

AGENDA
Charter Township of Shelby
Board of Trustees Regular Meeting
Shelby Township Municipal Building
52700 Van Dyke, Shelby Township, Michigan
Tuesday, January 18, 2011 7:00 P.M.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

AWARDS & PRESENTATIONS

Presentation of "Fill the Boot" donation to Muscular Dystrophy Association from Township Firefighters IAFF Local 1338

ROLL CALL

PUBLIC HEARING

APPROVAL OF CONSENT AGENDA (Subject to Amendment)

- A. Minutes:** December 14, 2010 – Work Session – Discussion of Union Grievance re: Ordinance Enforcement Staffing, CJ Pizza Liquor License, 2011 Township Priorities, Union Negotiations Update with Township Attorney (Closed Session)

December 15, 2010 – Work Session –41A District Court Discussion

December 21, 2010 – Regular Meeting

- B. Macomb County Chamber of Commerce requests adoption of a Local Governing Body Resolution for Charitable Gaming License.**

- C. Bill Run in the amount of \$1,274,520.00**

APPROVAL OF AGENDA (Subject to Amendment)

CORRESPONDENCE

PLANNING COMMISSION

DEPARTMENTAL & COMMITTEE

1. **POLICE CHIEF** requests to:
 - a. **purchase seven (7) replacement patrol vehicles.**
 - b. **award the Police Building and Renovation Project Construction Contract.**
2. **ASSISTANT BUILDING DIRECTOR** requests approval of **Inter-Local Agreement with City of Rochester Hills for Plan Review and Inspection services.**
3. **HUMAN RESOURCE DIRECTOR** requests approval to **recruit for and establish an eligibility list for part-time Ordinance Enforcement Officer.**
4. **SOLID WASTE & RECYCLING COMMITTEE** requests approval to **contract with Vintage Tech Recyclers for electronics recycling.**
5. **IT DEPARTMENT** requests **renewal of SmartNet Agreements.**
6. **LIBRARY DIRECTOR** requests approval to **award photocopier bid and purchase two (2) Kyocera photocopiers and maintenance agreement.**

APPOINTMENTS TO COMMITTEES & COMMISSIONS

7. **LIBRARY ADVISORY COMMISSION - One (1) appointment**
8. **BOARD OF REVIEW – Three (3) appointments and five (5) reappointments**
9. **DOWNTOWN DEVELOPMENT AUTHORITY – One (1) reappointment**

TOWNSHIP ANNOUNCEMENTS

BUSINESS FROM THE FLOOR – 5 minute time limit per individual

CLOSED SESSION

10. **Discuss proposed settlement in the matter of Carmelo Portaro, et al v. Shelby Township with the Township Labor Attorney.**
11. **Discuss Tentative Agreement with Patrol Officers Union with Township Labor Attorney.**

MOTION TO ADJOURN

A group spokesperson is encouraged on agenda items. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Shelby Township Clerk's Office at 586-731-5102, TDD 586-726-2731, 7 days prior to the meeting.

From: Diane Seliwoniuk
Sent: Tuesday, December 21, 2010 6:50 PM
To: Cheryl Arft
Subject: 1-18-2011 Board Agenda

Mark Semaan called. He asked to reserve on spot on the agenda – Presentation of Check from Fire Department to MDA – Fill the Boot.

Thanks,

Diane

MINUTES OF THE WORK SESSION OF THE CHARTER TOWNSHIP OF SHELBY BOARD OF TRUSTEES HELD ON TUESDAY, DECEMBER 14, 2010 IN THE LOBBY CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 52700 VAN DYKE, SHELBY TOWNSHIP, MICHIGAN.

The work session was called to order at 4:00 p.m. by Supervisor Richard Stathakis.

Members Present: Richard Stathakis, Terri Kowal (4:02 p.m.), Paul Viar (4:02 p.m.), Paula Filar, Michael Flynn, Lisa Manzella (4:04 p.m.), Doug Wozniak

1. Discussion of Union Grievance regarding Ordinance Enforcement staffing with Township Labor Attorney

Mrs. Lisa Suida received two grievances regarding the decision by the Township to have the Plumbing/Mechanical Inspector work with the Enforcement Department and take over some of the Code Enforcement duties. She had our Township Labor Attorney Craig Lange review both documents.

A decision was made prior to these grievances being filed that we would use the Township Mechanical Inspector to do the Code Enforcement job until the spring which is the busier season. At that time a decision would be made as to what we were planning to do permanently with the position.

Since that time, Mrs. Suida had conversations with employees in the Building Department and several Trustees. Different options were presented. Suggestions were to trade services with Rochester Hills and the possibility of bringing on a part-time ordinance person.

A comparison was made with regard to the operations that took place prior to Mr. Adamczyk leaving and how they are handled today.

Mr. Wood indicated when Steve Adamczyk was here we had a full-time Ordinance Enforcement Officer that worked exclusively on enforcement. Earlier this year we had a special agreement with other inspectors from their staff to work on weekends to show some presence when certain violations were taking place. This took place during the warmer weather. There was no overtime pay provided. The inspectors worked on the weekend and were compensated by having time off during the week. That agreement has since expired.

Mr. Wood stated currently we have a void in Ordinance Enforcement. The discussion internally has been that we are moving into the winter months when construction activity begins to decrease as well as ordinance enforcement activities to some extent. It made sense to move personnel in his department. The exact amount of days is hard to measure because it is factored by vacation, sick time and work load. There were approximately two days per week when we felt we would shift the existing Plumbing/Mechanical Inspector to Ordinance Enforcement duties.

Also, to maintain the same level of Ordinance Enforcement activities, Mr. Wood would like the Board to authorize them to hire a part-time Ordinance Enforcement Officer. We would take these two positions and it will give us the equivalent of a full-time position so the amount of Ordinance Enforcement activity that we have does not decrease. We could monitor and evaluate for a period of approximately 3 to 4 months during the winter when there is less construction activity and less Code Enforcement activity. They would come before the Board around April 1, or sooner if they realize they have a problem. They may provide a longer term recommendation.

Mr. Stathakis believes currently the Building Department needs up to 20 hours. Many violations take place after 5:00 p.m. and especially on weekends. We have never been equipped to handle those types of ordinance violations. Mr. Reese and Mr. Wood would like to have access of about 20 hours from a part-time person that would give them the flexibility of watching after normal business hours but especially on weekends.

One weekend may be on a Saturday and another weekend may be on Sunday. We want to be random and we want this to continue.

Mrs. Filar asked if this would be a temporary part-time person. Mr. Stathakis responded yes.

Mrs. Suida advised this is something she will need to discuss with the Union because according to our contract, a temporary worker is somebody who is filling a position in the absence of another person. The other option is to hire a permanent, part-time person. Mrs. Filar said we may not need that permanent, part-time person – we may need a full-time person. That becomes complicated.

Mrs. Filar said the desire would be a temporary, part-time person if we can get approval from the Union.

Mr. Viar asked if the Building Department is self-sufficient. Mr. Wood responded they are not paying for themselves. Mr. Viar responded “yet you want to hire someone else”.

Mr. Reese responded that Ordinance Enforcement does not generate significant revenue.

Mr. Viar said he is talking about the Building Department overall. Mr. Viar said you have less work but you want to hire someone.

Mr. Reese explained that the Building Department lost six full-time people in the last few years – building inspector, three clerical employees, and they laid off an electrical inspector and a building inspector. Mr. Viar asked with the current staff, can you pay for your labor. Mr. Reese responded no. Mr. Viar asked if you had more people, could you pay for your labor. Mr. Reese responded no.

Mrs. Manzella asked if Ordinance Enforcement was previously under the Supervisor's Office. Mr. Reese said yes. Mrs. Manzella questioned if they didn't have Ordinance Enforcement, would they be self-sufficient. Mr. Reese replied they would be closer to paying for themselves. Mrs. Manzella stated she understands the Building Department has permit fees where you need a building inspector. When you have sign ordinances that need to be enforced, no one is paying for that. Mr. Reese explained according to State of Michigan Law, Building Department revenue regarding permits and associated items are to be used only for those same activities, i.e. inspections, plan reviews, certificates of occupancies and items of that nature. Ordinance Enforcement operations per State Law are not supposed to be supportive of building revenues. Revenues generated by the Ordinance Enforcement Department, i.e. court costs are not self-supporting.

It was suggested giving Ordinance back to the Supervisor's Office. Then it wouldn't be the Building Department's problem.

Mr. Viar couldn't understand how the Building Department was making money in the past with more workers and now with less workers they are losing money.

Mr. Wood and Mr. Stathakis explained the situation.

Mr. Flynn asked what does this have to do with the Union grievance.

Mrs. Suida said the manner in which she responds to the grievances has a lot to do with what the Board decides. The first grievance that the Union filed was regarding the trade services agreement with Rochester Hills. There is concern that rather than replacing the Ordinance Enforcement Officer, the Mechanical/Plumbing Inspector will fill that role and then we would use Rochester Hills's Mechanical Inspector while our Mechanical Inspector is performing ordinance work.

Mr. Stathakis asked Mr. Wood to explain the agreement we are attempting to put in place with Rochester Hills.

Mrs. Suida stated that the Union has already tentatively agreed. That agreement was part of the Union Contract, and we have a Letter of Understanding regarding that agreement.

Mr. Wood stated the agreement is a proposed local share services agreement. It has been in place between the cities of Troy and Sterling Heights in the past. Given the fact that staffing is becoming more limited, vacation time, sick time, etc., there are instances where one community may be able to help the other community by providing a person who performs inspections and then reciprocate those services.

Mr. Flynn asked if the Board agreed to this 20-hour safety net using a part-time person would that satisfy the Union grievance. Mrs. Suida wasn't sure.

Mr. Lange doesn't believe the grievance has any legs. It doesn't have any bearing in terms of that inter-governmental agreement being discussed. It does say that you cannot use that agreement if you laid off an inspector and fill in the spot with someone from another community or if you take an inspector and transfer him to a lower paying job. That has nothing to do with this case. We have someone who left through retirement and we are not violating that agreement. He doesn't feel there is any violation of this agreement in terms of what the Board is planning as it relates to taking some of the Ordinance Enforcement services and having a plumbing inspector perform the services because actually the ordinance inspector duties are lesser duties than the plumbing inspector in that context. He doesn't see a violation of the labor laws.

Mr. Flynn summarized we have a man who retired who was our full-time 40 hour a week code inspector. Instead of replacing him with another 40-hour per week full-time person we are talking about the Building Department picking up some of those duties with the option if they get busy with permits and other things to have this up to 20 hour a week part-time person.

Mrs. Suida stated the other grievance is in regard to maintenance of working conditions. The Union is stating we cannot use the plumbing inspector to do Ordinance Enforcement work.

Mr. Wood needs more direction about the 20-hour safety valve. Because ordinance enforcement is something that is to be a proactive policy will we be able to send out inspectors on weekends or not. Mr. Stathakis said we want to duplicate the job as closely as we can to Steve Adamczyk's job. He was more reactive rather than proactive. What we discussed was this new structure would give us the means of being a little more proactive because we are going to be concentrating much more on weekends than we have in the past. Mr. Wood understands if we want that proactive policy in sending an inspector out on weekends we are going to be closer to using the 20 hours routinely.

Mr. Stathakis said that is why we are going through this pilot program. We are going to measure and see what we need.

Mrs. Manzella asked for a report of the activities. In the past, the Board received a report stating the number of sign complaints, sidewalk complaints, etc. Mr. Stathakis said he, Mr. Reese and Mr. Wood will sit down and talk about how they will keep the Board informed.

Mrs. Suida advised the Board that the Union just conveyed to her that we cannot hire a temporary person.

Mr. Stathakis said we will have to work through those details with Mr. Lange.

2. Liquor License – CJ Pizza

Mrs. Kowal advised that she sent the Board an e-mail today with regard to the liquor license for CJ Pizza. This is merely a housekeeping issue. The Board already approved their license at a previous Board Meeting. The LCC requires that the Resolution be signed.

Mr. Flynn is comfortable with approving this Resolution as long as the Board agrees that no one will grandstand about voting at a work session. Mrs. Kowal said we already approved the license. This is merely getting the paperwork in order. The attorney omitted one of the steps in the process of transferring the license from one municipality to another.

Mrs. Manzella agreed. This is correcting an administrative error.

Mrs. Filar agrees that we should be able to vote on emergency issues in work sessions.

Mr. Stathakis asked Mrs. Kowal if this is an emergency situation. He needs to hear that from the Clerk.

Mrs. Kowal said the applicant needs the money from his liquor license. He has Christmas parties scheduled that cannot be held if the license is not approved prior to the holidays.

Mrs. Manzella said this is an administrative situation that we need to correct and she is willing to vote on this.

Mrs. Filar said if we have to vote on it, then it is not administrative. Administrative means you don't need a vote.

Mrs. Kowal said we already voted on this.

The Board felt we don't need a vote.

Mrs. Kowal said then she will just change the name.

Mr. Stathakis said we have a consensus. If it is an administrative issue that needs to be changed, we don't need a vote.

3. Discussion of 2011 Township Priorities

Mr. Stathakis presented a spreadsheet outlining three columns containing Township priorities – one set provided by department heads, one provided by the Board and the third provided by the public. Each group would receive a 33 1/3% weight. The information was briefly reviewed by Mr. Stathakis. Mr. Glenn Wynn was asked to certify all of the numbers.

The Board agreed these are the priorities of the people who attended the meetings. It is a nice guideline.

Discussion followed among the members.

Mr. Stathakis asked for a consensus from the Board stating these are the top 11 priorities for 2011.

Mr. Stathakis said Glenn Wynn is looking at other alternatives to receive public input on the Township priorities.

Mrs. Kowal said some people cannot attend a meeting in the evening. We should look at other options. There are interactive programs we can use with our website; there

are surveys that can be done; and people can drop off their suggestions at the library, the Township Offices, or other Township buildings.

Mr. Stathakis said we will use the list before the Board as our top eleven priorities for 2011. They are all great points. This is work in process. We have to make continuous improvements.

4. Update of Union Negotiations with Township Labor Attorney

MOTION by Flynn, supported by Kowal, to recess to Closed Session to discuss the update of Union Negotiations with the Township Labor Attorney.

Roll Call Vote: Ayes: Flynn, Kowal, Manzella, Stathakis,
Viar, Wozniak, Filar

Nays: none

Motion carried.

The work session recessed at 4:38 p.m.

The work session reconvened at 5:18 p.m.

MOTION by Manzella, supported by Flynn, to adjourn.

Motion carried.

The work session adjourned at 5:19 p.m.

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MINUTES OF THE WORK SESSION OF THE CHARTER TOWNSHIP OF SHELBY BOARD OF TRUSTEES HELD ON WEDNESDAY, DECEMBER 15, 2010 IN THE BOARD ROOM OF THE MUNICIPAL BUILDING, 52700 VAN DYKE, SHELBY TOWNSHIP, MICHIGAN.

The work session was called to order at 7:00 p.m. by Supervisor Richard Stathakis.

Members Present: Richard Stathakis, Terri Kowal, Paul Viar,
Paula Filar, Michael Flynn, Lisa Manzella,
Doug Wozniak

Also Present: Robert Huth, Township Attorney

41A District Court Discussion

Mr. Robert Huth explained material contained in the slide presentation regarding the 41A District Court. Items highlighted included the result of court operations in Shelby Township for the years 2011 through 2015 as they pertain to revenues and expenditures. A five-year forecast was provided of court revenues which include probation revenues, fees for services and fines. Court collections were reviewed for this five-year period with a breakdown for Macomb Township, the City of Utica, Macomb County, State of Michigan and Shelby Township. Mr. Huth explained the revenue shortfall issues which included overcrowding of the jails, a decrease in the ability to pay fines and fees, the tether programs, decrease in drunk driving and slow growth in communities served by the Court. An itemized list was provided showing operating costs associated with the Court remaining in Shelby Township which included salaries and wages, employee healthcare, retiree healthcare, OPEB transfer, and operating costs. These figures were compared to Shelby Township dollars if the Court operations were maintained in Macomb Township. These included fines and fees and retiree healthcare. A comparison was made of the 2010 millage rates for Shelby Township and Macomb Township. A slide presentation was shown which questioned how Macomb Township can afford to build a facility for the 41A Court. A comparison was made between Shelby Township and Macomb Township relating to the following categories – general fund millage, general fund balance, police fund millage, full-time police personnel, fire fund millage, full-time firefighters, total retirees, total population and post-employment healthcare. It was noted by Mr. Huth that Macomb Township does not have a full-time Police Department. These services are provided by the Macomb County Sheriff. Macomb Township has 6 full-time firefighters while Shelby Township has 59. A 2010 Court OPEB Report Summary was displayed. It highlighted figures described as present value of future benefits as of January 1, 2010 that would be the responsibility of Shelby Township if the Court remained here and also the actuarial accrued liability as of January 1, 2010 showing what Macomb Township is asking Shelby Township to pay over time.

Mr. Huth enumerated options that are available. They included the following –

Make no changes – have the Court save money to construct a building in Shelby Township.

Court stays in Shelby and we make renovations as money becomes available from the building fund.

Let the Court move to Macomb and offer to accept liability of retiree healthcare for employees eligible to retire now.

Let the Court move to Macomb and negotiate some liability program for all current Court employees' retiree healthcare.

The following individuals expressed their comments/concerns regarding this issue:

Brent Freeman, 5792 Harlowe
David Fulkerson, 49701 Shelby Creek
Gary Stec, 2491 Harrowway

Questions of the residents and Board members were addressed by Kathleen Moore, Financial Management Director; Allan McDonald, Financial Management Supervisor; Mark Manquen, Cornerstone; and Robert Huth, Township Attorney.

The Board members briefly discussed options that can be made available to the residents as a means of providing their input regarding how they would like the Township to proceed. Suggestions of filling out a survey online, e-mailing, and phone calls to the individual Board members were offered.

Mr. Flynn believes the next step would be to find out the Court and Macomb Township's schedule. We need a firm number from Macomb Township as to what they would agree to and how it would be paid to present to the public. It can be placed on a Board agenda; we would have an up or down vote from the full Board and this issue can be put to rest.

Mr. Huth feels this is a good strategy. He agreed to put something together that could be reviewed by the Board. He doesn't think it would be realistic to have something available in January. We are trying to put together a contract that assumes all of these different variables. He will keep the Board apprised of his progress.

Mrs. Filar indicated that John Martin of Cable will be running this presentation as reruns. She asked if he could post on the website the time that this presentation will be shown.

Mrs. Kowal suggested that the residents view this presentation on streaming video.

MOTION by Viar, supported by Flynn, to adjourn.
Motion carried.

The work session adjourned at 8:35 p.m.

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MINUTES OF THE REGULAR MEETING OF THE CHARTER TOWNSHIP OF SHELBY BOARD OF TRUSTEES HELD ON TUESDAY, DECEMBER 21, 2010 IN THE BOARD ROOM OF THE MUNICIPAL BUILDING, 52700 VAN DYKE, SHELBY TOWNSHIP, MICHIGAN.

The meeting was called to order at 7:00 p.m. by Supervisor Richard Stathakis.

The Pledge of Allegiance was led by Pastor Jon Trinklein from Shepherd's Gate Lutheran Church located on the south side of 23 Mile Road between M-53 and Schoenherr followed by a brief invocation.

AWARDS & PRESENTATIONS

Mr. Stathakis read a letter stating that the State Tax Commission at their meeting on December 7, 2010 adopted the official order to return the 2009 assessment roll to Shelby Township. Mr. Stathakis briefly reviewed how this situation transpired and the efforts made to rectify the situation.

Mr. Jim Elrod, certified Level 4 Assessor, and Mr. Tom Monchak, Appraiser, spoke briefly regarding the 14-point review performed by the State and the efforts made by the staff of the Assessing Department to have the roll returned to the Township. The Township passed with a perfect score of 200. This is an ongoing process. The department must continue to perform at this high level. The State has established certain guidelines and requirements. They're making it a point to keep assessing levels at their highest to make sure that each Assessing Department is maintaining a high level of service to the community. The Assessing Department staff visited 20% of residential properties within the Township. Within the next four years, all residential properties will be visited. This is a standard established by the State to meet the high levels of accountability.

Mr. Stathakis briefly reviewed the top-ten priorities for 2011.

Mrs. Filar provided an update on the televised work session held on December 15 where a slide presentation was shown regarding the 41A District Court. A comparison was made of the costs of having the Court remain in Shelby Township vs. the Court moving to Macomb Township. At that work session, the Board encouraged residents to contact the Board members by phone or e-mail to provide their input concerning the Court issue.

Fire Chief Gene Shepherd announced that Firefighter/Medic Matt Tidrow was presented with the Firefighter of the Year Award from the State. Tonight VFW Local 4659 presented Firefighter/Medic Matt Tidrow with the VFW National Firefighter Award in recognition and utmost appreciation of his dedication and selfless service with the Shelby Township Fire Department.

Mr. Stathakis stated that consultants were hired to determine the most efficient way to handle our departments. Extensive studies were done in the Fire Department, Parks & Recreation and Department of Public Works. Fire Chief Gene Shepherd, Joe Youngblood, Parks & Recreation Director, and Ted Schoenherr, DPW Director briefly highlighted the results of these studies, progress made in complying with the recommendations together with the cost savings achieved.

Roll Call: Richard Stathakis, Terri Kowal, Paul Viar,
Paula Filar, Michael Flynn, Lisa Manzella,
Doug Wozniak

Also Present: Robert Huth, Township Attorney
Carol Thurber, Township Engineer

APPROVAL OF CONSENT AGENDA

A. Minutes: December 7, 2010 – Regular Meeting

Approve the minutes as presented.

B. Macomb County Community Services Agency requests approval to hold 21st Annual Walk for Warmth on February 19, 2011.

Grant the request from the Macomb County Community Services Agency to conduct the 21st Annual Walk for Warmth on February 19, 2011 from 10:00 a.m. to 11:30 a.m. and to offer the Police Department's assistance to stop traffic while the participants cross Schoenherr at the beginning of the walk and as they return to St. Therese of Lisieux, 48115 Schoenherr, the host site.

C. Clerk requests approval of updated No Soliciting List dated December 13, 2010.

Approve the updated No Soliciting List dated December 13, 2010, as submitted.

D. Library Director requests approval of Patron Code of Conduct.

This item is being moved to #7 on the regular agenda at the request of a resident.

E. FINANCIAL MANAGEMENT DIRECTOR requests amendment to 2010 Budget.

Amend the 2010 budget as follows:

Police Fund revenues - 207-401-000 decrease by \$101,984;
Post Employment Health Care expenses – 735-735-999-592 increase \$601,200;
Fire Fund revenue – 206-341-544-900 increase by \$30,000;
Fire Fund Expense – 206-341-967-900 increase by \$30,000;
Drug Forfeiture Fund revenues – 265-665-000 increase by \$2,500

F. Bill Run in the amount of \$1,308,084.99.

Approve the bill run in the amount of \$1,308,084.99, as presented.

MOTION by Kowal, supported by Manzella, to approve the Consent Agenda, with Item #D being moved to Item #7 on the Regular Agenda at the request of a resident.

Roll Call Vote: Ayes: Kowal, Manzella, Stathakis, Viar,
Wozniak, Filar, Flynn
Nays: none

Motion carried.

APPROVAL OF AGENDA

MOTION by Kowal, supported by Manzella, to approve the agenda, with the addition of Item #7 – Library Director requests approval of Patron Code of Conduct, which was moved from Item #D on the Consent Agenda and deletion of the current Item #7 – Appointment to General Employees Civil Service Commission at the request of the Supervisor.
Motion carried.

CORRESPONDENCE

PLANNING COMMISSION

DEPARTMENTAL & COMMITTEE

1. **SUPERVISOR** requests:
 - a. approval to **award contract for the Police Department Operational Study.**

Mr. Stathakis stated that Board members voted to seek bids from firms willing to assist the Township with an operational study regarding the Police Department. Municipal Consulting Services, Inc. has performed this service for the Township for the departments previously mentioned. The Township savings are well documented. Mr. Stathakis is pleased to announce that we received many bids for this operational study.

The following firms made five-minute presentations highlighting their background, experience, make-up of their teams and what they had to offer the Township.

Travis Miller, Senior Vice President
Matrix Consulting Group from Andover, MA

Kerry Laycock
D.Kerry Laycock from Ann Arbor, MI

Mark Nottley
Municipal Consulting Services, Inc. from Ann Arbor, MI

Mrs. Kowal read a letter into the record from Steve Eagan of The Mercer Group, who was unable to attend tonight's presentation. The letter provided information with regard to their firm's background and previous project history.

MOTION by Flynn, supported by Filar, to award the contract for the Police Department Operational Study to Municipal Consulting Services, Inc. in the amount of \$29,700.00.

The following individuals expressed their comments/concerns regarding various issues:

Clarence Cook, 50067 Chelmsford Court
Tim Orbacki, 14236 Larkspur

Mrs. Kowal appreciated the number of firms who bid on this project. Mr. Stathakis thanked Mrs. Kowal for her efforts in keeping the Board apprised during the bid process.

Motion carried.

b. authorization to enter into Cost Share Agreements with Road Commission of Macomb County.

