and goals shall be evaluated in terms of quality and quantity of production and achievement rather than on adherence to specific working hours.

3. COMPENSATION

- a) For the term June 28, 2016 to June 30, 2016, the Chief shall continue to be paid his current annual wage of \$90,855.00 in payments of \$3494.92.00 bi-weekly. An increase of 3%, (or, if greater than 3%, an amount equivalent to the raise received by other City department heads) shall take effect on July 1st of each year.
- b) The Chief shall receive the same number of sick days, vacation days, personal days, and holidays, as other City department heads pursuant to the City Personnel Manual. The Chief shall also receive, longevity, uniform and cleaning allowance, health insurance or stipend, life insurance, and all other benefits as do police officers of the City.
- c) The Chief shall be eligible for all health and life insurance benefits for which other City employees are eligible. The City agrees to bear the cost of such insurance programs in an amount equal to that covered for other City employees.
- d) Whenever the Chief is appointed interim, acting or assistant to the City Manager, (for two or more consecutive days), the Chief shall receive 125% of his otherwise current pay – calculated on a per day of assignment basis for all such time served as interim, acting or assistant to the city manager.

4. DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of the Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Michigan Chiefs of Police Association, and any applicable regional police chiefs association(s).

5. USE OF DEPARTMENT AUTOMOBILE

The Chief shall be assigned a department vehicle for use both on and off duty to facilitate prompt response to emergency situations 24 hours per day.

6. PROFESSIONAL DEVELOPMENT

- a) The City recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the Michigan Chiefs of Police training conferences each year without loss of vacation or other leave, and will be reimbursed by the City for all expenses incurred while attending or traveling to the aforementioned conferences.
- b) The City also agrees to budget and pay for expenses of the Chief for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

7. INDEMNIFICATION

- a) The City agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.
- b) The City agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than the rank and file officers.
- c) The City agrees to maintain a disability insurance policy for the Chief providing salary continuation and medical expense coverage that is equivalent to the coverage provided to any City police officers.
- d) As a sworn police officer, the Chief shall be entitled to on-duty death and injury benefits as provided to any other full time police officer.

8. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the City shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, payment for any unused vacation days.

9. DISCIPLINE OR DISCHARGE

- a) It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least 30 days and only after a hearing at which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply.
- b) If the City terminates the employment of the Chief prior to the expiration of this agreement, (except in the case of conviction of a felony or loss of certification by the Michigan Commission on Law Enforcement Standards), the City will pay the Chief an amount equivalent to six months' salary and benefits, plus all accumulated vacation and personal time.

10. RETIREMENT

- a) The Chief shall continue in the current City of South Lyon MERS retirement system plan, (B-4, 2.5% per year of service, F-55).
- b) Upon retirement, the city will pay \$700 per month toward health insurance for coverage for the Chief and his spouse, until the age of 65, (unless the Chief becomes eligible for health coverage through future employment or spousal coverage).

11. NO REDUCTION OF BENEFITS

The City agrees that it shall not at any time during the term of this contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City.

12. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

13. SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

14. LENGTH OF CONTRACT

- a) The initial term of this Contract shall be for a period commencing June 28, 2016 and ending June 30th, 2020. However, this Contract may be extended as provided by its terms.
- b) Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than one (1) month prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional (1) year period. The contract shall remain in effect during any period of negotiation.
- c) In the event the Chief intends to resign voluntarily before he reaches his retirement date, then the Chief shall give the City thirty (30) days written notice in advance, unless the parties otherwise agree in writing.
- d) Provided such notice is given, the Chief will be entitled to receive pay for all accrued but unused vacation and personal time.

John Galeas Jr., Mayor
CITY OF SOUTH LYON

Date

LLOYD T. COLLINS
CHIEF OF POLICE

Date

AGENDA NOTE

MEETING DATE: July 11, 2016

PERSON PLACING ITEM ON AGENDA: Council direction/ City Attorney

AGENDA TOPIC: Resolution Establishing Line of Succession for Acting City Manager

EXPLANATION OF TOPIC:

Section 6.1(d) of the City Charter provides that the City Manager, with the consent and approval of the Council, may designate another city employee to act as City Manager in his or her absence from the City or if he or she is unable to perform the duties of the position.