MOTION by Filar, supported by Manzella, to authorize the Township Supervisor to enter into a Cost Share Agreement with the Road Commission of Macomb County for the TIP Hayes Road project from 21-1/2 Mile to 23 Mile Road, noting that the Township portion of this Cost Share is equal to that of Macomb Township, 25% per with a total 2011 cost to Shelby Township of \$66,250.00, resulting in an amendment to the Township 2011 budget in the rounded amount of \$67,000.00 and authorize the Township Supervisor to enter into a Cost Share Agreement with the Road Commission of Macomb County for the TIP Van Dyke Widening Project from 24 to 25 Mile Road, noting that the Township portion of this Cost Share shall be \$776,890.00, resulting in an amendment to the Township 2011 budget in the amount of \$77,000.00.

Motion carried.

2. CLERK requests approval to administer 2011 and 2012 School Elections.

Mrs. Kowal informed the audience that if the Township refuses to administer the school elections, according to law the County will have to take over. We had the County administer an election when this first came up. It was very difficult for our voters because in order to save money the County changed the polling locations. Precincts were moved around and everyone received new voter ID cards which confused the voters when the regular election came around. We had many disgruntled voters. They were very unhappy about going to different locations. Since we get reimbursed for everything over and above our normal staff time, Mrs. Kowal is suggesting that the Township administer the 2011 and 2012 elections to make it easier for our voters.

What she would like to see and what they are really working on is to get the Utica School District to change their election to other election dates so there will be no cost. Currently the residents of Shelby Township are paying about \$30,000 out of Shelby Township's cost and probably about \$150,000 total for Utica Schools to be allowed to have their election in May rather than with our general elections. Romeo Schools election, which we would also run, changed their elections to every year in November so in the even years they pay nothing for the school elections and in the odd years they pay far less than that because we only have about 600 voters so Shelby Township's cost is much less.

The residents of Shelby Township need to persuade the school board to change these elections to the regular August and November dates that other elections fall on because there would be no charge to the schools. They would save approximately \$150,000 every two years on these elections. That could cover the costs of one new teacher.

MOTION by Kowal, supported by Flynn, to concur with Clerk Terri Kowal that the school elections for 2011 and 2012 be administered by Shelby Township.

Mr. Flynn agrees 100% with Mrs. Kowal. He feels this is done by design because they want to have as few people in the community as possible to show up at these elections so a very small percentage of our residents are making these very critical decisions involving our schools and how their money is spent. He would encourage any resident to contact the school board and try to get that changed.

Motion carried.

3. FIRE CHIEF requests:

- a. **promotion** of employee to **Battalion Chief to fill vacancy** due to retirement.

Mr. Stathakis stated that the requests being made by the Fire Chief are a result of the death of an employee, a recent retirement and long-term disability within the department.

MOTION by Filar, supported by Kowal, to concur with the recommendation of Fire Chief Gene Shepherd and in compliance with Article 11 of the Collective Bargaining agreement between the Charter Township of Shelby and the Shelby Township Firefighters Association Local 1338 to promote employee number 40663 to the position of Battalion Chief effective December 8, 2010.

Thomas Turner, 4524 Maeder, expressed his comments/concerns regarding this issue.

Motion carried.

- b. **promotion** of employee to **Lieutenant Medic to fill vacancy.**

MOTION by Kowal, supported by Manzella, to concur with the recommendation of Fire Chief Gene Shepherd and in compliance with Article 11 of the Collective Bargaining agreement between the Charter Township of Shelby and the Shelby Township Firefighters Association Local 1338 to promote employee number 40676 to the position of Lieutenant Medic effective December 8, 2010.

Motion carried.

- c. **begin hiring process for the position of Firefighter Medic.**

MOTION by Manzella, supported by Flynn, to grant the request of Fire Chief Gene Shepherd, and authorize the Police and Fire Civil Service Commission in conjunction with the Human Resource Department to begin the hiring process for the position of Firefighter Medic.

Thomas Turner, 4524 Maeder, expressed his comments/concerns regarding this issue.

Mr. Wozniak asked what costs are associated with these staff changes.

Fire Chief Shepherd briefly highlighted personnel and contract changes that have been made that resulted in a significant savings for the department.

Motion carried.

4. CABLE COORDINATOR requests to:

- a. purchase 15 laptop computers** to replace desktop units at **Community Center.**

Mr. Stathakis advised that John Martin our Cable TV Coordinator is requesting to purchase 15 laptop computers. This will allow classes and testing to take place anywhere in the Community Center that is available. Space will be freed up for Shelby TV in the technology room. The cost of the computers are \$500 each for a total price of about \$7,500.

Mr. Flynn stated that he has been working with Cable TV and Parks & Recreation on this issue. The current computers are more than ten years old and this would be a great advantage to the seniors that are taking computer classes and anyone else who takes a computer class through Shelby.

Mr. Flynn added that these laptops can be moved any place in the building and this frees up space at the Community Center.

MOTION by Flynn, supported by Manzella, to allow the Cable TV Department to purchase 15 Laptops from Laptop Outlet in the amount of \$7,485 to replace desktop units, with funds available from the Government Access Equipment account (598-980-600).

Motion carried.

- b. install cables and connection boxes to complete Cable TV football field project .**

MOTION by Filar, supported by Wozniak, to allow Roscor of Michigan to install cables and connection boxes to complete the Cable TV football field project at the cost of \$10,841 with funds available from the Government Access Equipment account (598-980-600).

Motion carried.

5. DPW DIRECTOR requests adoption of the 2011 Water and Sewer rates.

Mr. Stathakis advised that our DPW Director Ted Schoenherr is requesting the Board to approve new water and sewer rates beginning after the first of the year. As you know, the Detroit Water and Sewer Department sets costs for these services and as a result the Township has to pass these costs on to our residents. The Township cannot absorb these increases, and our Ordinances require fiscal responsibility. The adjustments for next year will be a 9.9% increase for both water and sanitary sewer services. Our Board made a five-year commitment to hold water increases under 10%.

MOTION by Filar, supported by Wozniak, to concur with the recommendation of Ted Schoenherr, Director of Public Works, and adopt the January 1, 2011 through December 31, 2011 water and sewer rates in the amount of \$3.157 per hundred cubic feet for water and \$3.264 per hundred cubic feet for sanitary sewer.

The following individuals expressed their comments/concerns regarding this issue:

Tim Orbacki, 14236 Larkspur Drive
John Holeton, 2392 Barclay Avenue

Mr. Schoenherr explained how the DPW reserve fund helped absorb some of the water and sewer increases charged by the City of Detroit in the past to provide a gradual increase to our residents.

Mr. Schoenherr provided information regarding a proposed water tower for the Township.

Mr. Schoenherr was asked to provide a breakdown of the funds presently held in the DPW reserve fund to be made available for the residents' review.

Mr. Schoenherr briefly explained the rate increase that will take effect in 2011.

Motion carried.

- 6. TOWNSHIP ATTORNEY Robert S. Huth, Jr. requests adoption and publication of Ordinance No. 259, amending Chapter 50, Article II of the Charter Township of Shelby Code of Ordinances, regarding possession of firearms on Township park property and parks regulated by the Huron-Clinton Metropolitan Authority.**

MOTION by Flynn, supported by Manzella, to adopt and publish for the second time Ordinance No. 259, amending Chapter 50, Article II of the Charter Township of Shelby Code of Ordinances, regarding possession of firearms on Township park property and parks regulated by the Huron-Clinton Metropolitan Authority.

Steve Lindsey, 4045 Clear Spring Court, expressed his comments/concerns regarding this issue.

Roll Call Vote: Ayes: Flynn, Manzella, Stathakis, Viar,
Wozniak, Filar, Kowal
Nays: none

Motion carried.

APPOINTMENTS TO COMMITTEES & COMMISSIONS

- 7. GENERAL EMPLOYEES CIVIL SERVICE COMMISSION – One appointment**

This item was deleted from the agenda.

- 7. Library Director requests approval of Patron Code of Conduct.**

MOTION by Kowal, supported by Manzella, to grant the request of the Library Director and adopt the Patron Code of Conduct dated September 21, 2010, as presented.

Mr. Stathakis read the Patron Code of Conduct into the record.

The following individuals expressed their comments/concerns regarding this issue:

John Holeton, 2392 Barclay Avenue
Pauline Holeton, 2392 Barclay Avenue
Steve Lindsey, 4054 Clear Spring Court
Ron Churchill, 52811 Mound
Thomas Turner, 4524 Maeder

Mr. Flynn sees no problem with rules and regulations for conduct so that our citizens can enjoy a public facility equally. He has one problem with Item 3, subsection viii – display of print or non-print material of an offensive nature. He feels this is too vague and may limit some people's rights of free speech. If the motion maker would be willing to redact that section, he can support the motion.

The motion maker and supporter agreed. Mrs. Manzella feels most of this is housekeeping. It is common courtesy and things that have always been in place in the

Library. The Library Director is putting it in writing to formalize it. She doesn't have a problem with this.

Mr. Wozniak said this doesn't create a law, it just codifies for good behavior in the Library. He doesn't feel that it intrudes on anyone's rights. He does agree with Mr. Flynn that Section 3, subsection viii should be redacted.

AMENDED MOTION –

MOTION by Kowal, supported by Manzella, to grant the request of the Library Director and adopt the Patron Code of Conduct dated September 21, 2010, with the deletion of Section 3 (viii).

Motion carried.

8. FIRE AND POLICE PENSION AND RETIREMENT BOARD – One appointment

MOTION by Viar, supported by Manzella, to appoint David Diegel to the Shelby Township Fire & Police Pension and Retirement Board to fill a vacancy caused by a resignation, effective immediately.

Motion carried.

TOWNSHIP ANNOUNCEMENTS

Mr. Flynn made the following recreational announcements:

Little League Registration for the 2011 Season will begin on January 10, 2011. Additional information will be forthcoming.

Princess and Superhero Fantasy Fun Night will be held on Friday, January 28, 2011 from 6:00 p.m. until 8:00 p.m. at the Shelby Township Community Center.

Mr. Flynn informed the audience that there are currently two openings on the Parks & Recreation Committee. He encouraged residents who would like to participate to submit their applications to the Clerk's Office.

Mr. Flynn, Mrs. Filar, and Mr. Viar wished everyone a "Merry Christmas and Happy New Year".

Mr. Stathakis said the "Jingle Bell Run" sponsored by Bigby Coffee" was a huge success. They were hoping for 100 participants but they actually had around 205 runners. Proceeds were donated to the "Lions Club Food Basket Program".

The Annual State of the Tri-Community Luncheon will be held on January 26.

Mrs. Kowal and Mrs. Manzella wished everyone a Merry Christmas and a Happy and Healthy 2011.

Mr. Wozniak stated the 2011 Economic Forecast for Macomb County featuring Dr. Jim Jacobs will be held on Thursday, January 20 at Zucaro's Banquet Hall on Gratiot in Chesterfield Twp. The doors open at 11:30 a.m. and lunch will be served at noon. The cost is \$30 for Chamber of Commerce members and \$40 for non-members. You can RSVP by calling 731-5400 x 10.

The Chamber is also hosting an after 5:00 p.m. event on Wednesday, January 19 at Cheese Burger in Paradise on Hall Road. This is a free event for all Chamber members and \$10 for non-member guests. Bring along business cards for networking. RSVP by calling 731-5400 x 20.

The Shelby Lions is having an AFC/NFC party at the VFW Hall one block north of 24 Mile Road on Van Dyke on January 23 at 2:00 p.m. Admission is \$45. There will

be a big screen TV raffle. You must be 21 to participate in this party. For more information, call Dave at 612-5383 or Scott at 291-0860.

Mr. Wozniak also wished the residents and all of the service groups a "Merry Christmas and A Happy New Year".

BUSINESS FROM THE FLOOR

The following individuals expressed their comments/concerns regarding various issues:

Michael Ward, 56132 Parkview
Ron Churchill, 52811 Mound Road
Thomas Turner, 4524 Maeder
Clarence Cook, 50067 Chelmsford Court
Tim Orbacki, 14236 Larkspur
Pauline Holeton, 2392 Barclay Avenue
John Holeton, 2392 Barclay

MOTION by Viar, supported by Wozniak, to adjourn.
Motion carried.

The meeting adjourned at 9:35 p.m.

ds

01/07/11

Dear Members of the Board,

On Saturday January 29th the Macomb County Chamber will be hosting the 2011 Annual Dinner Dance and Induction of the Board.

This event will take place at the Palazzo Grande, Shelby township.

As part of our fund raiser for community efforts, the Macomb County Chamber has applied for a gaming license. It is our Hope that during your meeting you will vote in favor of this license to be processed.

The Macomb County Chamber's mission is to create a positive and sustainable business environment throughout Macomb County. The region's quality of life and business vitality is nurtured and enhanced by Macomb County Chamber's ongoing initiatives to expand commerce and advocate economic growth. The Macomb County Chamber is the leading voice of businesses in Macomb County.

Please feel free to contact me with any questions at 586.493.7600.

Best regards,



Grace Shore, CEO

**LOCAL GOVERNING BODY RESOLUTION
FOR CHARITABLE GAMING LICENSES**
(Required by MCL.432.103(9))

At a regular meeting of the Charter Township of Shelby Board of Trustees, called to order by Richard H. Stathakis, Supervisor, on January 18, 2011 at 7:00 p.m., the following resolution was offered:

Moved by _____, supported by _____, that the request from Macomb County Chamber of Commerce of Mount Clemens, County of Macomb, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for _____.

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

Resolution declared adopted.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Charter Township of Shelby Board of Trustees at a regular meeting held on January 18, 2011.

Terri Kowal, MMC
Shelby Township Clerk
52700 Van Dyke Avenue
Shelby Township, MI 48316

Internal Revenue Service

Date: June 28, 2007

MACOMB COUNTY CHAMBER OF COMMERCE
28 1ST STREET STE A
MOUNT CLEMENS MI 48043

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ms. Jackie Johnson 31-07453
Customer Service Representative

Toll Free Telephone Number:
877-829-5500

Federal Identification Number:
38-0855880

Dear Sir or Madam:

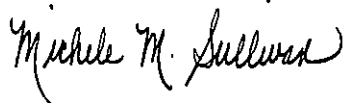
This is in response to your request of June 28, 2007 regarding your organization's tax-exempt status. The address above has been updated as requested.

In March 1960 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(6) of the Internal Revenue Code.

Because your organization is not an organization described in section 170(c) of the Code, donors may not deduct contributions made to your organization. You should advise your contributors to that effect.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

**MACOMB COUNTY CHAMBER OF COMMERCE
BYLAWS**

**ARTICLE I
General**

Section 1: Name

This corporation is incorporated under the laws of the State of Michigan and shall be known as the Macomb County Chamber of Commerce (hereinafter also referred to as the "Chamber").

Section 2: Purpose

The purpose of the Chamber shall be as set forth in the Chamber's Articles of Incorporation, as may be amended from time to time.

Section 3: Limitation of Methods

The Chamber shall observe all local, state and federal laws which apply to a non-profit organization as defined in Section 501(c)(6) of the Internal Revenue Code.

**ARTICLE II
Membership**

Section 1: Eligibility of Members

Any person, association, corporation or partnership having an interest in the objectives of the Chamber shall be eligible to apply for membership. Application for membership shall be in writing, on forms provided for that purpose, and signed by the applicant. Any applicant shall become a member upon payment of the scheduled membership dues.

Section 2: Membership Dues

Membership dues shall be at such rate or rates, schedule or formula as may be from time to time prescribed by the Board of Directors, payable in advance.

Section 3: Termination/Resignation of Members

A. **Resignation.** Any member may resign from the Chamber at any time; membership dues are not reimbursable.

B. **Termination.** Any member shall be considered terminated by the Board of Directors for nonpayment of membership dues after ninety (90) days from the date due, unless otherwise extended for good cause. Any member shall be expelled by the Board of Directors for conduct unbecoming a member or prejudicial to the aims or repute of the Chamber, as determined by the Board of Directors. Such action requires a two-thirds (2/3) vote of the elected and serving Board members, after notice and opportunity for a hearing are afforded to such member.

Section 4. **Honorary Membership**

At the discretion of the Board of Directors, individuals who have given substantial service to the Chamber may be eligible for honorary membership. Honorary members shall have all the privileges of members, except the right to vote, and shall be exempt from payment of membership dues. The Board of Directors shall confer or revoke honorary membership by a majority vote of the Board of Directors.

Section 5: **Voting of Members**

With the exception of honorary members, each member in good standing shall be entitled to cast one (1) vote at any annual, general or special meeting of the members. Each member that is an entity is responsible for designating a representative from its member organization, association, corporation, partnership or firm to vote.

ARTICLE III Meetings

Section 1: **Annual Meetings of Members**

An annual meeting of the Chamber members shall be held during the first quarter of each calendar year. The time and place shall be fixed by the Board of Directors and notice thereof shall be mailed and/or electronically mailed to each member at least thirty (30) days before said meeting.

Section 2: **Other Meetings of Members**

General or special meetings of the Chamber members may be called by the Board of Directors or the Chairman at any time, or upon petition in writing of any ten percent (10%) of the members entitled to vote. Notice of general and special meetings of the Chamber members shall be mailed and/or electronically mailed to each member at least thirty (30) days prior to such meetings.

Section 3: **Meetings of Board of Directors**

Regular Board meetings shall be held monthly on such dates and at such times as prescribed by the Board of Directors; provided, however, that the Board of Directors may adopt a bi-monthly schedule at any time by a majority vote of the Board of Directors. Furthermore, special meetings of the Board of Directors may be called by the

Chairman or upon written application of three (3) members of the Board of Directors. Notice of such special meetings, including the purpose of the meetings, shall be given to each Director at least two (2) days prior to said meetings.

Section 4: Meetings of Committees

Committee meetings may be called at any time by the Chairman, by the committee's chairman, or by the CEO.

Section 5: Quorums for Meetings

At any duly called meeting of the Chamber members, thirty (30) or more members present shall constitute a quorum; at any Board of Directors meeting, twelve (12) members the Board of Directors present shall constitute a quorum; at any committee meeting, a majority of committee members present shall constitute a quorum except when a committee consists of more than nine (9) members, in which that case five (5) committee members present shall constitute a quorum.

ARTICLE IV Board of Directors

Section 1: Composition and Duties of the Board of Directors

The Board of Directors shall initially be composed of forty-one (41) members, who shall serve until the annual meeting of members in 2009. At the annual meeting of members in 2009, a decision shall be made as to the appropriate number of Directors and the members shall elect the Directors. At each annual meeting beginning in 2010, the members shall remove and elect one-third (1/3) of the Board of Directors, which Directors shall serve for a three (3) year term or until their successors are elected and have qualified. In the event that the total number of Directors required to serve, as determined at the annual meeting of members in 2009, is an odd number, then, with respect to each three (3) year cycle of Directors, the members shall elect one-third (1/3) of the Directors (rounded down to the nearest whole number) for each of the first two (2) years of each such three (3) year cycle, and shall elect the remaining Directors in the third year of each such three (3) year cycle. (As an example of the above provisions, if the members vote at the annual meeting of members in 2009 to require that there be thirty-one (31) Directors, then the members shall (i) remove the then existing forty-one (41) Directors and elect thirty-one (31) Directors at the annual meeting of members in 2009, (ii) remove and elect ten (10) Directors at their annual meeting in 2010, (iii) remove and elect ten (10) Directors at their annual meeting in 2011, and (iv) remove and elect eleven (11) Directors at their annual meeting in 2012; and the cycle shall repeat itself beginning at the annual meeting of members in 2013 at which time the members shall elect ten (10) Directors to replace the ten (10) Directors who were elected in 2010).

Each Director shall be a volunteer director and shall serve without compensation other than reimbursement for actual reasonable and necessary expenses that are incurred by him or her in his or her capacity as a Director.

The government and policy-making responsibilities of the Chamber shall be vested in the Board of Directors, which shall control its property, be responsible for its finances, and direct its affairs.

The Board of Directors is herein granted the authority to acquire votes from time to time on any issue it deems necessary by expedient means such as telephone, email or facsimile.

Section 2: **Selection and Election of Directors**

A. **Governance Committee.** A Governance Committee of not less than five (5) members, four (4) of which shall be Directors, shall present a slate of Board of Director candidates in no later than November of each year to the full Board of Directors. The Immediate Past Chairman of the Board shall chair this Committee. This Committee shall nominate one (1) candidate for each Board position to be filled at the next annual meeting of the members. Each candidate must be an active member of the Chamber in good standing, and a Chamber member for a minimum of one (1) year and must have agreed to accept the responsibility of a directorship. No Board member who has served two (2) consecutive three (3) year terms is eligible for election to a third term; a period of one (1) year must elapse before eligibility to the Board is restored. The Governance Committee shall perform other appropriate duties as directed by the Board of Directors.

B. **Publicity of Nominations.** Upon receipt of the report of the Governance Committee and approval of the Board of Directors, the CEO shall immediately notify the members by mail and/or electronic mail of the names of persons nominated as candidates for Directors and the right of petition.

Additional names of candidates for Directors can be nominated by petition bearing the genuine signatures of at least (50) members of the Chamber. Such petition shall be filed with the Governance Committee within ten (10) days after notice has been given of the names of those nominated. The determination of the Governance Committee as to the legality of the petition(s) shall be final. If no petition is filed within the designated period, the nominations shall be closed.

C. **Annual Election.** The annual election of Directors shall be held at the annual meeting of the members. Directors shall be elected by a majority of the votes cast by the members at such meeting. Directors shall be elected to serve for terms of three (3) years and until their successors are chosen and qualified.

All newly elected Board of Directors member terms shall begin on the first day of the fiscal year subsequent to the year they were elected. Appointed Board of Director member terms shall begin at the scheduled Board meeting following their appointment.

Section 3: **Voting by Board of Directors**

With respect to all decisions to be made by the Board of Directors at any time prior to January 1, 2009, any and all members serving on the Board who served on the Board of the Chamber of Commerce of Warren, Sterling Heights and Center Line immediately prior to the merger that was effective August 1, 2007 shall collectively have a fifty percent (50%) vote, and any and all members serving on the Board who served on the Board of the Macomb County Chamber of Commerce immediately prior to the merger that was effective August 1, 2007 shall collectively have a fifty percent (50%) vote. Beginning January 1, 2009, each member of the Board of Directors shall have one (1) vote.

Section 4: **Vacancies in Board of Directors**

A member of the Board of Directors who shall be absent from three (3) consecutive regular meetings of the Board of Directors shall be subject to termination upon Board of Directors approval as recommended by Governance Committee.

The Board of Directors shall fill vacancies on the Board of Directors, or among the officers, by a majority vote. The newly elected Director or officer, as the case may be, shall serve until the term of the vacated Director or officer is complete.

Section 5: **Policy**

The Board of Directors is responsible for establishing procedure and formulating policy of the Chamber. These policies shall be maintained in a policy manual, to be reviewed and revised as necessary.

Section 6: **Management**

The Board of Directors shall employ a Chief Executive Officer ("CEO") to manage the day to day operations of the Chamber.

Section 7: **Indemnification**

The Chamber shall indemnify and reimburse any person for expenses actually incurred by him/her, and liabilities imposed upon him/her, in connection with or arising out of any claim, action, proceeding, or suit, civil or criminal, administrative, or investigative, and whether formal or informal, or any threat thereof, in which he/she may be involved by reason of his/her being or having been a trustee, director, or officer of this corporation, or by reason of service to any other corporation, firm, or organization, whether for profit or not for profit, which he/she served as a director, officer, partner, or trustee at the request of the Chamber. Such indemnification and reimbursement shall be to the maximum extent permitted by, and in accordance with, the relevant provisions of the Michigan Nonprofit Corporation Act. The right of indemnification herein provided shall apply whether or not such person indemnified is serving in such capacity at the time such costs, expenses, or liabilities are incurred or imposed. Neither the Chamber nor its trustees, directors, or officers shall be liable to anyone for any

determination of such trustees, directors, or officers as to the existence or absence of conduct which would provide a basis for making or refusing to make any payment hereunder or for taking or omitting to take any other action hereunder, in reliance upon the advice of counsel. A court of competent jurisdiction may make a determination as to the right of a person to indemnification and reimbursement hereunder in any specific case upon the application of such person, despite the failure or refusal of the trustees, directors, or members to make provision therefor. The foregoing right of indemnification and reimbursement shall not be exclusive of other rights to which such person may be entitled as a matter of law, and shall inure to the benefit of his/her heirs and personal representatives. The right of indemnification herein provided shall be applicable only to the extent that such liabilities, expenses, and costs are not otherwise covered by or through collectible policies of insurance which may be carried by or for the benefit of such person, or the Chamber, or any other corporation or organization.

ARTICLE V Officers and Officer Committees

Section 1: Determination of Officers

The officers of the Chamber shall be a Chairman, Executive Vice Chairman, Secretary, Treasurer and Immediate Past Chairman, and may also include one (1) or more Vice Chairman. The Governance Committee shall recommend a single slate of candidates to the Board of Directors for the positions of Chairman, Executive Vice Chairman, Treasurer and Secretary. The officers must be elected by a majority vote at the first Board of Directors meeting of each fiscal year. Officers shall hold their offices for a term of one (1) year and/or until their successors are elected and qualified. The Immediate Past Chairman shall be an officer of the Chamber.

Section 2: Qualifications and Duties of Officers

All officers of the Chamber must be members in good standing and elected to the Board of Directors.

A. **Chairman.** The Chairman shall serve as the chief elected officer of the Chamber and shall preside at all meetings of the membership, the Board of Directors and the Executive Committee. The Chairman shall, with the advice and counsel of the CEO, assign Vice Chairmen to divisional, departmental or committee responsibility, subject to the approval of the Board of Directors. The Chairman shall, with the advice of counsel, of any Vice Chairmen and of the CEO, determine all committees, select all committee Chairmen, and assist in the selection of committee personnel, subject to approval of the Board of Directors. The Chairman must have served as a Board member for a minimum of one (1) year. The Chairman shall be an ex-officio member of all committees.

B. **Executive Vice Chairman.** In the absence or disability of the Chairman, the Executive Vice Chairman shall act in his or her place. He or she shall have such other

duties as may be assigned to him or her by the Board of Directors. He or she shall accede to the position of Chairman on the first day of the next fiscal year or upon the Chairman's resignation.

C. **Secretary.** The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; attend to the giving of notices of meetings; sign, with the Chairman or Executive Vice Chairman, in the name of the Chamber, all contracts authorized by the Board of Directors; and shall have such other duties as may be delegated to him or her by the Board of Directors. Functions of the office of the Secretary may be delegated to specific personnel. The CEO may serve as Secretary of the Chamber.

D. **Treasurer.** The Treasurer shall oversee the preparation of the annual budget of the Chamber and present that budget for approval of the Finance Committee and the Board of Directors. He or she shall monitor the monthly financial statement for performance against the approved budget and report to the Board. In addition, the Treasurer shall monitor disbursements of Chamber funds. Meetings of the Finance Committee shall be called by the Treasurer.

E. **Chief Executive Officer (CEO).** The CEO shall be the chief administrative and executive officer of the Chamber. The CEO shall cause to be prepared notices, agendas, and minutes of meetings of the Board of Directors.

The CEO shall serve as advisor to the Chairman and all committees on program planning and shall assemble information and data and cause to be prepared special reports as needed. The CEO shall be a non-voting ex-officio member of the Board of Directors, the Executive Committee and all committees. The CEO shall be responsible for administration of the program of work in accordance with the policies and regulations of the Board of Directors. The CEO shall be responsible for hiring, discharging, directing and supervising all employees in accordance with direction from the Board of Directors.

With the cooperation of the Treasurer and the appropriate committees, the CEO shall be responsible for the preparation and execution of an operating budget covering all activities of the Chamber, subject to approval of the Board of Directors.

Areas of responsibilities for the CEO shall include, but not be limited to, strategic planning, finance, operations (procedures, chamber structure, volunteers, facilities, technology and equipment), human resources, public policy, economic and community development for Macomb County as a whole and communities formerly part of the central Macomb County service area, foundation and membership and programming input.

Section 3: **Executive Committee and Finance Committee**

There shall be an Executive Committee, which shall act for and on behalf of the Board of Directors when it is not in session but shall be accountable to the Board of Directors for its actions. It shall be composed of the Chairman, Immediate Past Chairman,

Executive Vice Chairman, Secretary, Treasurer, any divisional Chairmen and the CEO, who is a non-voting member. The Chairman shall serve as Chairman of the Executive Committee. This committee will meet as needed. Meetings will be called by Chairman of the Board and the CEO. The CEO's annual review will be completed by this committee.

There shall be a Finance Committee, which shall consist of volunteer members. The Finance Committee shall perform such duties as are set forth in these Bylaws and as are requested from time to time by the Board of Directors.

Section 4: **President**

The corporation may have a President, provided that the position is approved by the Board of Directors. The position of President shall be an honorary position. Areas of responsibilities for the President include, but are not limited to, marketing/public relations (customer service, member surveys, media development), publications, membership, programming (development, initiation, and execution) and partnerships, economic and community development for Warren, Center Line and Macomb County, foundation operations and administration, as necessary.

ARTICLE VI Committees and Divisions

Section 1: **Appointment**

Except as otherwise provided in these Bylaws, the Chairman, in cooperation with the CEO, shall have the authority, subject to the approval of the Board of Directors, to appoint such committees as may be necessary for the affairs of the Chamber. The Board of Directors may create such committees and divisions as it deems advisable to handle the various program of the Chamber.

Section 2: **Limitations**

A. **Authority to Bind the Chamber of Commerce.** No standing or special committee shall represent or commit the Chamber advocacy of or opposition to any project without the specific authority of the Board of Directors, unless such authority may be clearly granted under the general powers delegated by the Board to that committee. No action or resolution of any committee, unless specifically adopted by the Board, shall be binding upon the Chamber or expressive of the sense of the Chamber.

B. **Debts.** No committee or any member thereof shall contract any debt in its behalf which shall in any manner or to any extent render the Chamber liable for the payment of any sum, unless the same shall have been approved by the Board of Directors, or the contracting of said debt shall have been referred by the Board to such committee with power to act.

**ARTICLE VII
Finances**

Section 1: Funds

All money paid to the Chamber shall be placed in such account or accounts as approved by the Board of Directors.

Section 2: Disbursements

Upon approval of the budget, the CEO is authorized to make disbursements on accounts and expenses consistent with the budget. Significant variances to the budget shall be reported to the Board of Directors. Disbursement shall be by check or electronic format. Checks shall be signed by the CEO, and in the absence of the CEO shall be signed by the President.

Section 3: Fiscal Year

The fiscal year of the Chamber shall close on December 31 of each year.

Section 4: Budget

On or before the December Board meeting in each year, the Finance Committee shall present the budget for the coming year and submit it to the Board of Directors for approval.

Section 5: Bonding

The CEO and such other officers and staff as the Board of Directors may designate shall be bonded by a sufficient fidelity bond in the amount set by the Board and paid for by the Chamber.

**ARTICLE VIII
Dissolution**

Section 1: Procedure

The Chamber shall use its funds only to accomplish the objectives and purposes specified in these Bylaws, and no part of said funds shall inure, or be distributed, to the members of the Chamber.

Section 2: Reversion

Upon dissolution, after satisfying all debts, all remaining assets and real and personal property shall revert to the City of Mount Clemens.

ARTICLE IX
Meeting Procedures

Section 1: **Parliamentary Authority**

The then current edition of Roberts Rules of Order shall be the final source of authority in all questions of parliamentary procedures when such rules are not inconsistent with Bylaws of the Chamber.

ARTICLE X
Amendments

Section 1: **Revisions**

These Bylaws replace and supersede the previous Bylaws of the Chamber. These Bylaws may be amended or altered by a two-thirds (2/3) vote of the Board of Directors providing the notice for the meeting includes the proposals for amendments. Any proposed amendments or alterations shall be submitted to the Board of Directors in writing, at least ten (10) days in advance of the meeting at which they are to be acted upon.

Revised: November 16, 2008

Revised: January 7, 2011

Shelby Township - Live
Accounts Payable by G/L Distribution Report

From Date: 01/19/2011 - To Date: 01/19/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount	
<u>Fund: 101 - General Fund</u>										
<u>Account: 451.001 - Building Permits</u>										
4584 - KRISTEN & MATTHEW LEE	10 111623	5794 FRANCESCA - BLDG APPLICATION CANCELLED	Edit		12/16/2010	01/19/2011		01/19/2011	25.00	
Account Total: Building Permits			1 Invoice Transaction(s)							\$25.00
<u>Account: 671.100 - Miscellaneous Revenue</u>										
19449 - CONTRACTORS CLOTHING CO	7228172	Uniform Order Employee Paid EE#10271	Edit		12/17/2010	01/19/2011		12/31/2010	71.25	
Account Total: Miscellaneous Revenue			1 Invoice Transaction(s)							\$71.25
<u>Account: 675.771 - Trips - SC</u>										
4546 - LYNN ANDERSEN	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4547 - JOAN ASHTON	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
3904 - VIRGINIA AUGUSTYN	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4548 - MILDRED BEAUBIEN	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
2792 - ELEANOR BOBACK	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4549 - HELEN BOROWY	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4550 - EDA BRISSON	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4551 - ELSIE DICKTY	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4487 - M LOUISE FRITCHIE	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4552 - ROSE LARRY	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4553 - LORRAINE NALL	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
3906 - MARION PAPIEZ	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
15276 - ROBERT PETERS	2237010	Refund, Dinner & Lights Senior Ctr. Trip (Bob & Ruth)	Edit		12/20/2010	01/19/2011		12/31/2010	10.00	
4554 - MARY J PHILLIPS	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4555 - MARY SAJDAK	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4556 - BERNADINE SAMUELS	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	
4557 - ROY SCHNEE	2237010	Refund, Dinner & Lights Senior Ctr.	Edit		12/20/2010	01/19/2011		12/31/2010	5.00	

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		Trip							
17938 - RALPH SCHWARZ	2237010	Refund, Dinner & Lights Senior Ctr. Trip (Kathi & Ralph)	Edit		12/20/2010	01/19/2011		12/31/2010	10.00
4558 - MARGARET A SHELTON	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00
4559 - JENNY TOMPOR	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00
4560 - NINA TURNER	2237010	Refund, Dinner & Lights Senior Ctr. Trip	Edit		12/20/2010	01/19/2011		12/31/2010	5.00
4561 - VIRGINIA VANDERBEKE	2237010	Refund, Dinner & Lights Senior Ctr. Trip (Virginia & Ken)	Edit		12/20/2010	01/19/2011		12/31/2010	10.00
4581 - MARIANNE O'BRIEN	1237021	Refund, Whitney Christmas Sr. Ctr Trip	Edit		01/03/2011	01/19/2011		12/31/2010	30.00
Account Total: Trips - SC			23 Invoice Transaction(s)						\$155.00
Account: 675.801 - Computer Classes - SC									
4582 - EUAL CARTER	1238001	Refund, Computer Internet Sr. Ctr. Class	Edit		01/04/2011	01/19/2011		12/31/2010	25.00
4583 - ELIZABETH SPEAR	1238001	Refund, Computer Internet Sr. Ctr. Class	Edit		01/04/2011	01/19/2011		01/19/2011	25.00
Account Total: Computer Classes - SC			2 Invoice Transaction(s)						\$50.00
Department: 101 - Legislative									
Account: 900.000 - Printing & Publishing									
1130 - INDEPENDENT NEWSPAPERS	3894136	Introduction Ordinance 259	Edit		12/26/2010	01/19/2011		12/31/2010	154.00
1130 - INDEPENDENT NEWSPAPERS	3894137	11-16-10 BOT Reg. Meeting Minutes	Edit		12/26/2010	01/19/2011		12/31/2010	217.25
1130 - INDEPENDENT NEWSPAPERS	3894138	11-15-10 BOT Work Session Minutes	Edit		12/26/2010	01/19/2011		12/31/2010	41.25
1130 - INDEPENDENT NEWSPAPERS	3894139	11-19-10 BOT Work Session Minutes	Edit		12/26/2010	01/19/2011		12/31/2010	16.50
1130 - INDEPENDENT NEWSPAPERS	3894140	11-16-10 BOT Work Session Minutes	Edit		12/26/2010	01/19/2011		12/31/2010	16.50
1130 - INDEPENDENT NEWSPAPERS	3897980	12-7-10 BOT Reg. Meeting Minutes	Edit		12/26/2010	01/19/2011		12/31/2010	140.25
1130 - INDEPENDENT NEWSPAPERS	3897984	Notice of Adoption Ord. 259	Edit		12/26/2010	01/19/2011		12/31/2010	154.00
Account Total: Printing & Publishing			7 Invoice Transaction(s)						\$739.75
Department Total: Legislative			7 Invoice Transaction(s)						\$739.75
Department: 201 - Finance									
Account: 727.000 - Office Supply & Printing									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	145.27

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26031 - CDW GOVERNMENT INC	VWF4369	2 - HP LJ 4015/4515 Black Toner 24K	Edit		12/16/2010	01/19/2011		12/31/2010	510.00
		Account Total: Office Supply & Printing							655.27
		Account: 804.000 - Computer Prog/Maint/Support							
17517 - ASI SYSTEMS INC	9177	Reset AS400	Edit		12/10/2010	01/19/2011		12/31/2010	95.00
		Account Total: Computer Prog/Maint/Support							95.00
		Account: 804.600 - Network Support							
3070 - NETARX LLC	I036677	January IT and Virtual Hosting	Edit		01/03/2011	01/19/2011		01/19/2011	14,376.42
		Account Total: Network Support							14,376.42
		Department Total: Finance							15,126.69
		Department: 208 - Nature Center							
		Account: 727.000 - Office Supply & Printing							
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	578.80
		Account Total: Office Supply & Printing							578.80
		Account: 807.208 - Program/Speakers							
13407 - POT-O-GOLD INC	3543	Pioneer Christmas portable toilet	Edit		12/17/2010	01/19/2011		12/31/2010	75.00
		Account Total: Program/Speakers							75.00
		Account: 808.208 - Cust/Maint Cont Svc Nature Ctr							
15228 - HOME DEPOT CREDIT SERVICES	6107005	NC lights	Edit		12/20/2010	01/19/2011		12/31/2010	24.97
11476 - J&J ACE HARDWARE 1	12854	NC lights	Edit		12/22/2010	01/19/2011		12/31/2010	7.95
		Account Total: Cust/Maint Cont Svc Nature Ctr							32.92
		Account: 920.000 - Utilities							
24351 - A T & T	810 R017685 0111	NC T1 Line	Edit		01/01/2011	01/19/2011		01/19/2011	220.00
25415 - A T & T LONG DISTANCE	854126149 1210	Long Distance NC PRM & RBP	Edit		12/26/2010	01/19/2011		12/31/2010	1.46
		Account Total: Utilities							221.46
		Department Total: Nature Center							908.18
		Department: 209 - Assessing							
		Account: 726.000 - Operating Supplies							
4586 - CITY BLUEPRINT OF TOLEDO INC	91863	appraisers measuring tape	Edit		12/16/2010	01/19/2011		12/31/2010	249.60
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	1,140.51
		Account Total: Operating Supplies							1,390.11
		Department Total: Assessing							1,390.11

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<u>Department: 210 - Legal</u>									
Account: 811.000 - Legal Fees									
25540 - GIARMARCO MULLINS & HORTON PC	83233007B60	oak hill apt	Edit		12/27/2010	01/19/2011		12/31/2010	874.40
25540 - GIARMARCO MULLINS & HORTON PC	83233065B24	S&D Properties	Edit		12/27/2010	01/19/2011		12/31/2010	174.20
Account Total: Legal Fees			2 Invoice Transaction(s)						\$1,048.60
Account: 812.000 - Negotiations									
22618 - ROUMELL & LANGE PLC	5179	Legal & Negotiation Fees - General-December	Edit		01/04/2011	01/19/2011		12/31/2010	142.50
22618 - ROUMELL & LANGE PLC	5184	Negotiation Fees Court - December	Edit		01/04/2011	01/19/2011		12/31/2010	938.25
Account Total: Negotiations			2 Invoice Transaction(s)						\$1,080.75
Account: 813.000 - Labor Matters, Grievances, etc									
22618 - ROUMELL & LANGE PLC	5185	Litigation Fees General - December	Edit		01/04/2011	01/19/2011		12/31/2010	5,082.17
22618 - ROUMELL & LANGE PLC	5179	Legal & Negotiation Fees - General-December	Edit		01/04/2011	01/19/2011		12/31/2010	352.90
Account Total: Labor Matters, Grievances, etc			2 Invoice Transaction(s)						\$5,435.07
Department Total: Legal			6 Invoice Transaction(s)						\$7,564.42
<u>Department: 215 - Clerk</u>									
Account: 727.000 - Office Supply & Printing									
3798 - PAKOR INC NW8935	879475	Passport camera supplies	Edit		01/05/2011	01/19/2011		01/19/2011	200.51
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	31.49
Account Total: Office Supply & Printing			2 Invoice Transaction(s)						\$232.00
Account: 728.000 - Membership Dues & Conference									
18245 - MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS	2011 MAMCDUES	2011-12 ANNUAL DUES-TK,CA	Edit		01/03/2011	01/19/2011		01/19/2011	100.00
Account Total: Membership Dues & Conference			1 Invoice Transaction(s)						\$100.00
Department Total: Clerk			3 Invoice Transaction(s)						\$332.00
<u>Department: 226 - Human Resource</u>									
Account: 718.000 - Meeting Fees, All categories									
25918 - INDEPENDENT NEWSPAPERS INC	ICCM155340	Utility Worker Advertisement	Edit		12/26/2010	01/19/2011		12/31/2010	637.03
Account Total: Meeting Fees, All categories			1 Invoice Transaction(s)						\$637.03
Account: 727.000 - Office Supply & Printing									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	27.81
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$27.81

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Department Total: Human Resource			2 Invoice Transaction(s)						\$664.84
<u>Department: 253 - Treasurer</u>									
<u>Account: 727.000 - Office Supply & Printing</u>									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	18.77
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$18.77
<u>Account: 728.000 - Membership Dues & Conference</u>									
25261 - MACOMB COUNTY TREASURERS ASSOCIATION	2011 Dues	2011 MCTA dues: PV & KM	Edit		01/07/2011	01/19/2011		01/19/2011	40.00
Account Total: Membership Dues & Conference			1 Invoice Transaction(s)						\$40.00
Department Total: Treasurer			2 Invoice Transaction(s)						\$58.77
<u>Department: 371 - Protective Inspection</u>									
<u>Account: 727.000 - Office Supply & Printing</u>									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	89.69
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$89.69
<u>Account: 728.000 - Membership Dues & Conference</u>									
10508 - TRI COUNTY PLUMBING INSPECTORS ASSOCIATION	TRICTYMTG11811JK	TRI-CTY 1-18-11 MEETING JK	Edit		01/06/2011	01/19/2011		01/19/2011	25.00
10508 - TRI COUNTY PLUMBING INSPECTORS ASSOCIATION	TRICTY2011DUESJK	TRI-COUNTY 2011 DUES JK	Edit		01/06/2011	01/19/2011		01/19/2011	30.00
10508 - TRI COUNTY PLUMBING INSPECTORS ASSOCIATION	TRICTY2011DUESBS	TRI-COUNTY 2011 DUES BS	Edit		01/06/2011	01/19/2011		01/19/2011	30.00
Account Total: Membership Dues & Conference			3 Invoice Transaction(s)						\$85.00
Department Total: Protective Inspection			4 Invoice Transaction(s)						\$174.69
<u>Department: 738 - Library</u>									
<u>Account: 726.500 - Departmental Supplies</u>									
4279 - BAKER & TAYLOR INC	2025406458	Books (adult)	Edit		12/21/2010	01/19/2011		12/31/2010	24.95
4279 - BAKER & TAYLOR INC	2025349484	Books (child)	Edit		12/03/2010	01/19/2011		12/31/2010	9.80
4279 - BAKER & TAYLOR INC	2025409165	Books (child)	Edit		12/22/2010	01/19/2011		12/31/2010	12.99
7902 - BARNES & NOBLE INC	IN 1983174	Books (adult)	Edit		12/17/2010	01/19/2011		12/31/2010	111.87
16542 - MIDWEST TAPE	2388768	Books on Tape (Adult)	Edit		12/15/2010	01/19/2011		12/31/2010	19.99
14896 - PARTNERS EAST BOOK DISTRIBUTING	55309214	Books (adult)	Edit		12/20/2010	01/19/2011		12/31/2010	13.31
3063 - RECORDED BOOKS LLC	5085888	Books (adult)	Edit		12/15/2010	01/19/2011		12/31/2010	20.85
Account Total: Departmental Supplies			7 Invoice Transaction(s)						\$213.76
<u>Account: 809.500 - Automated Sys Svc</u>									
17457 - SUBURBAN LIBRARY	200258	Automated System Services	Edit		12/14/2010	01/19/2011		01/19/2011	9,487.00

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COOPERATIVE									
		Account Total: Automated Sys Svc							\$9,487.00
		Account: 820.000 - Custodial SVC							
16386 - AMERICAN CLEANING COMPANY LLC	1012 LIB DEC2010	Janitorial & Cleaning Service	Edit		12/31/2010	01/19/2011		12/31/2010	1,157.99
		Account Total: Custodial SVC							\$1,157.99
		Account: 850.000 - Communications							
25415 - A T & T LONG DISTANCE	854126202 1210	Long Distance	Edit		12/26/2010	01/19/2011		12/31/2010	1.60
		Account Total: Communications							\$1.60
		Account: 880.100 - Community Promotion							
23925 - ASCAP	100003202523	2011 License Fee	Edit		12/20/2010	01/19/2011		01/19/2011	307.50
		Account Total: Community Promotion							\$307.50
		Account: 950.500 - Equip Rental							
22943 - TOSHIBA FINANCIAL SERVICES	166313916	Equipment Rental	Edit		12/10/2010	01/19/2011		12/31/2010	219.72
		Account Total: Equip Rental							\$219.72
		Department Total: Library							\$11,387.57
		Department: 774 - Senior Citizen Operations							
		Account: 709.000 - Education & Training							
12118 - CONCENTRA MEDICAL CENTERS INC	707498113	Random Drug Screen EE #10390	Edit		12/21/2010	01/19/2011		12/31/2010	65.75
		Account Total: Education & Training							\$65.75
		Account: 727.000 - Office Supply & Printing							
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	20.39
		Account Total: Office Supply & Printing							\$20.39
		Account: 790.000 - Senior Citz Op							
25801 - COMCAST	3461730111	Sr Ctr Cable 12/24 to 1/23	Edit		12/14/2010	01/19/2011		01/19/2011	95.46
		Account Total: Senior Citz Op							\$95.46
		Account: 790.772 - Manicures - SC							
2947 - RHONDA M MC CLUSKEY	10610	Massage weeks 51 and 52	Edit		01/06/2011	01/19/2011		01/19/2011	153.00
		Account Total: Manicures - SC							\$153.00
		Account: 790.775 - Parties / Dance-Seniors							
3066 - PETTY CASH - SENIOR CENTER	srctrpc11910 01	Walmart/Subway	Edit		12/16/2010	01/19/2011		12/31/2010	5.97
1089 - MICHAEL A. ZELENAK	10510	Sweetheart Sway Entertainment	Edit		01/05/2011	01/19/2011		01/19/2011	290.00

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26238 - CHEF DE CUISINE LLC	121710	Jingle Bell Ball Catering	Edit		12/17/2010	01/19/2011		12/31/2010	520.00
Account Total: Parties / Dance-Seniors			3 Invoice Transaction(s)						\$815.97
<u>Account: 790.802 - Steering Committee-POS Sales-SC</u>									
3066 - PETTY CASH - SENIOR CENTER	srctrpc11910 02	Big Apple Bagels - Steering Cmte Mtg	Edit		12/22/2010	01/19/2011		12/31/2010	34.97
Account Total: Steering Committee-POS Sales-SC			1 Invoice Transaction(s)						\$34.97
<u>Account: 790.803 - Sr Ctr Newsletter - SC</u>									
8812 - MATRIX PRINTING SYSTEMS INC	61392	Sr Newsletter Printing Jan-Feb 2011	Edit		12/15/2010	01/19/2011		01/19/2011	590.00
Account Total: Sr Ctr Newsletter - SC			1 Invoice Transaction(s)						\$590.00
<u>Account: 860.200 - Auto Repair - Maint Exp</u>									
15642 - SMART	13045	vehicle 29148	Edit		12/16/2010	01/19/2011		12/31/2010	344.56
Account Total: Auto Repair - Maint Exp			1 Invoice Transaction(s)						\$344.56
Department Total: Senior Citizen Operations			10 Invoice Transaction(s)						\$2,120.10
<u>Department: 788 - Rec Programs -</u>									
<u>Account: 840.000 - Parks & Rec Programs</u>									
15228 - HOME DEPOT CREDIT SERVICES	9577684	totes for storage	Edit		12/17/2010	01/19/2011		12/31/2010	29.28
13407 - POT-O-GOLD INC	3542	Halloween portable toilets	Edit		12/17/2010	01/19/2011		12/31/2010	120.00
4580 - DEREK CAMPONI	1282011	Spiderman actor for Superhero event	Edit		01/06/2011	01/19/2011		01/19/2011	150.00
23925 - ASCAP	100003202523	2011 License Fee	Edit		12/20/2010	01/19/2011		01/19/2011	307.50
Account Total: Parks & Rec Programs			4 Invoice Transaction(s)						\$606.78
<u>Account: 840.013 - Christmas</u>									
13407 - POT-O-GOLD INC	3544	Christmas Aglow portable toilet	Edit		12/17/2010	01/19/2011		12/31/2010	120.00
Account Total: Christmas			1 Invoice Transaction(s)						\$120.00
<u>Account: 840.014 - Adult Softball</u>									
13407 - POT-O-GOLD INC	3537	MSP portable toilet 8/10 thru 10/10/10	Edit		12/17/2010	01/19/2011		12/31/2010	150.00
Account Total: Adult Softball			1 Invoice Transaction(s)						\$150.00
<u>Account: 840.090 - Flag Football</u>									
13407 - POT-O-GOLD INC	3539	Ford Field portable toilet - football	Edit		12/17/2010	01/19/2011		12/31/2010	436.64
Account Total: Flag Football			1 Invoice Transaction(s)						\$436.64
<u>Account: 840.103 - Special Recreation</u>									
8802 - PETTY CASH - PARKS-REC-MAINT	pc 0119 01	Spec Rec dinner outing, Champps, MA	Edit		12/20/2010	01/19/2011		12/31/2010	34.54