The Charter does not address the designation of an acting City Manager in the event of the City Manager's inability to perform the duties of the office and where the City Manager has not made a designation for an acting city manager under Section 6.1(d).

The attached resolution provides for a line of succession of city employees that will assume the role of acting City Manager in the event the City Manager is unable to perform the duties of the office for whatever reason and where the City Manager has not made a designation for an acting city manager under Section 6.1(d).

A full succession plan with a scope beyond the designation of an acting City Manager would require additional detailed consideration of current department structures, employee demographics, and an evaluation of options for succession as to key position in the City administration.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Proposed Resolution

POSSIBLE COURSES OF ACTION: approve/reject/postpone/table

RECOMMENDATION:

SUGGESTED MOTION: Motion to approve the resolution establishing a line of success for Acting City Manager in the event the City Manager is unable to perform the duties of the position.

RESOLUTION NO. __-2016

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

**RESOLUTION ESTABLISHING THE LINE OF SUCCESSION TO SERVE AS
ACTING CITY MANAGER IN THE EVENT THE CITY MANAGER IS UNABLE
TO PERFORM THE DUTIES OF THE OFFICE AND FAILS TO DESIGNATE
AN ACTING CITY MANAGER.**

WHEREAS, the City Charter provides that the City Manager is the Chief Administrative Officer of the city government. The City Manager has broad administrative duties in carrying out the proper administration of the City's business. The City Manager's functions and duties are generally set forth in §6.2 of the City Charter.

WHEREAS, the City Manager from time to time may be absent from the City for business and personal reasons or may be temporarily unable to act as the City Manager and perform the duties of City Manager due to injury, illness or other reasons.

WHEREAS, §6.1(d) of the City Charter provides that "the City Manager, with the consent and approval of the Council, may designate an administrative officer or employee of the City to act as City Manager if he is absent from the City or unable to perform the duties of his office."

WHEREAS, the City Council determines that it is important for the efficient operations of city government such as necessary signatures, approvals, for day-to-day business that the normal exercise of the City Manager's administrative authority is available to carry out City business, and the City Council desires to provide for the smooth administration of the City's business by providing for a line of succession for the designation of individuals to immediately and automatically be designated Acting City Manager and assume the duties and obligations of the City Manager in the event the City Manager is unable to perform the duties of the position and has not made a designation of an acting City Manager as provided for in §6.1(d) of the City Charter;

NOW THEREFORE, BE IT RESOLVED, THAT:

1. In accordance with §6.1(d) of the City Charter, the City Manager, with the consent and approval of the Council, may designate an administrative officer or employee of the City to act as City Manager if he is temporarily absent from the City or unable to perform the duties of the office.

2. In the event that the City Manager is unable to perform the duties of the office and has not designated an administrative officer or employee of the City to serve as the Acting City Manager as provided for in Section 6.1(d) of the City Charter, the following line of succession will apply, and the City employees listed below shall immediately assume the authority of the City Manager until the City Manager returns to duty or until the City Council takes other action:

- a. _____
- b. _____
- c. _____

3. The persons listed above to be designated as Acting City Manager under the specified circumstances shall only assume the City Manager's duties and obligations if the person above them on the list is unavailable to assume such duties.

4. If Council has not consented to and approved the City Manager's designation of an Acting City Manager at the time the City Manager is unable to perform the duties of the office, the City Council shall act on the City Manager's designation of an Acting City Manager at its next meeting. However, the City Council may appoint another person as Acting City Manager consistent with the City Charter.

5. If the City Manager's position becomes vacant due to resignation or for other reasons, or the City Council otherwise determines there is a need to appoint an Acting or Interim City Manager for an extended period, the Council reserves the right to appoint a person to serve and be designated as an Acting or Interim City Manager for that period.

6. Any resolutions in conflict with this Resolution are hereby repealed but only to the extent to give this Resolution full force and effect.

At a regular meeting of the City of South Lyon City Council, a motion was made by Council Member _____, supported by Council Member _____, to adopt the above resolution.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ____ day of _____, 2016.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on _____, ____, 2016.

Lisa Deaton
City Clerk
South Lyon