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Account Total: Special Recreation			1 Invoice Transaction(s)						\$34.54
<u>Account: 840.702 - SBSC baseball expense</u>									
2572 - LITTLE LEAGUE BASEBALL INC	1042011	LL Charter & Insurance enrollment for 2011	Edit		01/04/2011	01/19/2011		01/19/2011	3,039.20
Account Total: SBSC baseball expense			1 Invoice Transaction(s)						\$3,039.20
Department Total: Rec Programs -			9 Invoice Transaction(s)						\$4,387.16
<u>Department: 789 - Parks Recreation Maintenance</u>									
<u>Account: 709.000 - Education & Training</u>									
8254 - MICHAEL MARCATH	1032010	CDL renewal	Edit		01/03/2011	01/19/2011		01/19/2011	48.00
14504 - JIM GAMMICCHIA	FALL2010	Tuition Reimbursement - EE #80504	Edit		01/03/2011	01/19/2011		12/31/2010	426.00
Account Total: Education & Training			2 Invoice Transaction(s)						\$474.00
<u>Account: 726.000 - Operating Supplies</u>									
15228 - HOME DEPOT CREDIT SERVICES	2570191	gorilla tape, tough tape, longnose pliers	Edit		01/03/2011	01/19/2011		01/19/2011	46.36
6349 - RADIANT ENERGY SYSTEMS INC	49499	Co-Ray vac filters	Edit		01/05/2011	01/19/2011		01/19/2011	38.19
Account Total: Operating Supplies			2 Invoice Transaction(s)						\$84.55
<u>Account: 726.600 - Uniform Exp</u>									
19449 - CONTRACTORS CLOTHING CO	7228530	Uniform Order EE #80504	Edit		12/20/2010	01/19/2011		12/31/2010	422.36
21430 - UTICA SHOE	1036	Uniform Boot Order EE #80478 & EE #10696	Edit		12/18/2010	01/19/2011		12/31/2010	98.95
Account Total: Uniform Exp			2 Invoice Transaction(s)						\$521.31
<u>Account: 727.000 - Office Supply & Printing</u>									
16214 - OFFICE EXPRESS	269191A	PRM envelopes	Edit		12/20/2010	01/19/2011		12/31/2010	58.00
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	79.15
Account Total: Office Supply & Printing			2 Invoice Transaction(s)						\$137.15
<u>Account: 735.500 - Signs</u>									
22371 - GRAPHIC COMMUNICATIONS INC	32297	signs for ice rink & sled hill	Edit		12/23/2010	01/19/2011		12/31/2010	288.00
Account Total: Signs			1 Invoice Transaction(s)						\$288.00
<u>Account: 741.000 - Mun Bldg Maintenance</u>									
16667 - OTIS ELEVATOR COMPANY	CVD65238L111	Service 1/1-12/31/11	Edit		12/20/2010	01/19/2011		01/19/2011	374.11
4544 - SAFETY KING INC	28558	clean ducts for Mun Bd	Edit		12/20/2010	01/19/2011		12/31/2010	850.00
23350 - DOWNRIVER REFRIGERATION SUPPLY CO	1066497	Mun Bd IT rm motor & bearing for A/C unit	Edit		12/27/2010	01/19/2011		12/31/2010	82.42
23368 - ALLIED WASTE SERVICES	25301262263012	recycling for Jan	Edit		12/25/2010	01/19/2011		01/19/2011	15.43

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#253									
16386 - AMERICAN CLEANING COMPANY LLC	1012MunPRMSrCtr	12/1-12/31/10 cleaning	Edit		12/31/2010	01/19/2011		12/31/2010	999.99
Account Total: Mun Bldg Maintenance			5 Invoice Transaction(s)						\$2,321.95
<u>Account: 747.000 - Bldg Maint - Maint Bldg</u>									
24215 - OVERHEAD DOOR CORPORATE OFFICE	CS101441	PRM E. overhead Maintenance Bd garage door rpr	Edit		12/21/2010	01/19/2011		12/31/2010	190.93
6555 - GRAINGER INC	9420725393	PRM floor drain grease trap	Edit		12/20/2010	01/19/2011		12/31/2010	373.73
16386 - AMERICAN CLEANING COMPANY LLC	1012MunPRMSrCtr	12/1-12/31/10 cleaning	Edit		12/31/2010	01/19/2011		12/31/2010	310.02
Account Total: Bldg Maint - Maint Bldg			3 Invoice Transaction(s)						\$874.68
<u>Account: 748.000 - Comm Center Maint - Disco</u>									
15916 - INTERSTATE SECURITY INC	8613283	Cmty Ctr monitoring 1/1-3/31/11	Edit		12/20/2010	01/19/2011		01/19/2011	117.00
23368 - ALLIED WASTE SERVICES	25301262263012	recycling for Jan	Edit		12/25/2010	01/19/2011		01/19/2011	15.43
#253									
16386 - AMERICAN CLEANING COMPANY LLC	1012MunPRMSrCtr	12/1-12/31/10 cleaning	Edit		12/31/2010	01/19/2011		12/31/2010	1,157.99
Account Total: Comm Center Maint - Disco			3 Invoice Transaction(s)						\$1,290.42
<u>Account: 749.756 - River Bends Parks Maint</u>									
7225 - YOUNG SUPPLY COMPANY	9001651200	RBP shop furnace ignitor	Edit		12/08/2010	01/19/2011		12/31/2010	52.00
13407 - POT-O-GOLD INC	3538	RBP portable toilet near paths at Hamlin Entrance	Edit		12/17/2010	01/19/2011		12/31/2010	286.64
13407 - POT-O-GOLD INC	3541	RBP Mapleview portable toilet	Edit		12/17/2010	01/19/2011		12/31/2010	308.64
13407 - POT-O-GOLD INC	3540	RBP Gun Range portable toilet	Edit		12/17/2010	01/19/2011		12/31/2010	225.00
9159 - MIKE'S PUMP SERVICE INC	65644	ice rink hose for RBP & MSP	Edit		12/23/2010	01/19/2011		12/31/2010	32.00
Account Total: River Bends Parks Maint			5 Invoice Transaction(s)						\$904.28
<u>Account: 751.000 - Grounds Maint</u>									
15228 - HOME DEPOT CREDIT SERVICES	6035701	MSP ice rink supplies	Edit		12/20/2010	01/19/2011		12/31/2010	19.97
1383 - WASHINGTON ELEVATOR CO INC	26964	rock salt & ice byte	Edit		12/21/2010	01/19/2011		12/31/2010	521.25
9159 - MIKE'S PUMP SERVICE INC	65644	ice rink hose for RBP & MSP	Edit		12/23/2010	01/19/2011		12/31/2010	32.00
489 - HARTSIG SUPPLY CO INC	308120	MSP ice rink supplies	Edit		12/20/2010	01/19/2011		12/31/2010	120.40
Account Total: Grounds Maint			4 Invoice Transaction(s)						\$693.62
<u>Account: 863.000 - Gasoline</u>									
1204 - SPENCER OIL COMPANY	352144	diesel 554 gal	Edit		12/17/2010	01/19/2011		12/31/2010	1,526.07
1204 - SPENCER OIL COMPANY	353564	diesel 808.5 gal	Edit		12/23/2010	01/19/2011		12/31/2010	2,247.35
1204 - SPENCER OIL COMPANY	353760	diesel 735 gal	Edit		12/30/2010	01/19/2011		12/31/2010	2,009.24
Account Total: Gasoline			3 Invoice Transaction(s)						\$5,782.66

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<u>Account: 924.000 - Main Bldg Utilities</u>									
25415 - A T & T LONG DISTANCE	854126149 1210	Long Distance NC PRM & RBP	Edit		12/26/2010	01/19/2011		12/31/2010	6.45
Account Total: Main Bldg Utilities			1 Invoice Transaction(s)						\$6.45
Department Total: Parks Recreation Maintenance			33 Invoice Transaction(s)						\$13,379.07
<u>Department: 800 - Planning</u>									
<u>Account: 726.000 - Operating Supplies</u>									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	1,034.91
Account Total: Operating Supplies			1 Invoice Transaction(s)						\$1,034.91
<u>Account: 805.000 - Planning Consultant fees</u>									
14882 - BIRCHLER ARROYO ASSOCIATES INC	2010 372	Consultant Reviews University Builders	Edit		01/05/2011	01/19/2011		12/31/2010	1,287.00
Account Total: Planning Consultant fees			1 Invoice Transaction(s)						\$1,287.00
<u>Account: 900.000 - Printing & Publishing</u>									
16214 - OFFICE EXPRESS	269191	Letterhead	Edit		12/20/2010	01/19/2011		12/31/2010	28.00
1130 - INDEPENDENT NEWSPAPERS	3895733	January 6, 2011 ZBA Agenda	Edit		12/26/2010	01/19/2011		01/19/2011	55.00
Account Total: Printing & Publishing			2 Invoice Transaction(s)						\$83.00
Department Total: Planning			4 Invoice Transaction(s)						\$2,404.91
<u>Department: 900 - Other Functions</u>									
<u>Account: 727.000 - Office Supply & Printing</u>									
162 - BRESSER'S INFORMATION SERVICE	2094821IN	2011 Bresser's Directory	Edit		08/09/2010	01/19/2011		01/19/2011	298.00
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	100.87
Account Total: Office Supply & Printing			2 Invoice Transaction(s)						\$398.87
<u>Account: 780.000 - Microfilm Supplies & SVc</u>									
16541 - IRON MOUNTAIN	CWM6745	Monthly Records Storage - January 2011	Edit		12/31/2010	01/19/2011		01/19/2011	1,261.01
Account Total: Microfilm Supplies & SVc			1 Invoice Transaction(s)						\$1,261.01
<u>Account: 810.101 - Web Page</u>									
3070 - NETARX LLC	I036677	January IT and Virtual Hosting	Edit		01/03/2011	01/19/2011		01/19/2011	200.00
Account Total: Web Page			1 Invoice Transaction(s)						\$200.00
<u>Account: 955.226 - first aid supplies-TWP Hall</u>									
3179 - CINTAS FIRST AID & SAFETY	325527215	First Aid Supplies	Edit		01/05/2011	01/19/2011		12/31/2010	49.94
Account Total: first aid supplies-TWP Hall			1 Invoice Transaction(s)						\$49.94
<u>Account: 969.600 - Properties Clearing Exp</u>									

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3956 - AHERN CONTRACTING INC	142	LITTER REMOVAL - 2284 NICKELBY	Edit		12/22/2010	01/19/2011		12/31/2010	1,140.00
Account Total: Properties Clearing Exp			1 Invoice Transaction(s)						\$1,140.00
Department Total: Other Functions			6 Invoice Transaction(s)						\$3,049.82
Fund Total: General Fund			137 Invoice Transaction(s)						\$63,989.33
Fund: 206 - Fire Fund									
Department: 340 - Fire Department									
Account: 724.100 - Supplemental Retire Plan									
169 - DENNIS BUCHOLTZ	11911	CBA PENSION ADJUSTMENT - FEB 2011	Edit		01/06/2011	01/19/2011		01/19/2011	358.67
Account Total: Supplemental Retire Plan			1 Invoice Transaction(s)						\$358.67
Account: 726.000 - Operating Supplies									
22612 - VALLEY CITY LINEN	26843917	40 HOUR LINENS	Edit		12/20/2010	01/19/2011		12/31/2010	9.40
584 - K-MART	02 8752 0037	MISCELLANEOUS EXPENSES	Edit		12/14/2010	01/19/2011		12/31/2010	6.99
584 - K-MART	02 8219 0086	MISCELLANEOUS EXPENSES	Edit		12/11/2010	01/19/2011		12/31/2010	44.95
584 - K-MART	02 6027 0131	MISCELLANEOUS EXPENSES	Edit		12/01/2010	01/19/2011		12/31/2010	8.57
22612 - VALLEY CITY LINEN	26843933	STATION 3 LINENS	Edit		12/20/2010	01/19/2011		12/31/2010	11.29
22612 - VALLEY CITY LINEN	26843932	STATION 1 LINENS	Edit		12/20/2010	01/19/2011		12/31/2010	50.77
22612 - VALLEY CITY LINEN	26843929	STATION 4 LINENS	Edit		12/20/2010	01/19/2011		12/31/2010	18.92
22612 - VALLEY CITY LINEN	26843937	STATION 2 LINENS	Edit		12/20/2010	01/19/2011		12/31/2010	7.47
21245 - JCR SUPPLY CO	45751	STATION SUPPLIES	Edit		12/16/2010	01/19/2011		12/31/2010	1,182.73
3423 - BLUE WATER INDUSTRIAL PRODUCTS INC	453610	OXYGEN - STATION 4	Edit		11/30/2010	01/19/2011		12/31/2010	15.75
22612 - VALLEY CITY LINEN	26848140	STATION 1 LINENS	Edit		12/27/2010	01/19/2011		12/31/2010	28.73
22612 - VALLEY CITY LINEN	26848125	40 HOUR LINENS	Edit		12/27/2010	01/19/2011		12/31/2010	6.60
22612 - VALLEY CITY LINEN	26848145	STATION 2 LINENS	Edit		12/27/2010	01/19/2011		12/31/2010	18.13
22612 - VALLEY CITY LINEN	26852238	STATION 4 LINENS	Edit		01/03/2011	01/19/2011		01/19/2011	27.56
22612 - VALLEY CITY LINEN	26848141	STATION 3 LINENS	Edit		12/27/2010	01/19/2011		12/31/2010	21.77
22612 - VALLEY CITY LINEN	26852246	STATION 2 LINENS	Edit		01/03/2011	01/19/2011		01/19/2011	30.21
727 - BUSINESS MICRO RESOURCE CORP	5559	2011 UPDATE AND SUPPORT FEE FOR FIRETOOLS SOFTWARE	Edit		01/03/2011	01/19/2011		01/19/2011	300.00
26103 - 9YU PRAXAIR DISTRIBUTION INC	38453783	OXYGEN	Edit		12/20/2010	01/19/2011		12/31/2010	26.40
22612 - VALLEY CITY LINEN	26848137	STATION 4 LINENS	Edit		12/27/2010	01/19/2011		12/31/2010	26.09
22612 - VALLEY CITY LINEN	26852242	STATION 3 LINENS	Edit		01/03/2011	01/19/2011		01/19/2011	15.74
22612 - VALLEY CITY LINEN	26852226	40 HOUR LINENS	Edit		01/03/2011	01/19/2011		01/19/2011	4.00
7857 - STONE'S ACE HARDWARE	37697	STATION 1 SUPPLIES	Edit		01/05/2011	01/19/2011		01/19/2011	5.19
22612 - VALLEY CITY LINEN	26852241	STATION 1 LINENS	Edit		01/03/2011	01/19/2011		01/19/2011	14.75
21079 - HOME DEPOT CREDIT	1037757	SHELVING FOR STATION 1	Edit		01/04/2011	01/19/2011		01/19/2011	163.49

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SERVICES									
21079 - HOME DEPOT CREDIT SERVICES	9136443	STATION 1 SUPPLIES	Edit		01/06/2011	01/19/2011		01/19/2011	57.94
21245 - JCR SUPPLY CO	45980	STATION SUPPLIES	Edit		12/29/2010	01/19/2011		12/31/2010	80.94
3423 - BLUE WATER INDUSTRIAL PRODUCTS INC	455987	OXYGEN	Edit		12/31/2010	01/19/2011		12/31/2010	106.50
21079 - HOME DEPOT CREDIT SERVICES	9143867	STATION 1 SUPPLIES	Edit		01/06/2011	01/19/2011		01/19/2011	12.24
21079 - HOME DEPOT CREDIT SERVICES	9321080	CREDIT FOR RETURN	Edit		01/06/2011	01/19/2011		01/19/2011	(9.79)
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	337.58
Account Total: Operating Supplies			30 Invoice Transaction(s)						\$2,630.91
<u>Account: 726.550 - Medical Supplies</u>									
2689 - ELITE TRAUMA CLEAN-UP INC	MW1311210	MEDICAL WASTE REMOVAL - STATION 2	Edit		12/27/2010	01/19/2011		12/31/2010	45.00
2689 - ELITE TRAUMA CLEAN-UP INC	MW1321210	MEDICAL WASTE REMOVAL - STATION 3	Edit		12/27/2010	01/19/2011		12/31/2010	45.00
Account Total: Medical Supplies			2 Invoice Transaction(s)						\$90.00
<u>Account: 726.560 - Misc Gear</u>									
2002 - TIME EMERGENCY EQUIPMENT INC	94296IN	HIGH RISE HOSE PACK - E-1	Edit		12/20/2010	01/19/2011		12/31/2010	142.95
5749 - ARGUS HAZCO SUPPLY COMPANY	4028107	SENSORS FOR GAS MONITORS	Edit		12/20/2010	01/19/2011		12/31/2010	310.00
Account Total: Misc Gear			2 Invoice Transaction(s)						\$452.95
<u>Account: 730.300 - Equip Maint & Supplies</u>									
17166 - GREAT LAKES DIVECENTER 50078 INC		ANNUAL MAINTENANCE FOR DIVE EQUIPMENT	Edit		12/23/2010	01/19/2011		12/31/2010	1,199.73
Account Total: Equip Maint & Supplies			1 Invoice Transaction(s)						\$1,199.73
<u>Account: 804.206 - Accumed 8%</u>									
15970 - ACCUMED BILLING INC	ACCUMED 0111	EMS BILLING FEES, JANUARY 2011	Edit		01/01/2011	01/19/2011		01/19/2011	8,168.17
Account Total: Accumed 8%			1 Invoice Transaction(s)						\$8,168.17
<u>Account: 804.600 - Network Support</u>									
26031 - CDW GOVERNMENT INC	VTC7386	WIRELESS MOUSE (GS)	Edit		12/07/2010	01/19/2011		12/31/2010	34.00
3070 - NETARX LLC	I036677	January IT and Virtual Hosting	Edit		01/03/2011	01/19/2011		01/19/2011	762.17
Account Total: Network Support			2 Invoice Transaction(s)						\$796.17
<u>Account: 813.000 - Labor Matters, Grievances, etc</u>									
22618 - ROUMELL & LANGE PLC	5181	Negotiation Fees Fire - December	Edit		01/04/2011	01/19/2011		12/31/2010	35.63

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Account Total: Labor Matters, Grievances, etc			1 Invoice Transaction(s)						\$35.63
<u>Account: 852.000 - Communications Phone</u>									
16852 - VERIZON WIRELESS	2506074678	CELL PHONES/EKG TRANSMISSIONS	Edit		12/21/2010	01/19/2011		12/31/2010	888.34
25415 - A T & T LONG DISTANCE	854126167 1210	Long Distance	Edit		12/26/2010	01/19/2011		12/31/2010	1.29
Account Total: Communications Phone			2 Invoice Transaction(s)						\$889.63
<u>Account: 860.200 - Auto Repair - Maint Exp</u>									
326 - DECKER AUTO PARTS INC	432358	BRAKE FLUID	Edit		12/17/2010	01/19/2011		12/31/2010	5.95
3046 - O'REILLY AUTO PARTS	3365201087	WIPER BLADES - U-4	Edit		12/16/2010	01/19/2011		12/31/2010	9.48
10950 - APOLLO FIRE APPARATUS REPAIR INC	32127	REPAIR CLUTCH FOR CAFS SYSTEM - E-3 (TRUCK #34)	Edit		12/09/2010	01/19/2011		12/31/2010	150.02
10950 - APOLLO FIRE APPARATUS REPAIR INC	32177	MOUNTED KNOX BOX - NEW E-1 (TRUCK #43)	Edit		12/17/2010	01/19/2011		12/31/2010	130.00
15375 - SIGNS PLUS	C8590	CHANGE VEHICLE GRAPHICS - E-1 TO E-3 (TRUCK #34)	Edit		12/08/2010	01/19/2011		12/31/2010	235.00
10950 - APOLLO FIRE APPARATUS REPAIR INC	32061	REPAIR REAR FLORESCENT LIGHTS & L SIDE HOOD LED - A-2 (TRUCK 36)	Edit		12/10/2010	01/19/2011		12/31/2010	463.26
10950 - APOLLO FIRE APPARATUS REPAIR INC	31773	REPAIR OIL LEAK - A-6 (TRUCK 33)	Edit		10/13/2010	01/19/2011		12/31/2010	266.95
24877 - BOSTICK GMC	GCCS26166	INSTALL DOOR PANEL A-2 (TRUCK #36)	Edit		11/19/2010	01/19/2011		12/31/2010	433.22
326 - DECKER AUTO PARTS INC	433683	FOG LAMP FOR U-1	Edit		12/28/2010	01/19/2011		12/31/2010	9.51
3046 - O'REILLY AUTO PARTS	3365203324	FUEL ADDITIVE FOR VEHICLES	Edit		01/02/2011	01/19/2011		01/19/2011	47.94
10950 - APOLLO FIRE APPARATUS REPAIR INC	32141	RESEAL LH REAR AXLE SHAFT CAP - R-1 (TRUCK 27)	Edit		12/10/2010	01/19/2011		12/31/2010	133.52
24766 - BERGER & SON'S	4611	REPAIR EXHAUST LEAK & REPLACED POWER STEERING LINE - A-5	Edit		01/06/2011	01/19/2011		01/19/2011	175.30
10950 - APOLLO FIRE APPARATUS REPAIR INC	32221	REPLACE RACK CABLE - Q-1 (TRUCK #26)	Edit		12/28/2010	01/19/2011		12/31/2010	76.05
10950 - APOLLO FIRE APPARATUS REPAIR INC	32071	MINI LAMPS FOR APPARATUS	Edit		12/22/2010	01/19/2011		12/31/2010	12.61
Account Total: Auto Repair - Maint Exp			14 Invoice Transaction(s)						\$2,148.81
<u>Account: 930.100 - Building Maintenance</u>									
7857 - STONE'S ACE HARDWARE	37525	FAUCET REPAIR PARTS	Edit		12/23/2010	01/19/2011		12/31/2010	7.98
21513 - CGL CORPORATION	219027200	SWITCHES FOR A/C UNITS - STATIONS 2,3,4	Edit		12/17/2010	01/19/2011		12/31/2010	45.60
6349 - RADIANT ENERGY SYSTEMS INC	49500	WEST RADIANT HEATER - STATION 3	Edit		01/05/2011	01/19/2011		01/19/2011	152.86
Account Total: Building Maintenance			3 Invoice Transaction(s)						\$206.44

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<u>Account: 981.500 - Capital Outlay -Equip (Fire)</u>									
3320 - ACCUMEDWEB LLC	1159	MONTHLY SUPPORT & SERVICE	Edit		01/01/2011	01/19/2011		01/19/2011	398.00
72 - APOLLO FIRE EQUIPMENT CO	77203	TWO LEATHER HELMET FRONT (LW) (CW)	Edit		01/03/2011	01/19/2011		12/31/2010	75.42
Account Total: Capital Outlay -Equip (Fire)			2 Invoice Transaction(s)						\$473.42
Department Total: Fire Department			61 Invoice Transaction(s)						\$17,450.53
Fund Total: Fire Fund			61 Invoice Transaction(s)						\$17,450.53
<u>Fund: 207 - Police Fund</u>									
<u>Department: 305 - Police Department</u>									
<u>Account: 709.300 - Education Reimbrsment</u>									
10511 - SCOTT TRUMBO	1032011ST	TUITION REIMBURSEMENT	Edit		01/03/2011	01/19/2011		12/31/2010	2,265.90
Account Total: Education Reimbrsment			1 Invoice Transaction(s)						\$2,265.90
<u>Account: 726.000 - Operating Supplies</u>									
26159 - PURIFIED WATER TO GO	6687	WATER	Edit		12/23/2010	01/19/2011		12/31/2010	19.80
26159 - PURIFIED WATER TO GO	6715	WATER & RENTAL	Edit		12/31/2010	01/19/2011		12/31/2010	31.80
26159 - PURIFIED WATER TO GO	6732	WATER CUPS	Edit		01/04/2011	01/19/2011		01/19/2011	15.99
6689 - SIRCHIE FINGER PRINT LABORATORIES	21925IN	BIOHAZARD LABELS	Edit		12/29/2010	01/19/2011		12/31/2010	60.00
1418 - WINDER POLICE EQUIPMENT	20103951	FLARES	Edit		12/20/2010	01/19/2011		12/31/2010	1,077.30
10860 - SHELBY TWP POLICE	10152010	SHRED DAY EXPENSES	Edit		10/15/2010	01/19/2011		12/31/2010	30.00
10860 - SHELBY TWP POLICE	10262010	CITIZENS ACADEMY ITEMS	Edit		10/26/2010	01/19/2011		12/31/2010	10.00
20296 - MCDONALD'S	122010MC	PRISONER MEALS - DEC	Edit		12/31/2010	01/19/2011		12/31/2010	67.98
Account Total: Operating Supplies			8 Invoice Transaction(s)						\$1,312.87
<u>Account: 726.100 - Range Supplies</u>									
23145 - JOSEPH C MCROBERTS	12142010	FIREARMS REPAIRS	Edit		12/14/2010	01/19/2011		12/31/2010	107.19
23145 - JOSEPH C MCROBERTS	12152010	FIREARMS REPAIR PART	Edit		12/15/2010	01/19/2011		12/31/2010	30.00
Account Total: Range Supplies			2 Invoice Transaction(s)						\$137.19
<u>Account: 727.000 - Office Supply & Printing</u>									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	562.61
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$562.61
<u>Account: 727.950 - Test Kit Cost</u>									
21057 - T D S INCORPORATED	10771	MARIJUANA TEST KITS	Edit		12/21/2010	01/19/2011		12/31/2010	60.00
Account Total: Test Kit Cost			1 Invoice Transaction(s)						\$60.00
<u>Account: 729.000 - Janitorial SVC & Supplies</u>									
16386 - AMERICAN CLEANING COMPANY LLC	1012 PD	JANITORIAL SERVICE	Edit		12/31/2010	01/19/2011		12/31/2010	1,289.98

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Account Total: Janitorial SVC & Supplies			1 Invoice Transaction(s)						\$1,289.98
<u>Account: 730.100 - Repairs & Maint</u>									
19217 - DELL MARKETING LP	XF5R8N4N2	FUSER MAINTENANCE KIT	Edit		12/14/2010	01/19/2011		12/31/2010	169.00
13966 - IKON OFFICE SOLUTIONS	5015881578	RICOH COPIER MAINTENANCE	Edit		12/17/2010	01/19/2011		01/19/2011	524.37
590 - KENMAR CAMERA AND PROJ	M530961	ET CAMERA & LENS REPAIR	Edit		12/17/2010	01/19/2011		12/31/2010	350.00
14972 - SERVISOURCE	16547	PRINTER REPAIR-DB	Edit		12/09/2010	01/19/2011		01/19/2011	75.00
Account Total: Repairs & Maint			4 Invoice Transaction(s)						\$1,118.37
<u>Account: 789.000 - k-9 expense</u>									
25731 - BONE APPETITE PET SUPPLIES	314037	DOG FOOD	Edit		12/17/2010	01/19/2011		12/31/2010	39.99
Account Total: k-9 expense			1 Invoice Transaction(s)						\$39.99
<u>Account: 804.600 - Network Support</u>									
3070 - NETARX LLC	I036677	January IT and Virtual Hosting	Edit		01/03/2011	01/19/2011		01/19/2011	3,700.00
Account Total: Network Support			1 Invoice Transaction(s)						\$3,700.00
<u>Account: 812.000 - Negotiations</u>									
22618 - ROUMELL & LANGE PLC	5182	Legal & Negotiation Fees Police - December	Edit		01/04/2011	01/19/2011		12/31/2010	819.39
22618 - ROUMELL & LANGE PLC	5183	Negotiation Fees Police - December	Edit		01/04/2011	01/19/2011		12/31/2010	819.39
22618 - ROUMELL & LANGE PLC	5180	Negotiation Fees Dispatch-December	Edit		01/04/2011	01/19/2011		12/31/2010	635.10
Account Total: Negotiations			3 Invoice Transaction(s)						\$2,273.88
<u>Account: 813.000 - Labor Matters, Grievances, etc</u>									
22618 - ROUMELL & LANGE PLC	5182	Legal & Negotiation Fees Police - December	Edit		01/04/2011	01/19/2011		12/31/2010	2,287.14
Account Total: Labor Matters, Grievances, etc			1 Invoice Transaction(s)						\$2,287.14
<u>Account: 850.500 - Postage & Handling</u>									
6689 - SIRCHIE FINGER PRINT LABORATORIES	21925IN	BIOHAZARD LABELS	Edit		12/29/2010	01/19/2011		12/31/2010	6.39
21057 - T D S INCORPORATED	10771	MARIJUANA TEST KITS	Edit		12/21/2010	01/19/2011		12/31/2010	7.00
22327 - UPS	3894WX510	SHIPPING	Edit		12/18/2010	01/19/2011		12/31/2010	11.49
Account Total: Postage & Handling			3 Invoice Transaction(s)						\$24.88
<u>Account: 852.000 - Communications Phone</u>									
24351 - A T & T	906 R022013 0111	Phone 12/2/10-1/1/11	Edit		01/01/2011	01/19/2011		12/31/2010	274.00
25415 - A T & T LONG DISTANCE	854126205 1210	Long Distance	Edit		12/26/2010	01/19/2011		12/31/2010	0.82
16852 - VERIZON WIRELESS	2511707347	Cell Phone 12/5/10 - 1/4/11	Edit		01/04/2011	01/19/2011		12/31/2010	1,752.55
Account Total: Communications Phone			3 Invoice Transaction(s)						\$2,027.37

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Account: 860.200 - Auto Repair - Maint Exp									
2945 - RENAISSANCE AUTO WASH	1042011RAW	VEHICLE WASHES - DEC	Edit		01/04/2011	01/19/2011		12/31/2010	73.50
10860 - SHELBY TWP POLICE	12062010	VEHICLE HEADLIGHT	Edit		12/06/2010	01/19/2011		12/31/2010	11.88
6524 - FIRE EXTINGUISHER SALES & SERVICE	48717	RECHARGE FIRE EXTINGUISHER-VEHICLES	Edit		12/17/2010	01/19/2011		01/19/2011	200.52
18462 - SHELBY TIRE & AUTO SERVICE	26371	VEH 31 - MAINTENANCE AND REPAIR WORK	Edit		12/17/2010	01/19/2011		12/31/2010	882.65
18462 - SHELBY TIRE & AUTO SERVICE	26501	VEH 9 - TIRE INSTALL	Edit		12/20/2010	01/19/2011		12/31/2010	15.00
18462 - SHELBY TIRE & AUTO SERVICE	26502	VEH 12 - VEHICLE REPAIRS	Edit		12/16/2010	01/19/2011		12/31/2010	530.03
18462 - SHELBY TIRE & AUTO SERVICE	26508	VEH 32 - MAINTENANCE WORK	Edit		12/16/2010	01/19/2011		12/31/2010	46.89
18462 - SHELBY TIRE & AUTO SERVICE	26545	VEH 11 - INSTALL TWO TIRES	Edit		12/20/2010	01/19/2011		12/31/2010	30.00
18462 - SHELBY TIRE & AUTO SERVICE	26564	VEH 25 - VEHICLE MAINTENANCE WORK	Edit		12/21/2010	01/19/2011		12/31/2010	557.91
18462 - SHELBY TIRE & AUTO SERVICE	26574	VEH 46 - MAINTENANCE WORK	Edit		12/23/2010	01/19/2011		12/31/2010	126.26
18462 - SHELBY TIRE & AUTO SERVICE	26575	VEH 48 - MAINTENANCE WORK	Edit		12/22/2010	01/19/2011		12/31/2010	80.99
18462 - SHELBY TIRE & AUTO SERVICE	26580	VEH 3 - MAINTENANCE WORK	Edit		12/22/2010	01/19/2011		12/31/2010	265.30
18462 - SHELBY TIRE & AUTO SERVICE	26586	VEH 32 - MAINTENANCE WORK	Edit		12/22/2010	01/19/2011		12/31/2010	158.23
18462 - SHELBY TIRE & AUTO SERVICE	26598	VEH 31 - MAINTENANCE WORK	Edit		12/23/2010	01/19/2011		12/31/2010	114.68
18462 - SHELBY TIRE & AUTO SERVICE	26693	VEH 10 - HEADLAMP	Edit		01/03/2011	01/19/2011		01/19/2011	16.00
18462 - SHELBY TIRE & AUTO SERVICE	26713	VEH 6 - MAINTENANCE	Edit		01/03/2011	01/19/2011		01/19/2011	77.62
18462 - SHELBY TIRE & AUTO SERVICE	26716	VEH 10 - VEHICLE REPAIRS	Edit		01/03/2011	01/19/2011		01/19/2011	150.03
18462 - SHELBY TIRE & AUTO SERVICE	26730	VEH 9 - VEHICLE REPAIR	Edit		01/04/2011	01/19/2011		01/19/2011	18.75
18462 - SHELBY TIRE & AUTO SERVICE	26737	VEH 1 - MAINTENANCE	Edit		01/04/2011	01/19/2011		01/19/2011	30.23
18462 - SHELBY TIRE & AUTO SERVICE	26741	VEH S1 - MAINTENANCE	Edit		01/04/2011	01/19/2011		01/19/2011	29.15
18462 - SHELBY TIRE & AUTO SERVICE	26750	VEH 25 - MAINTENANCE WORK	Edit		01/05/2011	01/19/2011		01/19/2011	28.13
18462 - SHELBY TIRE & AUTO SERVICE	26764	VEH 26 - TIRE INSTALL	Edit		01/06/2011	01/19/2011		01/19/2011	15.00
22524 - CYNERGY WIRELESS PRODUCTS INC	11867	VEH 13 - VEHICLE EQUIPMENT REPAIR	Edit		12/20/2010	01/19/2011		12/31/2010	111.20

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19212 - GOODYEAR WHOLESALE TIRE CENTERS	179122	TIRES FOR FLEET	Edit		12/21/2010	01/19/2011		12/31/2010	905.68
8313 - LIBERTY AUTO WASH INC	20101112	VEHICLE WASHES - NOV & DEC 2010	Edit		12/27/2010	01/19/2011		12/31/2010	462.00
23084 - RING & PINION SHOP INC	36527	VEH 25 - VEHICLE REPAIRS	Edit		12/22/2010	01/19/2011		12/31/2010	262.40
Account Total: Auto Repair - Maint Exp			26 Invoice Transaction(s)						\$5,200.03
<u>Account: 860.207 - auto repair exp - ins reimb</u>									
22524 - CYNERGY WIRELESS PRODUCTS INC	11851	VEH 32 - ACCIDENT REPAIR	Edit		12/15/2010	01/19/2011		12/31/2010	510.00
449 - GENTILE'S COLLISION INC	15914	VEH 32 - ACCIDENT DAMAGE REPAIR	Edit		12/15/2010	01/19/2011		12/31/2010	2,279.59
449 - GENTILE'S COLLISION INC	15936	VEH S2 - ACCIDENT DAMAGE REPAIR	Edit		12/20/2010	01/19/2011		12/31/2010	1,344.45
1856 - XDC MOTORSPORTS	5445	VEH S2 - GRAPHICS REPAIR	Edit		12/21/2010	01/19/2011		12/31/2010	100.00
Account Total: auto repair exp - ins reimb			4 Invoice Transaction(s)						\$4,234.04
<u>Account: 863.000 - Gasoline</u>									
1204 - SPENCER OIL COMPANY	352134	GASOLINE	Edit		12/17/2010	01/19/2011		12/31/2010	5,547.92
1204 - SPENCER OIL COMPANY	353756	GASOLINE	Edit		12/30/2010	01/19/2011		12/31/2010	6,618.26
1204 - SPENCER OIL COMPANY	353558	GASOLINE	Edit		12/23/2010	01/19/2011		12/31/2010	5,787.51
Account Total: Gasoline			3 Invoice Transaction(s)						\$17,953.69
<u>Account: 880.207 - Crossing Guard Expense to UCS</u>									
4579 - SAFETY SMART GEAR	SPD122210	CROSSING GUARD VESTS	Edit		12/22/2010	01/19/2011		12/31/2010	52.31
Account Total: Crossing Guard Expense to UCS			1 Invoice Transaction(s)						\$52.31
<u>Account: 980.000 - Equipment</u>									
4545 - CPR CONNECTION OF NORTH AMERICA INC	579	ONE AED PLUS ACCESSORIES	Edit		12/09/2010	01/19/2011		12/31/2010	1,432.58
Account Total: Equipment			1 Invoice Transaction(s)						\$1,432.58
Department Total: Police Department			65 Invoice Transaction(s)						\$45,972.83
Fund Total: Police Fund			65 Invoice Transaction(s)						\$45,972.83
<u>Fund: 230 - Michigan Justice Training Fund</u>									
<u>Department: 230 - Michigan Justice Training Grant</u>									
<u>Account: 709.000 - Education & Training</u>									
4563 - PUBLIC GRANTS & TRAINING INITIATIVES	27587117	ADVANCED POLICE TRAINING	Edit		09/24/2010	01/19/2011		01/19/2011	95.00
Account Total: Education & Training			1 Invoice Transaction(s)						\$95.00
Department Total: Michigan Justice Training Grant			1 Invoice Transaction(s)						\$95.00

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Fund Total: Michigan Justice Training Fund			1 Invoice Transaction(s)						\$95.00
<u>Fund: 260 - Community Block Grant Fund</u>									
<u>Department: 430 - Community Charitable</u>									
<u>Account: 955.267 - Shelby Lions</u>									
23915 - SHELBY TWP LIONS CLUB	slc1001001	CDGB Funding Christmas Baskets	Edit		12/31/2010	01/19/2011		12/31/2010	3,000.00
Account Total: Shelby Lions			1 Invoice Transaction(s)						\$3,000.00
Department Total: Community Charitable			1 Invoice Transaction(s)						\$3,000.00
Fund Total: Community Block Grant Fund			1 Invoice Transaction(s)						\$3,000.00
<u>Fund: 267 - 911 / Emergency Response</u>									
<u>Department: 306 - 911 Funds</u>									
<u>Account: 857.207 - 911 Comm-Training</u>									
15993 - POWERPHONE INC	30217	COMM-TECH RE-CERT TRAINING	Edit		12/17/2010	01/19/2011		01/19/2011	258.00
Account Total: 911 Comm-Training			1 Invoice Transaction(s)						\$258.00
Department Total: 911 Funds			1 Invoice Transaction(s)						\$258.00
Fund Total: 911 / Emergency Response			1 Invoice Transaction(s)						\$258.00
<u>Fund: 290 - 41 A District Court</u>									
<u>Department: 136 - 41 A District Court</u>									
<u>Account: 725.500 - JURY FEES</u>									
4526 - JOHN B. ADAIR	005	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	138.90
4527 - ERIC M. BAILEY	006	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	80.50
4528 - DONALD H. BEAULIEU	007	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	137.30
4529 - NICOLE M. CAJIGAS	009	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	75.70
4530 - NICOLE L. DANGELO	010	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	78.10
4531 - MARY C. DICK	011	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	138.10
4532 - AGE GJOLAJ	014	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	136.50
4533 - MARK S. GOODIN	015	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	78.90
4534 - KIEL A. HANSEN	016	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	78.10
4535 - JULIE A. KOLAKOWSKI	018	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	75.70
4536 - CHERYL M. LYSSE	019	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	76.50
4537 - DOUGLAS M. MALO	020	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	78.10
4538 - KATHLEEN MUZA	022	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	79.70
4539 - MARION E. PALMER	023	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	136.50
4540 - NANCY K. PLANCK	024	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	133.30
4541 - FREDDY E. POLE	004	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	138.90
4542 - SHARON M. RAKOWSKI	002	Jury Fees	Edit		12/17/2010	01/19/2011		12/31/2010	78.90
4543 - FRANK H. RYAN	026	Jury Fees	Edit		12/14/2010	01/19/2011		12/31/2010	13.50

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Account Total: JURY FEES		18 Invoice Transaction(s)								\$1,753.20
<u>Account: 725.502 - Atty Fees</u>										
22156 - LAW OFFICES OF KEVIN SCHNEIDER, PC	102510	Public Defender(10/25/10), Bench Trials(11/4, 11/23 & 12/20/10)	Edit		12/29/2010	01/19/2011		12/31/2010	1,000.00	
3151 - ROBERT R BEAUPRE	92710	Public Defender 9/27/10	Edit		12/27/2010	01/19/2011		12/31/2010	150.00	
1181 - MIHELICH & KAVANAUGH PLC	101984OM	Public Defender 10-1984-OM (11/16 & 12/21/10)	Edit		12/22/2010	01/19/2011		12/31/2010	150.00	
21735 - FISCHER GARON HOYUMPA AND RANCILIO	122010	Public Defender 10-1083-SM (12/20/10)	Edit		12/21/2010	01/19/2011		12/31/2010	100.00	
3729 - LUCIA G DICICCO	122010	Public Defender	Edit		12/23/2010	01/19/2011		12/31/2010	150.00	
20897 - ROBERT T SACCO	122010	Public Defender 12/20/10	Edit		12/20/2010	01/19/2011		12/31/2010	350.00	
25161 - SUSAN R CHRZANOWSKI PLLC	121410	Public Defender for 10-1322-OT (12/14/10)	Edit		12/16/2010	01/19/2011		12/31/2010	100.00	
3061 - ANTHONY F SORENTINO	121310	Public Defender 12/13/10	Edit		12/13/2010	01/19/2011		12/31/2010	350.00	
23847 - LAW OFFICES OF JEFFERY A. COJOCAR, P.C.	121510	Public Defender 10-2027-SM (12/15/10)	Edit		12/16/2010	01/19/2011		12/31/2010	100.00	
19692 - LORRIE J ZAHODNIC PC	120710	Public Defender 10-607-SM & 10-2382-SM	Edit		12/07/2010	01/19/2011		12/31/2010	500.00	
Account Total: Atty Fees		10 Invoice Transaction(s)								\$2,950.00
<u>Account: 727.000 - Office Supply & Printing</u>										
12238 - AMERICAN SPEEDY PRINTING	9852	Office Supplies & Printing	Edit		01/03/2011	01/19/2011		01/19/2011	403.57	
5400 - BOB BROOKS COMPUTER SALES INC	153298	Office Supplies & Printing (Fax Toner)	Edit		12/22/2010	01/19/2011		12/31/2010	179.00	
Account Total: Office Supply & Printing		2 Invoice Transaction(s)								\$582.57
<u>Account: 729.000 - Janitorial SVC & Supplies</u>										
16383 - CINTAS CORPORATION #354	354335393	Janitorial Svc & Supplies (Floor Mat Rental)	Edit		12/29/2010	01/19/2011		12/31/2010	65.48	
16386 - AMERICAN CLEANING COMPANY LLC	1012 Court 1210	Janitorial Service (December 2010)	Edit		12/31/2010	01/19/2011		12/31/2010	1,175.00	
Account Total: Janitorial SVC & Supplies		2 Invoice Transaction(s)								\$1,240.48
<u>Account: 730.000 - Equipment Svc & Maint</u>										
20505 - WRIGHT WAY ENVIRONMENTAL TECHNOLOGIES INC	STWW0406 2011 1	Water Purifier Rental 2011 (1st Quarter Jan-Mar)	Edit		01/01/2011	01/19/2011		01/19/2011	59.85	
Account Total: Equipment Svc & Maint		1 Invoice Transaction(s)								\$59.85
<u>Account: 801.290 - Interpreter Fee</u>										
22072 - MARIA GIALDI	3534	Interpreter Fees for 10-3009-FD/Arr	Edit		12/20/2010	01/19/2011		12/31/2010	100.00	
22072 - MARIA GIALDI	3530	Interpreter Fees for 10-2928-OT	Edit		12/15/2010	01/19/2011		12/31/2010	100.00	

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Account Total: Interpreter Fee			2 Invoice Transaction(s)						\$200.00
<u>Account: 804.000 - Computer Prog/Maint/Support</u>									
3070 - NETARX LLC	I036677	January IT and Virtual Hosting	Edit		01/03/2011	01/19/2011		01/19/2011	821.57
Account Total: Computer Prog/Maint/Support			1 Invoice Transaction(s)						\$821.57
<u>Account: 850.000 - Communications</u>									
25415 - A T & T LONG DISTANCE	854126191 1210	Long Distance	Edit		12/26/2010	01/19/2011		12/31/2010	1.56
Account Total: Communications			1 Invoice Transaction(s)						\$1.56
<u>Account: 911.000 - Books & Publications</u>									
7533 - MATTHEW BENDER & CO INC	11580984	Books & Publications	Edit		12/09/2010	01/19/2011		12/31/2010	74.71
7533 - MATTHEW BENDER & CO INC	11985690	Books & Publications	Edit		12/16/2010	01/19/2011		12/31/2010	106.46
Account Total: Books & Publications			2 Invoice Transaction(s)						\$181.17
<u>Account: 950.500 - Equip Rental</u>									
25140 - MAILFINANCE	N2149409	Equipment Rental & Lease	Edit		12/21/2010	01/19/2011		01/19/2011	169.05
Account Total: Equip Rental			1 Invoice Transaction(s)						\$169.05
Department Total: 41 A District Court			40 Invoice Transaction(s)						\$7,959.45
<u>Department: 760 - Shelby TWP</u>									
<u>Account: 965.001 - Shelby Fines & Fees</u>									
1157 - SHELBY TWP TREASURER	123110	Shelby Twp Fines & Fees	Edit		12/31/2010	01/19/2011		12/31/2010	154,835.47
Account Total: Shelby Fines & Fees			1 Invoice Transaction(s)						\$154,835.47
<u>Account: 965.290 - Building Fund</u>									
1157 - SHELBY TWP TREASURER	123110	Shelby Twp Fines & Fees	Edit		12/31/2010	01/19/2011		12/31/2010	11,263.00
Account Total: Building Fund			1 Invoice Transaction(s)						\$11,263.00
Department Total: Shelby TWP			2 Invoice Transaction(s)						\$166,098.47
<u>Department: 761 - Macomb Cnty</u>									
<u>Account: 965.012 - Macomb County Fines & Fees</u>									
687 - MACOMB COUNTY TREASURER 2	123110	Macomb County Fines & Fees	Edit		12/31/2010	01/19/2011		12/31/2010	1,435.50
Account Total: Macomb County Fines & Fees			1 Invoice Transaction(s)						\$1,435.50
Department Total: Macomb Cnty			1 Invoice Transaction(s)						\$1,435.50
<u>Department: 762 - State of Michigan</u>									
<u>Account: 965.010 - FAC / FCJ</u>									
16926 - STATE OF MICHIGAN	123110	MI Dept of Treasury	Edit		12/31/2010	01/19/2011		12/31/2010	75,251.20
782 - STATE OF MICHIGAN	624674	FAC/FCJ for December 2010	Edit		01/03/2011	01/19/2011		12/31/2010	1,065.00
Account Total: FAC / FCJ			2 Invoice Transaction(s)						\$76,316.20

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Department Total: State of Michigan			2 Invoice Transaction(s)						\$76,316.20
<u>Department: 763 - City of Utica</u>									
<u>Account: 965.021 - Utica Fines & Fees</u>									
254 - CITY OF UTICA	123110	Utica Fines & Fees	Edit		12/31/2010	01/19/2011		12/31/2010	8,718.96
Account Total: Utica Fines & Fees			1 Invoice Transaction(s)						\$8,718.96
Department Total: City of Utica			1 Invoice Transaction(s)						\$8,718.96
<u>Department: 765 - Macomb TWP</u>									
<u>Account: 965.027 - Macomb TWP Fines & Fees</u>									
14061 - MACOMB TWP TREASURER	123110	Macomb Twp Fines & Fees	Edit		12/31/2010	01/19/2011		12/31/2010	6,255.56
Account Total: Macomb TWP Fines & Fees			1 Invoice Transaction(s)						\$6,255.56
Department Total: Macomb TWP			1 Invoice Transaction(s)						\$6,255.56
Fund Total: 41 A District Court			47 Invoice Transaction(s)						\$266,784.14
<u>Fund: 450 - NPDES - CAP Proj Waterways</u>									
<u>Department: 450 - NPDES Cap Proj Waterways</u>									
<u>Account: 985.850 - Waterways Clean Up</u>									
10674 - CLINTON RIVER WATERSHED COUNCIL	3166	MEMBERSHIP 2011 (PER BOARD MOTION)	Edit		11/16/2010	01/19/2011		01/19/2011	4,500.00
Account Total: Waterways Clean Up			1 Invoice Transaction(s)						\$4,500.00
Department Total: NPDES Cap Proj Waterways			1 Invoice Transaction(s)						\$4,500.00
Fund Total: NPDES - CAP Proj Waterways			1 Invoice Transaction(s)						\$4,500.00
<u>Fund: 592 - Water and Sewer Fund</u>									
<u>Account: 277.000 - Payable for Customer Overpmts</u>									
1346 - UTICA COMMUNITY SCHOOLS	1091310 1210	REFUND - OVERPAYMENT	Edit		12/20/2010	01/19/2011		12/31/2011	6,803.85
Account Total: Payable for Customer Overpmts			1 Invoice Transaction(s)						\$6,803.85
<u>Department: 296 - Subsurface Drain</u>									
<u>Account: 967.000 - Master Storm Drain</u>									
9662 - SHELBY UNDERGROUND INC	10 200	PONDVIEW SUMP LINE	Edit		12/20/2010	01/19/2011		12/31/2010	3,000.00
Account Total: Master Storm Drain			1 Invoice Transaction(s)						\$3,000.00
Department Total: Subsurface Drain			1 Invoice Transaction(s)						\$3,000.00
<u>Department: 591 - Supply and Transmission</u>									
<u>Account: 709.000 - Education & Training</u>									
7713 - DANIELLE ALLEN	FALL2010	Tuition Reimbursement	Edit		01/06/2011	01/19/2011		12/31/2010	1,825.22

Shelby Township - Live
Accounts Payable by G/L Distribution Report

From Date: 01/19/2011 - To Date: 01/19/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Account Total: Education & Training			1 Invoice Transaction(s)						\$1,825.22
<u>Account: 726.600 - Uniform Exp</u>									
19449 - CONTRACTORS CLOTHING CO	7227859	Uniform Order EE # 10347	Edit		12/20/2010	01/19/2011		12/31/2010	23.25
21430 - UTICA SHOE	1036	Uniform Boot Order EE #80478 & EE #10696	Edit		12/18/2010	01/19/2011		12/31/2010	79.00
19449 - CONTRACTORS CLOTHING CO	7226874	Uniform Order Ee # 11041	Edit		01/04/2011	01/19/2011		12/31/2010	108.00
Account Total: Uniform Exp			3 Invoice Transaction(s)						\$210.25
<u>Account: 731.000 - Supply & Exp Cut Install</u>									
1179 - SLC METER SERVICE INC	237551	TAP SUPPLIES	Edit		12/31/2010	01/19/2011		12/31/2010	10,489.75
Account Total: Supply & Exp Cut Install			1 Invoice Transaction(s)						\$10,489.75
<u>Account: 736.000 - Maint Material & Supplies</u>									
11832 - HOME DEPOT	9045821	3X4X1/2 COUPLING	Edit		12/17/2010	01/19/2011		12/31/2010	2.23
Account Total: Maint Material & Supplies			1 Invoice Transaction(s)						\$2.23
<u>Account: 828.000 - Sewage Processing Fee</u>									
1517 - MACOMB COUNTY TREASURER-SEWER	4055 2010	services rendered 10/31/10-11/30/10	Edit		12/22/2010	01/19/2011		12/31/2010	277,615.86
Account Total: Sewage Processing Fee			1 Invoice Transaction(s)						\$277,615.86
<u>Account: 828.001 - Sewer Processing - IWC</u>									
1517 - MACOMB COUNTY TREASURER-SEWER	4045 2010	IWC CHARGES NOVEMBER 2010	Edit		12/17/2010	01/19/2011		12/31/2010	20,440.15
Account Total: Sewer Processing - IWC			1 Invoice Transaction(s)						\$20,440.15
<u>Account: 920.500 - Water Charges</u>									
149 - BOARD OF WATER COMMISSIONERS	1251 300 1110	METERED WATER - NOVEMBER, 2010	Edit		12/22/2010	01/19/2011		12/31/2010	514,263.78
Account Total: Water Charges			1 Invoice Transaction(s)						\$514,263.78
<u>Account: 935.100 - Ashford Crossing Lift Sta repair</u>									
326 - DECKER AUTO PARTS INC	434967	TRICKLE CHARGER - ASHFORD CROSSING	Edit		01/05/2011	01/19/2011		01/19/2011	31.95
Account Total: Ashford Crossing Lift Sta repair			1 Invoice Transaction(s)						\$31.95
<u>Account: 935.500 - Water Main Repair</u>									
9662 - SHELBY UNDERGROUND INC	10 201	WATER MAIN REPAIR - 21 AND VAN DYKE	Edit		12/20/2010	01/19/2011		12/31/2010	5,772.00
9662 - SHELBY UNDERGROUND INC	10 204	WATER MAIN REPAIR - 24 MILE ROAD	Edit		12/29/2010	01/19/2011		12/31/2010	1,924.00
Account Total: Water Main Repair			2 Invoice Transaction(s)						\$7,696.00

Shelby Township - Live
Accounts Payable by G/L Distribution Report

From Date: 01/19/2011 - To Date: 01/19/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Account: 972.950 - Water Meter Expense</u>									
2729 - MICHIGAN METER INC	83475	1-1/2 " Meters	Edit		12/27/2010	01/19/2011		12/31/2010	1,760.00
Account Total: Water Meter Expense			1 Invoice Transaction(s)						\$1,760.00
Department Total: Supply and Transmission			13 Invoice Transaction(s)						\$834,335.19
<u>Department: 596 - Administrative and General</u>									
<u>Account: 727.000 - Office Supply & Printing</u>									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	511.53
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$511.53
<u>Account: 729.000 - Janitorial SVC & Supplies</u>									
2824 - G & K SERVICES	1244192827	floor mats	Edit		01/05/2011	01/19/2011		01/19/2011	125.00
Account Total: Janitorial SVC & Supplies			1 Invoice Transaction(s)						\$125.00
<u>Account: 730.592 - Property Maint</u>									
15916 - INTERSTATE SECURITY INC	8613284	MONITORING CHARGES DPW 1/11	Edit		12/20/2010	01/19/2011		01/19/2011	105.00
Account Total: Property Maint			1 Invoice Transaction(s)						\$105.00
<u>Account: 807.000 - Engineering Consulting Fees</u>									
25134 - GIFFELS-WEBSTER ENGINEERS INC	122110 WRS	WATER RELIABILITY STUDY	Edit		12/21/2010	01/19/2011		12/31/2010	12,000.00
Account Total: Engineering Consulting Fees			1 Invoice Transaction(s)						\$12,000.00
<u>Account: 810.592 - IT Support & Svc</u>									
3070 - NETARX LLC	I036677	January IT and Virtual Hosting	Edit		01/03/2011	01/19/2011		01/19/2011	4,723.70
Account Total: IT Support & Svc			1 Invoice Transaction(s)						\$4,723.70
<u>Account: 851.000 - Communications Radio</u>									
24327 - B2B WIRELESS MANAGEMENT LLC	121302	CAR CHARGERS	Edit		12/13/2010	01/19/2011		12/31/2010	42.00
23852 - AMERICAN MESSAGING	Z1417718KL	PAGER SERVICE	Edit		12/15/2010	01/19/2011		01/19/2011	74.48
Account Total: Communications Radio			2 Invoice Transaction(s)						\$116.48
Department Total: Administrative and General			7 Invoice Transaction(s)						\$17,581.71
<u>Department: 661 - Motor Pool</u>									
<u>Account: 726.000 - Operating Supplies</u>									
326 - DECKER AUTO PARTS INC	433239	PASTE WAX, TERRY TOWELS	Edit		12/23/2010	01/19/2011		12/31/2010	7.49
Account Total: Operating Supplies			1 Invoice Transaction(s)						\$7.49
<u>Account: 781.000 - Parts</u>									
170 - BUFF WHELAN CHEVROLET INC	284682	HINGE KITS S-1	Edit		12/21/2010	01/19/2011		12/31/2010	97.48

Shelby Township - Live
Accounts Payable by G/L Distribution Report

From Date: 01/19/2011 - To Date: 01/19/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
1025 - DON'S TIRE SERVICE INC	60706	TIRES - BACKHOE	Edit		12/20/2010	01/19/2011		12/31/2010	640.00
326 - DECKER AUTO PARTS INC	432642	RADIATOR	Edit		12/20/2010	01/19/2011		12/31/2010	175.95
326 - DECKER AUTO PARTS INC	432770	THERMOSTAT, ANTIFREEZE W-24	Edit		12/20/2010	01/19/2011		12/31/2010	64.93
326 - DECKER AUTO PARTS INC	432319	WASHER SOLVENT	Edit		12/17/2010	01/19/2011		12/31/2010	11.88
326 - DECKER AUTO PARTS INC	433239	PASTE WAX, TERRY TOWELS	Edit		12/23/2010	01/19/2011		12/31/2010	5.49
326 - DECKER AUTO PARTS INC	435106	BLOWER MOTOR RESISTOR W-24	Edit		01/06/2011	01/19/2011		01/19/2011	19.69
Account Total: Parts			7 Invoice Transaction(s)						\$1,015.42
Department Total: Motor Pool			8 Invoice Transaction(s)						\$1,022.91
Fund Total: Water and Sewer Fund			30 Invoice Transaction(s)						\$862,743.66
<u>Fund: 598 - Cable TV</u>									
<u>Department: 598 - Cable TV</u>									
<u>Account: 727.000 - Office Supply & Printing</u>									
11227 - OFFICE DEPOT INC	1301495	December Office Supplies	Edit		12/31/2010	01/19/2011		12/31/2010	35.36
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$35.36
<u>Account: 785.500 - Govt AC Op Exp & Sup</u>									
3246 - EVS HD SALES & RENTALS	186182	G-Raid Video Storage for editor	Edit		12/07/2010	01/19/2011		12/31/2010	308.15
Account Total: Govt AC Op Exp & Sup			1 Invoice Transaction(s)						\$308.15
<u>Account: 801.000 - Contract Labor</u>									
4041 - WILLIS MULTIMEDIA ENTERTAINMENT LLC	1011	Contract Labor	Edit		12/23/2010	01/19/2011		12/31/2010	336.00
2155 - CARL ARNDT	2	Contract Labor	Edit		12/08/2010	01/19/2011		12/31/2010	204.00
4384 - JAMES EARL MAY	M104	Contract Labor	Edit		12/25/2010	01/19/2011		12/31/2010	136.50
4361 - JACOB JOKINEN	5	Contract Labor	Edit		12/23/2010	01/19/2011		12/31/2010	75.00
3589 - MEGAN O'BRIEN	1061101	Contract Labor	Edit		01/06/2011	01/19/2011		01/19/2011	105.00
4041 - WILLIS MULTIMEDIA ENTERTAINMENT LLC	1012	Contract Labor	Edit		01/06/2011	01/19/2011		01/19/2011	294.00
Account Total: Contract Labor			6 Invoice Transaction(s)						\$1,150.50
<u>Account: 810.592 - IT Support & Svc</u>									
4099 - IQM2 INC	2520	January Streaming	Edit		01/01/2011	01/19/2011		01/19/2011	480.00
3070 - NETARX LLC	I036677	January IT and Virtual Hosting	Edit		01/03/2011	01/19/2011		01/19/2011	616.14
2997 - XO COMMUNICATIONS	240807772	January Streaming	Edit		01/05/2011	01/19/2011		01/19/2011	720.48
Account Total: IT Support & Svc			3 Invoice Transaction(s)						\$1,816.62
<u>Account: 811.000 - Legal Fees</u>									
24798 - NEIL J LEHTO	2612	Legal Fees	Edit		01/02/2011	01/19/2011		12/31/2010	573.75
Account Total: Legal Fees			1 Invoice Transaction(s)						\$573.75
<u>Account: 930.100 - Building Maintenance</u>									

Shelby Township - Live
Accounts Payable by G/L Distribution Report

From Date: 01/19/2011 - To Date: 01/19/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
25801 - COMCAST	346175019 0111	Cable TV Service	Edit		12/07/2010	01/19/2011		12/31/2010	306.37
25801 - COMCAST	749683015 0111	Internet Service	Edit		12/14/2010	01/19/2011		12/31/2010	89.95
Account Total: Building Maintenance			2 Invoice Transaction(s)						\$396.32
Department Total: Cable TV			14 Invoice Transaction(s)						\$4,280.70
Fund Total: Cable TV			14 Invoice Transaction(s)						\$4,280.70
<u>Fund: 692 - Equipment Replacement Fund</u>									
<u>Department: 998 - FMIS Project</u>									
<u>Account: 985.600 - FMIS Project</u>									
25162 - NEW WORLD SYSTEMS	7170	2011 Software Escrow	Edit		12/16/2010	01/19/2011		01/19/2011	1,215.00
Account Total: FMIS Project			1 Invoice Transaction(s)						\$1,215.00
Department Total: FMIS Project			1 Invoice Transaction(s)						\$1,215.00
Fund Total: Equipment Replacement Fund			1 Invoice Transaction(s)						\$1,215.00
<u>Fund: 701 - Trust & Agency</u>									
<u>Account: 255.000 - Deposit from Customers</u>									
11717 - CYNTHIA & JOHN CAMPO	10 91867	Return Bond - Christmas tree Sales	Edit		10/14/2010	01/19/2011		01/19/2011	300.00
Account Total: Deposit from Customers			1 Invoice Transaction(s)						\$300.00
<u>Account: 255.371 - Bldg Performance Bonds</u>									
25715 - KIMBERLY FENCE CO	10 111846	53911 OAKVIEW - BLDG BOND	Edit		12/20/2010	01/19/2011		01/19/2011	100.00
2134 - MARINE CITY LANDSCULPTING	10 69697	49484 TETON PASS - BLDG BOND	Edit		08/11/2010	01/19/2011		01/19/2011	25.00
4802 - CLARK BUILDING CO INC	10 55151	56194 NICKELBY - BLDG BOND	Edit		06/21/2010	01/19/2011		01/19/2011	215.00
17017 - MICHIGAN FENCE & SUPPLY	10 109248	8092 MESSMORE - BLDG BOND	Edit		12/07/2010	01/19/2011		01/19/2011	50.00
17884 - BEACON SIGN COMPANY	10 45036	45231 MARKET - BLDG BOND	Edit		05/17/2010	01/19/2011		01/19/2011	50.00
23032 - S & A TRI COUNTY SIGN	10 104873	47085 HAYES - BLDG BOND	Edit		11/29/2010	01/19/2011		01/19/2011	50.00
4254 - ANNA BUGNARIU	10 70015	45451 GABLE INN - BLDG BOND	Edit		08/12/2010	01/19/2011		01/19/2011	50.00
25396 - VISION RESTORATION & BUILDING	10 100546	47720 BEN FRANKLIN - BLDG BOND	Edit		11/09/2010	01/19/2011		01/19/2011	200.00
4457 - ADRIATIC CONSTRUCTION	10 99110	12055 ANTHONY - BLDG BOND	Edit		11/01/2010	01/19/2011		01/19/2011	200.00
21763 - DIAMOND CREEK HOMES INC	10 106718	53412 AURORA PARK - BLDG BOND	Edit		12/02/2010	01/19/2011		01/19/2011	50.00
25716 - DAVID & LEANNE KRYSINSKI	10 40491	2326 KINGSCROSS - BLDG BOND	Edit		04/30/2010	01/19/2011		01/19/2011	25.00
25030 - ALL SEASONS SUNROOMS	10 93776	55549 PARKVIEW - BLDG BOND	Edit		10/20/2010	01/19/2011		01/19/2011	200.00
4479 - A+ HOMEWORK INC	10 100406	49484 TETON PASS - BLDG BOND	Edit		11/08/2010	01/19/2011		01/19/2011	50.00
18381 - WIND SURF & SAIL POOLS INC	10 51293	5794 FRANCESCA - BLDG BOND	Edit		06/07/2010	01/19/2011		01/19/2011	200.00

Shelby Township - Live
Accounts Payable by G/L Distribution Report

From Date: 01/19/2011 - To Date: 01/19/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
25494 - ACME ENTERPRISES INC	10 59763	BUILDING BOND RETURN 47154 VAN DYKE	Edit		07/07/2010	01/19/2011		01/19/2011	200.00
2928 - KIRCO CONSTRUCTION CORP	08 9367	BUILDING BOND RETURN - 8180 26 MILE	Edit		06/19/2008	01/19/2011		01/19/2011	250.00
4585 - TCF BANK	10 99137	8010 26 MILE - BLDG BOND	Edit		11/02/2010	01/19/2011		01/19/2011	200.00
4320 - SHELDON COURT ESTATES LLC	10 104954	51781 STONERIDGE - BLDG BOND	Edit		11/29/2010	01/19/2011		01/19/2011	200.00
4320 - SHELDON COURT ESTATES LLC	10 101436	51832 STONERIDGE - BLDG BOND	Edit		11/15/2010	01/19/2011		01/19/2011	200.00
17041 - FATHER & SON CONSTRUCTION	10 99161	56771 FOXCROFT - BLDG BOND	Edit		11/02/2010	01/19/2011		01/19/2011	200.00
Account Total: Bldg Performance Bonds			20 Invoice Transaction(s)						\$2,715.00
<u>Account: 280.803 - Memorial Donations-Trees/Benches</u>									
23788 - BARCO PRODUCTS COMPANY	121000378	memorial bench - Schendel	Edit		12/27/2010	01/19/2011		12/31/2010	801.13
Account Total: Memorial Donations-Trees/Benches			1 Invoice Transaction(s)						\$801.13
Fund Total: Trust & Agency			22 Invoice Transaction(s)						\$3,816.13
<u>Fund: 899809 - BuchinghamForest Street Lighting</u>									
<u>Account: 925.000 - Street Lighting</u>									
278 - CONSUMERS ENERGY	1000002585231210	December Street Lighting	Edit		12/31/2010	01/19/2011		12/31/2010	414.68
Account Total: Street Lighting			1 Invoice Transaction(s)						\$414.68
Fund Total: BuchinghamForest Street Lighting			1 Invoice Transaction(s)						\$414.68
Grand Total:			382 Invoice Transaction(s)						\$1,274,520.00

Charter Township of Shelby
Police Department
ROBERT L. LEMAN
CHIEF OF POLICE

52700 VAN DYKE – SHELBY TWP., MICHIGAN 48316-3572 – 586-731-2121 – FAX 586-726-7218

January 6, 2011

TO: Board of Trustees
FROM: Chief Robert Leman
RE: Request to Purchase Patrol Vehicles from the Approved 2011 Budget

I am requesting the Township Board, at the regularly scheduled meeting on Tuesday, January 18, 2011, approve the purchase of seven patrol vehicles as charted on the vehicle replacement spreadsheet listed below for a total cost of \$157,090. The vehicles will be purchased through the State, Macomb County or Oakland County bid process. The cut off ordering date for the 2011 Crown Victoria patrol vehicles is February 28th. Vehicles ordered by this date will be delivered approximately 120 days post-order date.

CURRENT VEHICLE	CURRENT MILEAGE	PROJECTED MILEAGE	REPLACED WITH	PRICE PER VEHICLE
2008 Ford Crown Vic	85,357	*	2011 Ford Crown Vic	\$20,560.00
2008 Ford Crown Vic	81,370	*	2011 Ford Crown Vic	\$20,560.00
2009 Ford Crown Vic	71,550	*	2011 Ford Crown Vic	\$20,560.00
2007 Ford Crown Vic	85,993	*	2011 Ford Crown Vic	\$20,560.00
2006 Chevy Tahoe	114,682	130,000	2011 Chevy Tahoe	\$25,997.00
2008 Chevy Tahoe	102,121	125,000	2011 Chevy Tahoe	\$25,997.00
2008 Dodge Charger	95,681	115,000	2011 Dodge Charger	\$22,856.00
TOTAL VEHICLE COST				\$157,090.00

*All Crown Victoria orders must be placed by the end of February. Cars will be replaced with new vehicles upon exceeding 100,000 miles.

Respectfully submitted,

Chief Robert L. Leman

RL/pk

Office of the Admin Lieutenant

January 6, 2011

TO: Chief Leman

FROM: Lt. Jerry Van Hoet

RE: Request to Purchase Patrol Vehicles from the Approved 2011 Budget

We are requesting approval to purchase the seven vehicles listed in our 2011 vehicle budget. The vehicles I wish to order are: four (4) 2011 Ford Crown Victoria police vehicles at a cost of \$20,560 each; two (2) 2011 Chevy Tahoe's at a cost of \$26,500 each; and one (1) 2011 Dodge Charger at \$23,000.

After contacting our Ford government representative, Mr. Bill Campbell, he stated that the latest possible order date for 2011 Crown Victoria patrol vehicles is February 28th. This order date is going to be strictly adhered to, as Ford will no longer be producing this vehicle. Vehicles ordered by this date will be delivered approximately 120 days post-order date.

Below is a list of the seven vehicles we would like to replace.

CURRENT VEHICLE	CURRENT MILEAGE	PROJECTED MILEAGE	REPLACED WITH	PRICE PER VEHICLE
2008 Ford Crown Vic	85,357	*	2011 Ford Crown Vic	\$20,560.00
2008 Ford Crown Vic	81,370	*	2011 Ford Crown Vic	\$20,560.00
2009 Ford Crown Vic	71,550	*	2011 Ford Crown Vic	\$20,560.00
2007 Ford Crown Vic	85,993	*	2011 Ford Crown Vic	\$20,560.00
2006 Chevy Tahoe	114,682	130,000	2011 Chevy Tahoe	\$25,997.00
2008 Chevy Tahoe	102,121	125,000	2011 Chevy Tahoe	\$25,997.00
2008 Dodge Charger	95,681	115,000	2011 Dodge Charger	\$22,856.00
TOTAL VEHICLE COST				\$157,090.00

*All Crown Victoria orders must be placed by the end of February. Cars will be replaced with new vehicles upon exceeding 100,000 miles.

NOTE:

In an effort to reduce the size of the on-line agenda packet, the bids are not included; however, the bids are available for review at the Clerk's Office.

Charter Township of Shelby

Police Department

ROBERT L. LEMAN
CHIEF OF POLICE

52700 VAN DYKE – SHELBY TWP., MICHIGAN 48316-3572 – 586-731-2121 – FAX 586-726-7218

January 7, 2011

TO: Shelby Township Board of Trustees

FROM: Robert L. Lemman, Chief of Police

RE: Award of the Construction Contract – New Police Building & Renovation Project

I am requesting the Shelby Township Board of Trustees, at the regularly scheduled meeting on Tuesday, January 18, 2011, award the construction contract to The Garrison Company of Farmington Hills, Michigan, and a second request to approve funds for direct expenses and a contingency.

On January 4 & 5, 2011, the police building committee conducted post-bid reviews. The committee reviewed references, financial information, and bid comparisons and selected The Garrison Company for the construction contract for the new police station and the renovation project for the existing police area. The total construction cost for the new building and the renovation will be \$3,232,600.00. I am also requesting additional funds in the amount of \$767,400.00 for direct expenses and a contingency. The total project cost is \$4,000,000.00 and will be drawn from the equipment replacement fund, capital project-police building. Attached is the recommendation letter from our architect, Steve Lodge, and also the bid tab.

Note: Two federal grants were obtained and will be used in the project. They will cover the cost for security equipment in the new building and equipment for the renovation and are not included in the \$4,000,000.00.

Respectfully submitted,

Robert L. Lemman, Chief of Police

RL/pk



architects planners interiors

1600 Parkdale
Rochester, MI
48307
T 248.656.1377
F 248.656.7746

January 7, 2011

Mr. Richard Stathakis
52700 Van Dyke
Shelby Twp, MI 48316

Reference: **Charter Township of Shelby**
New Police Building & Renovations
Contract Recommendation

Dear Mr. Stathakis:

On December 22, 2010 nineteen (19) bids were received for the New Police Building and Existing Township Hall Renovation project. These bids were publicly opened and a Tabular Bid Summary of the results is attached.

On January 4th the police building committee members conducted post bid reviews with the three lowest bid contractors. The members of the committee are; Police Chief Robert Leman, Building Department Assistant Director Tim Wood, Parks and Recreation Department Director Joe Youngblood, Township Engineer Representative from Fazal Kahn Associates Stacy Cerget and Stephen Lodge Project Manager for French Associates. After a careful review of references, financial information and comparison of bids it is the recommendation of our committee to award the construction contract to The Garrison Company. Our committee feels that they meet all the criteria listed in the bid documents and are the lowest qualified bidder and are more than capable of satisfactorily completing this project. Therefore, we are recommending accepting their combined base bid of for the new construction (proposal 1) and renovation (proposal 2) of **\$3,188,000**.

This base bid amount is below the estimated amount for construction that French Associates had previously presented to the Township Trustees in early December. This will allow us to incorporate a few of the add alternates that were part of the bidding process. The sum total of those alternates is \$44,600.

It is therefore our recommendation to accept their total bid price of \$3,232,600 for the construction of the new police building and existing building renovations including the add alternates listed in the bid documents as A-1, A-2, A-6, M-1 & E-1

At this time, French Associates and the Police Building Committee would like you to place this recommendation before the Board of Trustees for approval.



If there are any additional questions please feel free to contact me.

Regards,

A handwritten signature in blue ink that reads 'Stephen Lodge'.

Stephen Lodge, AIA
French Associates
Project Manager

Cc: Mr. Tim Wood
Chief Robert Leman
Mr. Joe Youngblood
Ms. Stacy Cerget

Approved: **Charter Township of Shelby**

By: _____

Date: _____



architects planners interiors

BIDDING TABULATION LOG

PROJECT: Charter Township of Shelby
New Police Building
PROJ. NO.: 2010-026

BIDS DUE: December 22, 2010

CONTRACTOR	Bid Bond	Addendums 1,2,3,4	Familial Disclosure	Proposal No. 1	Proposal No. 2	Alt-A-1	Alt A-2	Alt A-3	Alt A-4	Alt A-5	Alt A-6	Alt C-1	Alt C-2	Alt C-3	Alt L-1	Alt L-2	Alt M-1	Alt E-1	Combined Base Bid	Ranking
Bedzyk Brothers	Yes	Yes	Yes	\$2,990,000	\$221,500	\$7,000.00	\$13,000.00	-\$17,000	-\$28,000	-\$32,500.00	-\$5,000.00	-\$8,000	-\$25,000	-\$36,500	\$35,000.00	-\$2,500	\$4,000.00	\$44,000.00	\$3,211,500.00	3
Bernco Inc	Yes	Yes	Yes	\$3,146,800	\$174,800	\$13,282.00	\$10,161.00	-\$17,000	-\$15,550	-\$36,180.00	\$4,802.00	-\$6,975	-\$24,603	-\$35,172	\$52,627.00	-\$3,960	\$2,625.00	\$18,480.00	\$3,321,600.00	9
Brivar Construction Company	Yes	1,2,3	Yes	\$3,054,812	\$178,944	\$6,660.00	\$1,280.00	-\$17,445	\$17,722	-\$32,406.00	\$19,544.00	-\$4,695	-\$15,577	-\$2,950	\$26,816.00	-\$2,463	\$3,129.00	\$19,683.00	\$3,233,756.00	5
Braun Construction Group	Yes	Yes	Yes	\$3,059,000	\$190,000	\$7,000.00	\$10,000.00	-\$16,000	-\$16,000	-\$42,000.00	\$5,000.00	-\$4,000	-\$12,000	-\$8,000	\$65,000.00	-\$3,000	\$3,000.00	\$19,000.00	\$3,249,000.00	7
CMA Design	Yes	Yes	Yes	\$3,200,000	\$300,000	\$8,900.00	\$13,500.00	-\$15,000	-\$20,900		\$9,000.00	-\$3,300	-\$8,500	-\$29,000	\$65,000.00	-\$2,500	\$8,500.00	\$24,000.00	\$3,500,000.00	16
Cedroni Associates	Yes	Yes	Yes	\$3,053,000	\$191,000	\$7,000.00	\$10,000.00	-\$6,500	-\$20,000	-\$25,000.00	\$7,500.00	-\$3,500	-\$12,500	-\$39,000	\$57,000.00	-\$2,500	\$3,000.00	\$21,000.00	\$3,244,000.00	6
Clarks Construction	Yes	Yes	Yes	\$3,430,147	\$246,487	\$12,969.00	\$11,456.00	-\$13,282	-\$26,000	-\$33,800.00	\$8,429.00	-\$2,453	-\$14,356	-\$42,278	\$60,216.00	-\$3,167	\$2,400.00	\$19,725.00	\$3,676,634.00	19
DCC Construction	Yes	Yes	Yes	\$3,018,000	\$213,000	\$7,000.00	\$11,000.00	-\$10,000	-\$17,000	-\$47,000.00	\$8,600.00	-\$5,400	-\$6,700	-\$20,000	\$51,250.00	-\$2,640	\$2,800.00	\$18,600.00	\$3,231,000.00	4
The Dailey Company	Yes	Yes	Yes	\$3,024,805	\$173,195	\$6,180.00	\$11,300.00	-\$13,000	-\$16,000	-\$27,850.00	\$4,100.00	-\$8,700	-\$12,660	-\$20,600	\$51,000.00	-\$4,000	\$3,300.00	\$18,100.00	\$3,198,000.00	2
E & L Construction	Yes	Yes	Yes	\$3,169,000	\$189,000	\$7,400.00	\$9,600.00	-\$16,000	-\$20,500	-\$42,000.00	\$8,300.00	-\$3,200	-\$11,000	-\$30,000	\$50,000.00	-\$3,200	\$2,000.00	\$18,500.00	\$3,358,000.00	11
E Gilbert & Sons	Yes	Yes	Yes	\$3,149,000	\$196,000	\$14,700.00	\$11,800.00	-\$10,000	-\$17,500	-\$48,000.00	\$12,500.00	-\$9,000	-\$13,100	-\$54,000	\$65,000.00	-\$2,500	\$2,600.00	\$22,200.00	\$3,345,000.00	10
The Garrison Company	Yes	Yes	Yes	\$2,973,000	\$215,000	\$7,100.00	\$10,600.00	-\$18,000	-\$27,400	-\$35,200.00	\$5,500.00	-\$8,100	-\$13,100	-\$40,600	\$46,100.00	-\$2,500	\$2,200.00	\$19,200.00	\$3,188,000.00	1
Heritage Construction	Yes	Yes	Yes	\$3,325,000	\$224,000	\$7,221.00	\$8,832.00	-\$4,444	-\$22,399	-\$35,085.00	\$9,088.00	-\$4,480	-\$14,065	-\$8,855	\$55,716.00	-\$2,866	\$1,000.00	\$19,571.00	\$3,549,000.00	18
MICCO Construction	Yes	Yes	Yes	\$3,269,000	\$275,000	\$10,700.00	\$2,000.00	-\$4,000	-\$22,000	-\$28,000.00	\$7,500.00	-\$5,000	-\$12,000	-\$20,000	\$60,000.00	-\$3,500	\$5,200.00	\$22,000.00	\$3,544,000.00	17
OYK Engineering and Construction	Yes	Yes	Yes	\$3,187,450	\$279,600	\$6,843.00	\$10,124.00	-\$4,211	-\$20,529	-\$27,899.00	\$4,814.00	-\$6,185	-\$15,792	-\$3,369	\$17,393.00	-\$4,305	\$4,948.00	\$20,786.00	\$3,467,050.00	15
Omega Development Corporation	yes	Yes	Yes	\$3,155,000	\$210,000	\$14,500.00	\$13,000.00	-\$16,000	-\$15,000	-\$34,200.00	\$5,500.00	-\$5,500	-\$22,000	-\$33,000	\$18,000.00	-\$2,800	\$4,000.00	\$20,000.00	\$3,365,000.00	13
Sachse Construction	Yes	Yes	Yes	\$3,141,000	\$221,000	\$7,391.00	\$1,321.00	-\$11,780	-\$21,264	-\$48,780.00	\$6,482.00	-\$3,627	-\$18,238	-\$40,637	\$20,326.00	-\$3,585	\$3,184.00	\$20,032.00	\$3,362,000.00	12
Usztan LLC	Yes	Yes	Yes	\$3,085,000	\$200,000	\$7,000.00	\$10,000.00	-\$14,900	-\$20,000	-\$24,000.00	\$5,000.00	-\$5,000	-\$23,000	-\$43,500	\$46,000.00	-\$2,500	\$3,000.00	\$24,000.00	\$3,285,000.00	8
Wing Construction	Yes	Yes	Yes	\$3,172,212	\$235,890	\$7,700.00	\$4,000.00	-\$3,500	-\$21,000	-\$46,000.00	\$7,000.00	-\$5,500	\$9,000	\$23,000	\$20,000.00	-\$2,300	\$2,600.00	\$19,500.00	\$3,440,102.00	14

Estimated New Construction	\$2,845,392.00
Estimated General Conditions	\$184,950.00
Estimated General Contractor Profit	\$85,685.00
Total Estimated New Building Construction Cost	\$3,116,027.00
Total Estimated Existing Building Renovation Cost	\$245,553.00
Targeted Estimated Available Dollars for Construction	\$3,361,580.00
Low Bid Contract Amount	\$3,188,000.00
Selected Add Alternate Totals	\$44,600.00
Total Contract Award Recommendation Amount	\$3,232,600.00

MEMO

SHELBY TWP. BUILDING DEPARTMENT

DATE: JANUARY 7, 2011

TO: SHELBY TOWNSHIP BOARD OF TRUSTEES

FROM: TIMOTHY WOOD, ASST. BUILDING DIRECTOR

**RE: REQUEST TO APPROVE INTER-LOCAL AGREEMENT
FOR PLAN REVIEW AND INSPECTION SERVICES**

The Shelby Township Building Department requests Board approval to enter into an agreement with the City of Rochester Hills Building Department to assist each other in providing plan review and inspection services, effectively a mutual aid agreement.

The agreement will allow either community to request personnel services of the other, on an “as needed and as available” basis, to meet high activity demands and loss of personnel to vacations and sickness. No compensation is required by the agreement unless the hours of service between communities become unbalanced over a six month period. Both departments intend on operating with a balanced level of shared services so that no compensation will be required. The agreement can be terminated with thirty days notice.

Mr. Huth reviewed the agreement and has no objections. United Auto Workers Local 1777 has agreed to enter into a Letter of Understanding acknowledging the agreement. At the time of this writing, the City of Rochester Hills attorney, unions and administration have approved the agreement. The City of Rochester Hills Council will be considering approval soon.

A copy of the proposed agreement is attached for your review. If you have any questions on this matter, please let me know.

**INTERLOCAL AGREEMENT
BETWEEN
SHELBY TOWNSHIP AND
THE CITY OF ROCHESTER HILLS
FOR PLAN REVIEW AND INSPECTION SERVICES**

The Interlocal Agreement (the "Agreement") is made and entered into on _____, 2009, between the City of Rochester Hills (hereinafter referred to as "Rochester Hills") and Shelby Township (hereinafter referred to as "Shelby").

WHEREAS, the State of Michigan "Still-Derossett-Hale Single State Construction Code Act," Act 230 of 1972, establishes regulations, through the Michigan Building Code, for building construction and safety.

WHEREAS, the State of Michigan "Building Officials and Inspectors Registration Act," Act 54 of 1986 ("Act 54"), establishes regulations for the registration of building officials, plan reviewers and inspectors.

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et seq. ("Act 7"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, Rochester Hills and Shelby have qualified, Act 54 registered plan reviewers and inspectors available to perform plan reviews and inspections, and Rochester Hills and Shelby have a mutual need for these services

WHEREAS, this service will further the public health, safety, and welfare, and promote efficiency and effectiveness of local governments;

THEREFORE, for mutual consideration hereinafter stated, Rochester Hills and Shelby agree as follows:

**I.
COMMENCEMENT DATE**

The commencement date of this Agreement shall be _____, 2009.

II. TERM

The initial term of this Agreement shall be a twelve (12) calendar month period beginning on the commencement date of the Agreement, and ending on _____ . Thereafter, upon mutual agreement of the parties hereto, this Agreement may be extended or renewed, unless terminated earlier by either Rochester Hills or Shelby as set forth in Article V, below.

III. SCOPE OF SERVICES

Rochester Hills and Shelby agree to assist each other in providing plan review and inspection services subject to the following conditions:

- A. The building officials for each community shall coordinate meetings to establish procedures and policies for the sharing of resources for plan review and inspection services.
- B. Rochester Hills and Shelby shall provide to each other on an “as needed”, “as available” basis, plan reviews or inspections by state registered plan reviewers or inspectors.
- C. Rochester Hills and Shelby shall perform plan reviews or inspections as scheduled and requested by the other party, during normal business hours, subject to the availability of Rochester Hills’ and Shelby’s staff, it being understood and acknowledged by Rochester Hills and Shelby that the plan review and inspection requirements in their respective communities shall take precedence.

IV. PAYMENT

This is a mutual aid agreement. There will be no compensation required from either party unless the hours of service provided become unbalanced as noted below.

The hours of plan review and inspection services provided as a mutual aid shall be balanced. Each party shall provide and exchange an itemized report to the other every six (6) months indicating the hours of service provided with time increments of no less than one quarter hour. If the hours of service reported by one party exceed the hours provided by the other by more than 50 hours, the party providing any hour of service over 50 shall be compensated by the other at a rate of \$75.00 per hour within thirty (30) days of the reports.

V. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party upon giving thirty (30) days advance written notice of termination to the other

party. In the event of such termination by either party, the hours of service shall be evaluated as noted in Section IV through the date of the termination of the agreement. Any compensation owing for unbalanced hours shall be paid.

VI.

RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES

No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the acts of Rochester Hills and Shelby and their officials, officers, agents, and employees when performed within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such acts of Rochester Hills and Shelby, and their officials, officers, agents and employees in the other municipality. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided by Section 9 of Act 7 or otherwise under law.

Independent Contractor. Rochester Hills and Shelby agree that at all times and for all purposes under the terms of this Agreement, Rochester Hills relationship to Shelby, and Shelby's relationship to Rochester Hills, shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to Rochester Hills or Shelby as a result of this Agreement. Rochester Hills and Shelby shall retain all authority for the rendition of services, standards of performance, control of personnel and other matters incidental to the performance of services by Rochester Hills or Shelby under this Agreement. Nothing in this Agreement shall make any employee of either community an employee of the other's.

Liability and Indemnification. Rochester Hills and Shelby shall each be solely responsible for the acts and omissions of their own officials, officers, directors, employees, agents, and volunteers, the costs associated with those acts and omissions and the defense thereof. Rochester Hills shall hold harmless, indemnify and defend Shelby and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Rochester Hills or its officials, officers, directors, employees, agents or volunteers. Shelby shall hold harmless, indemnify and defend Rochester Hills and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Shelby or its officials, officers, directors,

employees, agents or volunteers. The provisions of this Article shall survive expiration or termination of this Agreement.

Insurance. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

VII. MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement and approval of the governing bodies of Rochester Hills and Shelby.

Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Assignment and Delegation. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior, mutual written consent of both parties.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, this Agreement shall not be construed more favorably for one party over the other, and the doctrine of construction against the drafter shall not apply.

No Third Party Beneficiaries. The parties do not intend to confer third party beneficiary status on any non-party to this Agreement.

Contacts. Concerning matters associated with this Agreement, the primary contact person for Rochester Hills shall be _____, and the primary contact person for Shelby shall be _____.

VIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder.

City of Rochester Hills

By: _____
Bryan K. Barnett
Mayor

Date: _____

Shelby Township

By: _____

Date: _____

Memo

To: The Charter Township of Shelby Board of Trustees
From: Lisa Suida, Human Resources Director
Date: January 7, 2011
Re: Approval to recruit:
Part-time Ordinance Enforcement Officer; Building Department

A vacancy in Ordinance Enforcement was created through the retirement of full-time employee # 10976 in December 2010. The Board reviewed the replacement of this position during a work session on December 14, 2010 and requested that the Building Department review the Ordinance Enforcement workload and the practicality of maintaining the position in a part-time capacity. The Human Resources Director, in concurrence with the Assistant Building Director, respectfully request approval to fill the position of Ordinance Enforcement Officer to work part-time in the Building Department.

The selection of this individual will be made in full compliance with the General Employee Civil Service Rules and Regulations from eligibility list yet to be established. This individual will be hired as an Ordinance Enforcement Officer, UAW General Regular Part-time Employee not to exceed 20 hours per week, at an hourly rate equal to pay grade 18, step 1. Prior to requesting approval to hire the chosen candidate, the Building Department will employ a temporary employee as defined in the General Employee Collective Bargaining Agreement.

Respectfully,

Lisa Suida
Human Resources Director

CC: Timothy Wood, Assistant Building Director
Harry Reese, Building Director



CHARTER TOWNSHIP OF SHELBY
SOLID WASTE AND RECYCLING COMMITTEE
52700 VAN DYKE
SHELBY TOWNSHIP, MI 48316-3572

January 5, 2011

Charter Township of Shelby
Board of Trustees
52700 Van Dyke
Shelby Township, MI 48316-3572

RE: Vintage Tech Recyclers

Honorable Board Members:

On December 9, 2010, members of the Solid Waste and Recycling Committee met with Seth Smith, a representative of Vintage Tech Recyclers. Vintage Tech is an Illinois-based company, which specializes in recycling electronics. The company is anxious to expand their services into Michigan. The company would provide all Shelby Township residents, the municipal offices, schools, libraries and colleges free electronics recycling.

Currently, electronics are collected one day a year, on Household Hazardous Waste Collection Day. This service is available to Republic/Allied single-family residential customers only. The Vintage Tech program would provide the service to everyone, including single family homes, condos, manufactured homes and apartments. Businesses could also take advantage of the service; however, there would be a small fee. The only responsibility on the part of the Township would be for advertising the program. This could be easily handled by the Solid Waste and Recycling Committee through local papers, the Township newsletter, website and cable television. The frequency of the collection has not yet been determined. Options available include a monthly or quarterly collection, a mega event or having a permanent collection site. The Solid Waste and Recycling Committee is looking into all of these options to determine which is the best suited to our community.

We have checked with Republic Services/Allied Waste, and signing a contract for electronics recycling through Vintage Tech would not result in a conflict with their company. Electronics recycling is not addressed in the single hauler contract.

This service is paid for by the electronics manufacturers. In order to provide the service, a company must be R2 certified. Vintage Tech possesses this certification and ensures that all processes and downstream selections are compliant with all responsible standards. At this time, there are no Michigan companies that share this certification.

Shelby Township Board of Trustees—Vintage Tech Recyclers
Page 2
January 5, 2011

Please consider this letter to be the recommendation of the Solid Waste and Recycling Committee to enter into a 2-year contract for electronics recycling with Vintage Tech Recyclers, subject to review and approval of the contract by the Township Attorney.

Mr. Smith will be available at the January 18, 2011 Board meeting to answer any questions the Board may have.

Thank you for your consideration of this recommendation.

Very truly yours,

Marietta Crabtree, Chairperson
Solid Waste and Recycling Committee

Cc: Seth Smith, Vintage Tech Recyclers

ELECTRONICS RECYCLING AGREEMENT

This Agreement, effective December 15th, 2010 and ending November 30th, 2012, is entered into by and between the Township of Shelby, Michigan (hereinafter referred to as the TOWNSHIP) and Vintage Tech Recyclers, Inc. (hereinafter referred to as VINTAGE TECH).

WHEREAS, the TOWNSHIP wishes to assist its residents in disposing of certain household electronic items that are recyclable, but that cannot be recycled through curbside pickup

WHEREAS, on the _____ day of _____ 2010 the TOWNSHIP will conduct a "1 day Recycling Event", pursuant to which the TOWNSHIP will invite residents to bring those recyclable electronic items that cannot be disposed of through curbside pick up to **LOCATION TBA**, for collection to be refurbished and/ or properly recycled by VINTAGE TECH; and

WHEREAS, the Recycler is engaged in the business of collecting electronic items for reuse/ and recycling purposes while following all existing local, state, and federal laws and regulations.

NOW, THEREFORE, in consideration of the forgoing promises and covenants contained herein as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the TOWNSHIP and VINTAGE TECH, the TOWNSHIP and the VINTAGE TECH agree as follows:

DEFINITIONS: The following definitions shall be used for this Agreement:

APPLIANCES:

LARGE APPLIANCES / WHITE GOODS - shall mean items that fall under the classification of appliances, including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls). Items such as refrigerators, freezers, ranges, water heaters, air conditioners, humidifiers, and other similar domestic and commercial large appliances as defined by 415 ILCS 5/22.28.

SMALL APPLIANCES – shall include all blenders, fans, microwaves, toasters, toaster ovens and miscellaneous small items with a cord or computer chip.

CATHODE RAY TUBES GLASS – shall mean a cathode ray tube (CRT) glass video display component of an electronic device (usually a computer or television monitor).

COLLECTION TRAILER – shall mean a metal box with doors, similar to a shipping container or a semi-trailer. It shall vary in length and shall contain pallets and Gaylord boxes to be filled with electronic items.

COVERED ELECTRONIC DEVICES (CED) – Electronic products for which manufacturers receive full credit under the 2008 Illinois Electronics Recycling and Reuse Act that includes: Computers (including laptops), Computer Monitors, Televisions and Printers discarded through the residential waste stream only.

ELIGIBLE ELECTRONIC DEVICES (EED) –shall mean the following devices: mobile phone, computer cable, mouse, or keyboard; stand alone fax; MP3 players; PDA; video game console; video cassette player/recorder; DVD player; zip drive or scanner. These are devices eligible for credit to the manufacturers through State of Illinois Environmental Protection Agency rules.

MANUFACTURER – shall mean electronics manufacturers responsible for recycling or refurbishing E-Waste under the Illinois 2008 Electronic Products Recycling & Reuse Act, (415 ILCS 150/1 *et seq.*) with rules governed by the State of Illinois Environmental Protection Agency.

PALLET – shall mean a flat means of transport, usually made of wood or plastic, that can be lifted with a forklift.

PROCESSING – shall mean any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse or recycling.

RESPONSIBLE RECYCLING PRACTICES – shall mean a set of guidelines for accredited certification programs to assess electronics recyclers’ environmental, worker health and safety, and security practices, to be known as R2 upon completion of development by the U.S. EPA.

SCHEDULED COLLECTION DAY – shall mean the specific Drop-off site to receive electronic collection service from VINTAGE TECH.

SECTION 1: SCOPE OF SERVICES

VINTAGE TECH agrees to accept, process, and market electronic equipment collected by the TOWNSHIP through its public recycling program in accordance with all existing laws and regulations. Items to be collected, processed, and marketed include:

- (1) “Covered Electronic Devices (CEDs)”, including computers, computer monitors, televisions, and printers.
- (2) “Eligible Electronic Devices (EEDs)”, including mobile telephones; computer cable, mouse or keyboards; facsimile machines; MP3 players; portable digital assistants; video game consoles; video cassette recorders/players, digital video disk players, or similar devices; zip drives, and scanners.
- (3) Other electronic devices such as microwave ovens, telephones, stereos, radios, and small household appliances will carry a fee of .15 cents per pound if accepted in this agreement. These items will carry no charge in the event they are not advertised for and still arrive at the event.

VINTAGE TECH cannot accept large appliances (including air conditioners, stoves, refrigerators, freezers, etc.) or household hazardous waste (including paint, cleaners, etc.).

VINTAGE TECH shall, after removing such Electronics Items from the aforementioned location, undertake Erasure and then legally dispose of the Electronic Items and Small Appliances by using Responsible Recycling Practices, and may collect and retain any compensation paid for said Electronics Items and Small Appliances to be recycled.

The Recycler shall take possession of, remove and dispose of Electronic Items and Small Appliances at no cost to the TOWNSHIP. Large appliances will not be accepted.

SECTION 2: RESPONSIBILITIES OF BOTH PARTIES for COLLECTION EVNETS

- A. TOWNSHIP will...
- a. Conduct all promotion and advertisement for the collection events;
 - b. Provide the location and dates for each event;
 - c. Provide any volunteers needed to survey participants for data research;
 - d. Supply Signage directing participants to the site;
 - e. Provide traffic cones to direct traffic on-site;
 - f. Supply dumpsters for disposal of litter, and other waste on the premises of the event
- B. VINTAGE TECH shall...
- a. Accept all consumer electronics collected from governmental entities and the general public at the collection event that can be placed in a container for off-site processing;
 - b. Supply all Gaylord boxes, pallets, shrink wrap, tape, and/or other similar containers to sort materials on-site, as necessary;
 - c. Supply sufficient labor and freight to enhance event efficiency.
 - d. Follow all R2 practices to responsibly recycle all equipment

VINTAGE TECH shall, after removing all Electronics Items from the aforementioned location, undertake Erasure and then legally dispose of the Electronic Items and Small Appliances by using Responsible Recycling Practices, and may collect and retain any compensation paid for said Electronics Items and Small Appliances to be recycled.

VINTAGE TECH shall take possession of, remove, and dispose of Electronic items, and if Small Appliance items are received at the event there will be no additional cost to the TOWNSHIP. However, these items should not be advertised as accepted items. Large appliances will not be accepted.

SECTION 3: REPORTING

Within thirty (30) days of delivery, VINTAGE TECH will provide the TOWNSHIP with a detailed summary of the amount (pounds) of material processed. The materials will be categorized into four categories: monitors, computers, televisions, and miscellaneous.

SECTION 4: METHOD OF PAYMENT

The TOWNSHIP agrees that this program offers electronic recycling to all residents referred to above under the agreement that this program is budgeted cost VINTAGE TECH shall submit invoices for services rendered, as specified above, to:

Charges for the event are as followed:

- VTR labor is a free of charge to the TOWNSHIP
- VTR box trucks are free of charge to the TOWNSHIP
- 53' semi trucks free of charge to the TOWNSHIP
- All packing materials (gaylords, shrink wrap, tape, cardboard, etc) will be provided to the TOWNSHIP free of charge

Invoices shall be payable no later than Thirty (30) days from approval by the TOWNSHIP in accordance with the Illinois Local Government Prompt Payment Act.

SECTION 5: CHANGES

The TOWNSHIP or VINTAGE TECH may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the TOWNSHIP and VINTAGE TECH shall be incorporated only in written amendments to this Agreement.

SECTION 6: HOLD HARMLESS

VINTAGE TECH agrees to assume all risk of loss and to indemnify and hold the TOWNSHIP, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of VINTAGE TECH's or its subcontractor's negligent or intentional acts or omissions.

VINTAGE TECH further agrees to maintain adequate insurance against such risks. VINTAGE TECH's shall carry public liability, casualty and auto insurance in sufficient amount to protect the TOWNSHIP from liability for acts of VINTAGE TECH. Please see appendix A, Certificate Liability Insurance.

VINTAGE TECH also assumes full responsibility for and shall indemnify TOWNSHIP for all loss or damage of whatsoever kind and nature to any and all TOWNSHIP property resulting from the negligent acts or omissions of VINTAGE TECH or any employee, agent, or representative of VINTAGE TECH or its subcontractor. VINTAGE TECH shall do nothing to prejudice TOWNSHIP right to recover against third parties for any loss, destruction of, or damage to TOWNSHIP property, and shall upon request and at TOWNSHIP expense, furnish to TOWNSHIP all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of TOWNSHIP in obtaining recovery.

SECTION 7: TERMINATION

This Agreement may be terminated at any time by the TOWNSHIP or VINTAGE TECH, upon material breach by either party, upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, the obligations of VINTAGE TECH under Section 6 above shall survive and not be affected by any termination of this Agreement or by its expiration. In the event of such termination, the parties will be paid for services performed or amounts due for material processed up to the date of such termination and not thereafter.

SECTION 8: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the TOWNSHIP and VINTAGE TECH arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Will County. Each party shall be responsible for its own attorney's fees and costs.

SECTION 9: SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the TOWNSHIP and VINTAGE TECH respectively and their partners, successors, assigns, and legal representatives. Neither the TOWNSHIP nor VINTAGE TECH shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Name:
Title:
Date: _____

Karrie Gibson
President
Vintage Tech Recyclers, Inc.
Date: _____

Memo

To: Board of Trustees
From: Christopher Ronse
Date: 1/3/2011
Re: Network Equipment Warranty Renewal

Technical Analysis

The Information Technology Department is looking to renew the Cisco SmartNet (warranty) Agreement on our core networking equipment. The core networking equipment is the switches and firewalls that are the backbone for the Township's network. If there were to be a failure in any one of these pieces of equipment, it would caused be a major network outage in the Township. Cisco SmartNet allows for us to have this equipment repaired or replaced in case of failure. The equipment covered in the agreement is as follows:

- Core Firewall- The hardware that sits between the Township's network and the Internet and blocks unauthorized access to the Township's network while allowing authorized communications between the Township and the Internet.
- Core Switch (Municipal)- The switch that it located at the Municipal Building, This switch handles all network connections from all departments. Also, this is the switch were all of the Townships core business applications are attached.
- Core Switch (Court/Senior/Cable)- This switch is located the Court/Senior/Cable building and is responsible for connecting that building back to the rest of the Township Network.
- Core Switch (DPW)- This switch is located the DPW building and is responsible for connecting that building along with the Fire Department and all substations back to the rest of the Township Network.

It is my profession opinion that we renew our SmartNet Agreements with Cisco. These devices are the core of the Shelby Township data network. Attached are three competitive quotes. I recommend purchasing through Netarx, LLC because they have the lowest price.



Netarx, LLC
Dept 771393
P.O. Box 77000
Detroit, MI 48277-1393
877-9NETARX

Quote	Q523524
Date	1/4/2011
Page	1

Bill To:

Charter Township of Shelby
 52700 Van Dyke
 Shelby Township, MI 48316-3572

Ship To:

Charter Township of Shelby
 52700 Van Dyke
 Shelby Township, MI 48316-3572

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SHELMI04	Patrick Rotary		PER CSA		29606
Quantity	Item Number	Description	List Price	Unit Price	Extended	
1.0000	2071461.CSCC	SHELBY TWP SMARTNET RENEWAL END OCT 2011	\$5,558.00	\$5,002.20	\$5,002.20	

The foregoing is acceptable to and agreed to by
 Charter Township of Shelby

By _____ Date _____
 Name (printed) _____

Subtotal	\$5,002.20
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$5,002.20

SMARTnet Pricing Quotation**SHELBY TOWNSHIP**

Sub Totals:	\$ 5,002.20
--------------------	--------------------

Item Name	Serial Number	Contract Number	Service Level	SMARTnet Part Number	Begin Date	End Date	Qty	SMARTnet Each	SMARTnet Extended
CISCO2811	FTX1240A3P9	NEW	SNT 8x5xNBD	CON-SNT-2811	23-Oct-2010	22-Oct-2011	1	\$ 378.00	\$ 378.00
CISCO2811	FTX1240A3NQ	NEW	SNT 8x5xNBD	CON-SNT-2811	23-Oct-2010	22-Oct-2011	1	\$ 378.00	\$ 378.00
ASA5510-BUN-K9	JMX1240L1KN	NEW	SNTE 8X5X4	CON-SNTE-AS1BUNK9	23-Oct-2010	22-Oct-2011	1	\$ 490.50	\$ 490.50
WS-C3560-24PS-E	FDO1237X0JJ	NEW	SNTP 24X7X4	CON-SNTP-356024PE	23-Oct-2010	22-Oct-2011	1	\$ 547.20	\$ 547.20
WS-C3560-24PS-E	FDO1236Y3CK	NEW	SNTP 24X7X4	CON-SNTP-356024PE	23-Oct-2010	22-Oct-2011	1	\$ 547.20	\$ 547.20
WS-C4506	FOX1233GRUK	NEW	SNTP 24X7X4	CON-SNTP-WS-C4506	23-Oct-2010	22-Oct-2011	1	\$ 2,661.30	\$ 2,661.30



The Right Technology.
Right Away.™

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
WHG8300	10449020	1/03/2011

B
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L
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T
O
CHRIS RONSE
52700 VAN DYKE AVE
CHARTER TOWNSHIP OF SHELBY
SHELBY TOWNSHIP, MI 48316-3539

S
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T
O
CHARTER TOWNSHIP OF SHELBY
52700 VAN DYKE AVE
CHRIS RONSE
SHELBY TOWNSHIP, MI 48316-3539
Contact: CHRIS RONSE 586-803-2064

Customer Phone # 5868032064

Customer P.O. # CISCO

QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUSTIN KURPUIS 877-213-7338	ELECTRONIC DISTRIB	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	1669644	CISCO SMARTNET 8X5XNBD NON-INC Mfg#: CD2-CON-SNT-2811 Contract: MARKET	428.92	857.84
1	1669706	CISCO SMARTNET 8X5X4 NON-INC Mfg#: CD2-CON-SNTE-AS1BUNK9 Contract: MARKET	555.60	555.60
2	1812371	CISCO SMARTNET 24X7X4 NON-INC Mfg#: CD2-CON-SNTP-356024PE Contract: MARKET	618.44	1236.88
1	1669827	CISCO SMARTNET 24X7X4 NON-INC Mfg#: CD2-CON-SNTP-WS-C4506 Contract: MARKET	3012.44	3012.44
			SUBTOTAL	5662.76
			FREIGHT	.00
			SALES TAX	.00

TOTAL	US Currency 5,662.76
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CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 847-968-1521

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Business
800.625.9866

Platform: PC Mac All Advanced Search

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SHOPPING TOOLS

HARDWARE

SOFTWARE

NETWORKING

STORAGE

ACCESSORIES

SERVICES

4 items in cart
Subtotal: **\$6,459.70**
[Saved Carts](#)
[View Cart](#) | [Checkout](#)

Smart Shopping

- Our Top Brands
- Vendor Showcase
- Special Feature
- TechDepot Email
- Business Services
- Clearance
- Environment
- Procurement

My Orders

- Order Tracking
- Saved Carts
- Purchase History
- My Catalog
- My Account
- My Orders

Customer Care

- Customer Support
- Purchasing Options
- Returns Information
- Shipping Policies
- Mail In Rebate Forms
- FAQs
- Contact Us
- Guarantee

Product Finders

- Memory Finder
- Supplies Finder
- Notebook Finder
- PDA Finder
- Desktop Finder
- Connectivity Wizards
- Compare Center

Shopping Cart

QTY	SKU	DESCRIPTION	STOCK	TOTAL
<input type="text" value="1"/>	S4870022	Cisco SMARTnet Premium extended service agreement - 1 year	Backorder	\$3,455.95
<input type="text" value="2"/>	S4623165	Cisco SMARTnet Premium extended service agreement - 1 year	Backorder	\$1,407.90
<input type="text" value="1"/>	S4434342	SMARTNET 8X5X4 ONSITE-AS1SBK9	Backorder	\$627.95
<input type="text" value="2"/>	S4531491	Cisco SMARTnet extended service agreement - 1 year	Backorder	\$967.90

[Update Total](#)

Subtotal: \$6,459.70

SELECT SHIPPING METHOD

Shipping is free or not applicable.

Sales tax will be applied to shipping addresses located in applicable states. More Info
 The tax amount represented is based on the most current information available, how ever the final tax amount charged to your account is not calculated until your order is accepted.
 Shipping addresses located in CA may be assessed an Electronic Waste Fee at final checkout. For more information click here

Lease for as low as **\$219.44** a month

[To Checkout](#)

SELECT PAYMENT METHOD

Credit Card

Enter Email Address

Your email address becomes your unique username and is used for order and shipment confirmation.

Why do we ask for your email address? [Click here.](#)

[CONTINUE CHECKOUT](#)

[Continue Shopping](#)

May we suggest...

Microsoft Office 2008 for Mac Home and Student Edition - complete package	\$147.95	Buy!
Microsoft Office 2008 for Mac Home and Student Edition - complete package	\$147.95	Buy!
Microsoft Office 2008 for Mac Home and Student Edition - complete package	\$147.95	Buy!
HP 90W Docking Station - docking station	\$160.95	Buy!
HP 90W Docking Station - docking station	\$160.95	Buy!
HP 90W Docking Station - docking station	\$160.95	Buy!
HP 90W Docking Station - docking station	\$160.95	Buy!
HP 230W Docking Station - docking station	\$272.95	Buy!
HP 230W Docking Station - docking station	\$272.95	Buy!

SAVED CARTS

Saved Carts = Saved Time!
 Save time during future visits with our saved shopping cart feature! Once you've logged in to your e-Account, you can bring your personal shopping cart to checkout and click on "Save" to store the information with us. During future visits, your saved shopping carts can be quickly and easily retrieved! [Click here to log in.](#)



Business Leasing is offered through and subject to approval by USXL Equipment Finance. Leasing rate is based on 36 months, two advanced payments, and the current Fair Market Value. Leasing option is open to businesses/institutions only. Consumer leases are **not** accepted. Some restrictions may apply depending on the state the equipment will be located.



If you have an offer code for a special discount or promotion, [click here](#) to enter it before continuing through checkout.

NOTE:

In an effort to reduce the size of the on-line agenda packet, the bids are not included; however, the bids are available for review at the Clerk's Office.

Memo

To: Shelby Township Board of Trustees
From: David Conklin, Library Director
Date: January 5, 2011
Re: Photocopier contract recommendation.

I respectfully recommend that the Board accept the photocopier quote provided by Priority Office Solutions (of Shelby Township). Their quote had the least expensive purchase price and when combined with their monthly service agreement of three years, their price remained the lowest of all bidders by over \$800.

I've attached a spreadsheet of the RFQ results for your review.

Background Information

The Library currently has two single sheet/single vend coin-op photocopiers for public and staff use. Both machines frequently jam requiring interruptions of regular staff work. Further more, the problem with the machines often require them to be placed out of service until a repairman can be scheduled (1 to 2 days on average). This down time inhibits patron & staff ability to complete routine photocopying tasks.

Additionally, the current single vend coin-op machines can only accommodate 1 copy at a time. This means that for each copy a patron makes they have to put in \$.10 and then press copy. This is in stark contrast to modern multi-vend coin-ops which can tally larger amounts of money and dispense multiple copies with one transaction.

The new machines also include automatic feed, duplex and sorting which will shorten both patron and staff photocopying time.

The Library's current lease is expiring on February 3, 2011.

This request is \$14,002.00 less than the approved budgeted amount of \$22,000 for this expense.

Thank you for your time and consideration of this request.

Shelby Township Library Photocopier & Vending RFQ Results

Vendor	City	Copier Description	Unit Cost	Vend Description	Unit Cost	Total Unit Cost	Total Cost for 2	Maitenance Description	rate	aprox. monthly usage	monthly cost	3 Year Cost	Other costs	3 Year Total
Priority Office Solutions	Shelby Twp.	Kyorcera KM-3035	\$3,999.00	ACDI EZVend	incl	\$3,999.00	\$7,998.00	Monthly	\$0.01500	4,000	\$60.00	\$2,160.00		\$10,158.00
J&J Digital Solutions	Taylor	Ricoh Aficio MP 3351SP	\$5,019.00	Jamex 6557	incl	\$5,019.00	\$10,038.00	Monthly	\$0.00650	4,000	\$26.00	\$936.00		\$10,974.00
Premier Business Products	Troy	Toshiba E-Studio 305	\$5,177.00	n/a	incl	\$5,177.00	\$10,354.00	Monthly	\$0.00790	4,000	\$31.60	\$1,137.60		\$11,491.60
Canon Business Solutions	Farmington Hills	Canon Image Runner 2530	n/a	n/a	n/a	n/a	\$9,500.00	Monthly	\$0.01520	4,000	\$60.80	\$2,188.80		\$11,688.80
ACR Business Systems	Luna Pier	Canon Image Runner 2530	\$3,499.00	M6500	\$1,313.00	\$4,812.00	\$9,624.00	Monthly	\$0.01500	4,000	\$60.00	\$2,160.00		\$11,784.00
Sterling Office Systems	Farminton Hills	Sharp MX-M363u	\$4,051.00	Jamex 6557	\$1,675.00	\$5,726.00	\$11,452.00	Monthly	\$0.00900	4,000	\$36.00	\$1,296.00		\$12,748.00
Xerox Corp	Southfield	Xerox W5135T	\$3,739.00	n/a	\$2,350.00	\$6,089.00	\$12,178.00	Monthly	\$0.01290	4,000	\$51.60	\$1,857.60		\$14,035.60
Prime office Innovations	Shelby Twp.	Kyocera TASKalfa 420i	\$4,495.00	Jamex 6557	\$1,995.00	\$6,490.00	\$12,980.00	Monthly	\$0.00900	4,000	\$36.00	\$1,296.00		\$14,276.00
Modern Business Machines	Troy	Konica Minolta Bizhub 363	\$4,274.75	Jamex 6557	\$2,217.50	\$6,492.25	\$12,984.50	Monthly	\$0.01030	4,000	\$41.20	\$1,483.20		\$14,467.70
Digial Document Store	Milford	Xerox WorkCentre 5030	\$3,650.00	Xerox	\$2,350.00	\$6,000.00	\$12,000.00	Monthly (+\$20)	\$0.00890	4,000	\$55.60	\$2,001.60	\$800.00	\$14,801.60
Global Office Solutions	Novi	CopyStar CS 420I	n/a	Jamex 6557	n/a	n/a	\$14,015.45	Monthly	\$0.00600	4,000	\$24.00	\$864.00		\$14,879.45
Metro Imaging	Sterling Heights	Sharp MX-M363n	\$5,627.00	ACDI EX2000	\$2,047.00	\$7,674.00	\$15,348.00	Monthly	\$0.00900	4,000	\$36.00	\$1,296.00		\$16,644.00
Mc-Neal O Brien Team	Southfield	Lanier LD533SP	n/a	Jamex 6557	n/a	n/a	\$20,095.00	Monthly	\$0.01500	4,000	\$60.00	\$2,160.00		\$22,255.00
Reprographices One	Livonia	No Bid	n/a	n/a	n/a	n/a	n/a	n/a	n/a	4,000	n/a	n/a		n/a

Memo

To: Shelby Township Board of Trustees
Cc: Lisa Suida, Human Resources
From: David Conklin, Library Director
Date: January 5, 2011
Re: Library Advisory Commission Appointment

I respectfully request the Board's consideration to the appointment of Joanne Allen to the Library Advisory Commission. Joanne would replace outgoing Commissioner Robert Kearis. His current term of office expires on January 16, 2011. If appointed, Joanne would serve a five year term expiring on January 18 2016. A copy of her application follows for your review.

Thank you for your time and consideration of this request.

Memo

To: Clerk Terri Kowal-w/attachments

CC: Tom Monchak, Appraiser Supervisor / Assessing Department

From: Richard H. Stathakis, Supervisor

Date: January 7, 2011

Re: Agenda – Board of Trustees Meeting – January 18, 2011
Board of Review - Member Appointment(s)

In concurrence with the recommendation of the Assessing Department Appraiser Supervisor, I request that the Board of Trustees approve the reappointments and/or appointments of the following individuals to serve as Regular Members or Alternate Members of the Board of Review.

RHS/amp

P:AgendaJan2011BoardReviewApt

Memo

Date: January 5, 2011

To: Richard Stathakis, Supervisor

From: Thomas D. Monchak, Appraiser Supervisor

Re: Agenda Item – Board of Trustees Meeting – January 18, 2011
Member Appointment(s) to the Board of Review

Mr. Stathakis,

Below I have listed the names of eight people that I recommend for appointment as members of the Shelby Township Board of Review pursuant to the requirements of the General Property Tax Act (including returning, new, and alternate members). Members would serve a 2 year term with an expiration date of December 31, 2012.

Of the eight applicants, five have previously served on the Board of Review. I have spoken with all of the applicants to discuss the requirements and expectations of this Township appointment. Therefore, I request that the Township Board of Trustees appoint the following individuals to serve as regular members of the Board of Review.

Returning Members

Anthony Gianfermi
Russell Matika
James V. Hering
Julie Elward

New Members

Herman E. Everhart
Vincent A. Bernardi

In addition to the regular members, I recommend the following two people to serve as alternate members of the Board of Review:

Returning Alternate Member

Robert Kogelmann

New Alternate Member

Kristen Arnold

Memo

To: Clerk Terri Kowal-w/attachments

From: Richard H. Stathakis, Supervisor

Date: January 12, 2011

Re: Agenda – Board of Trustees Meeting - January 18, 2011
Reappointment to Downtown Development Authority

Please include on the Agenda the reappointment of Bill Hellebuyck to serve as a Member of the Downtown Development Authority for a 4 year term.

RHS/amp

P:AgendaJan11ReAptDDAHellebuyck

INFORMATIONAL ITEMS – BOARD MEETING – 1-18-2011

- 1. Minutes – Regular Meeting of the Charter Township of Shelby Historical Committee held on Thursday, December 9, 2010**

- 2. Minutes – Regular Meeting of the Charter Township of Shelby Fire and Police Pension and Retirement Board held on Tuesday, December 14, 2010**

- 3. Minutes – Regular Meeting of the Charter Township of Shelby Sidewalk Committee held on Tuesday, December 14, 2010**

MINUTES OF THE REGULAR MEETING OF THE CHARTER TOWNSHIP OF SHELBY HISTORICAL COMMITTEE HELD THURSDAY, DECEMBER 9, 2010 IN THE ANDREWS SCHOOLHOUSE, ON SHELBY TOWNSHIP MUNICIPAL GROUNDS, 52650 VAN DYKE, SHELBY TOWNSHIP, MICHIGAN.

The meeting was called to order at 6:30 p.m. by Chairperson Dick Mason.

Members Present: Dan Lehman, Hilary Davis, Ken Frank, Dick Mason

Members Absent: Rita Hirsch, JoAnn Burgess

Guests: Rick Mayer, 49318 Sheridan Ct., Shelby Twp., MI
Audrey Frank, 6769 Donnybrook, Shelby Twp., MI

CORRESPONDENCE

Dick Mason reported that he responded to miscellaneous requests for information. The committee has also received an invitation for comment regarding a proposed cell tower at 24 Mile and Shelby Roads. This request has been taken care of. There is a second request for an existing tower on Mound Road proposing the tower be raised. Mr. Mason stated that he would respond to that request as well.

APPROVAL OF MINUTES

Vice Chairman Lehman presented the minutes of the October 14, 2010 and November 10, 2010 meetings for approval.

MOTION by Hilary Davis, supported by Ken Frank, to approve the minutes from October 14th.

Motion carried.

MOTION by Hilary Davis, supported by Dan Lehman, to approve the minutes from the November 10th meeting.

Motion carried.

COMMITTEE REPORTS

Historic Resource Survey (Davis)

Hilary Davis stated that there was a demolition permit pulled for a garage on Auburn Road, but it was maybe a 1950's building. Mr. Mason commented that the Country Tavern is now gone. This topic was briefly discussed.

Publicity (Lehman)

Dan Lehman reported that an article is due February 23rd for the *Shelby News Worth Knowing* summer issued. He plans to write about the Shelby History book and inquired what was going on with it. Ms. Davis replied that there will be a book signing at Barnes and Noble on December 11th from 1:00 – 3:00. There will be another on January 22nd at Borders from 1:00 – 3:00. An Arcadia sales representative will also be offering the book to various Shelby Township businesses for sales stock. Shelby Library Director Dave Conklin has also said that he will contact the publisher on behalf of the Friends of the Library to find out about purchasing copies at a discount and selling them at retail as a fundraiser. The initial release is a little over 1,000 books with a lifetime max of 5,000.

Cemeteries (Mason)

Dick Mason reported that he is seeing what appears to be a pattern of slow destruction at Curtis Cemetery. For example, there is one Civil War marker that often has flowers placed by it that has been twisted on its base. The Boy Scout put a lot of time into the grounds. The police department has agreed to check on the cemetery, but it's easy to hide in there when a police car is going by. Discussion took place regarding this topic.

Packard Proving Grounds (Davis)

Mr. Mason inquired whether the Farmers' Market was still going on. Ms. Davis replied that it was stopped early because the Engineering Building was to be dedicated for car storage. It is closed up for the winter and decorated for the holidays.

Webmaster (Lehman)

Dan Lehman reported that there have been 5,274 page views so far this month. He is now listing upcoming events on the front page. Dick Mason commented that he likes having the link to the aerial map on the front page.

Photo Archiving (Hirsch)

There was no Photo Archiving report.

UNFINISHED BUSINESS

Springhill Farm

There was not Springhill Farm report.

Andrews Schoolhouse

Chairman Mason reported that the schoolhouse was opened for Christmas. He and Hilary Davis greeted at least 70 visitors, who really enjoyed the displays. Ms. Davis commented that they need a sign requesting visitors not bring food or drink in.

NEW BUSINESS

Mr. Mason reported that the committee's budget has been cut to \$1,000. He stated that reviewed their expenses from last year to try to determine their annual expenses. Discussion took place regarding this topic. Ms. Davis suggested they could limit requests from residents for historic markers to two a year, and they wouldn't be able to do state markers at all anymore. Regarding the markers, Mr. Mason inquired whether Erma's Frozen Custard has contacted the committee. They have not.

BILLS

Dan Lehman presented a bill for webhosting. Discussion took place regarding the best way to request reimbursement for webhosting and other ongoing charges that Mr. Lehman pays with his charge account. It was decided to reimburse the \$4.95 monthly webhosting fee on a monthly basis from petty cash in the future.

MOTION by Hilary Davis, supported by Ken Frank, to pay Dan 8 months' of webhosting fees at \$4.95 per month, \$39.60.
Motion carried.

Dick Mason announced that Rick Mayer has donated a cabinet and TV for DVDs to be played on. Mr. Mason also has a laser printer that he would consider donating for printing brochures.

Mr. Lehman presented a bill for the committee's 6 month subscription to Ancestry.com in the amount of \$89.95.

Mr. Mason commented that adding this item to the list of regular charges that the committee incurs accounts for \$850 of the \$1,000 they have been allotted for 2011.

Dick Mason reported that the committee has received a donation from Denise Mellott of Shelby Township. It is a roster of monies paid by Utica Community Schools beginning in 1866. It belonged to her grandfather, Frederick Reinas. Mrs. Frank commented that the committee also has copies of photographs from Mrs. Mellott's wedding in the Hope Chapel.

MOTION by Hilary Davis, supported by Ken Frank, to adjourn the meeting at 7:10 p.m.
Motion carried.

The meeting was adjourned at 7:10 p.m.

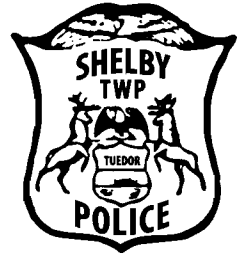
/ks



Charter Township of Shelby

Fire & Police Pension & Retirement Board

6345 23-MILE ROAD
SHELBY TOWNSHIP, MI 48316
(586) 731-5102 • FAX (586) 726-7227



Matt Stachowicz
President

Mark Semaan
Secretary

Members:
Joseph Lentine
Paul Viar
Jerome Moffitt

MINUTES OF THE REGULAR MEETING OF THE CHARTER TOWNSHIP OF SHELBY FIRE AND POLICE PENSION AND RETIREMENT BOARD HELD ON TUESDAY, DECEMBER 14, 2010 AT FIRE STATION #1, 6345 23 MILE ROAD, SHELBY TOWNSHIP, MICHIGAN.

The meeting was called to order at 5:15 p.m. by Chairman Matt Stachowicz.

Members Present: Matt Stachowicz, Mark Semaan, Jerome Moffitt

Members Absent: Joseph Lentine, Paul Viar

Also Present: Brian Brice, Merrill Lynch, The Brice Group
(participated via conference call)

APPROVAL OF MINUTES

The Pension Board asked that approval of the October 18 and November 15 minutes be postponed until the January 24, 2011 meeting.

TREASURER'S REPORT

Mr. Brian Brice, via conference call, reviewed the Treasurer's Report for the month ending November 30, 2010. The beginning market value was \$49,551,256. There were distributions during the month totaling \$265,296. Interest and dividends credited during the month totaled \$98,058. Net losses during the month totaled \$194,218 with an ending market value of \$49,189,801.

A summary of the pension payments made during 2010 is reflected at the bottom of the Treasurer's Report.

Mr. Brice advised that the market value as of December 13 is \$50,139,336. The asset allocation is 67.0% in equities with a target of 65.0%. Fixed income is also in line with the target at 33.0% vs. the 35.0%.

Mr. Semaan asked Mr. Brice if this report reflects any taxes collected this month. Mr. Brice responded yes. Mr. Semaan questioned if we did really well or if we had some income coming in. Mr. Brice advised this is market appreciation and/or income collected and not contributions.

Mr. Moffitt asked Mr. Brice if we automatically re-balance or does he need directive to re-balance. Mr. Brice responded a motion or action by the Board would be required in order to re-balance.

Mr. Brice briefly highlighted pertinent information contained in the Investment Performance Results as of November 30, 2010.

MOTION by Moffitt, supported by Semaan, to accept the Treasurer's Report, as presented,
Motion carried.

It was agreed that the next Pension Board Meeting will be held on January 24, 2011 at 5:00 p.m. at Fire Station #1, 6345 23 Mile Road.

OLD BUSINESS

Mr. Semaan distributed a copy of an e-mail that he received from Lewis Thumm, the Pension Board Attorney. This e-mail is in response to Mr. Semaan's inquiry with regard to the Administrative Fees in the amount of \$33,564.66 being charged the Pension Board by Financial Management. The breakdown of this bill is as follows - 2009 lock box fee - \$1,828.66; 2009 administration fee - \$10,268; 2010 administration fees - \$18,468.00. After Mr. Thumm reviewed the letter from Financial Management together with the supporting documentation, he said there is no way that the Pension Board should be paying that bill. The Pension Board is only responsible to pay the Township for items that we would normally in the course of business contract with someone to do for us. According to Act 345, the Pension Board is supposed to contract to have audits done. Since they perform an audit of our system, we are usually responsible for paying for this service. We have been paying approximately \$3,000 per year for audits.

MOTION by Semaan, supported by Moffitt, to direct Lewis Thumm, Pension Board Attorney, to draft a letter to the Township Board, for review by the Pension Board, stating our reasons why we are not going to pay the bill from Financial Management representing administrative fees in the amount of \$33,564.66.
Motion carried.

Mr. Moffitt asked that Financial Management be contacted to provide a breakdown of this bill. A copy will be forward to Mr. Thumm by the Pension Board. Mr. Semaan agreed to contact Kathleen Moore in the morning.

Discussion followed among the members.

Mr. Semaan advised that he sent out bills to the Bidus' for their share of the second actuarial report reflecting their retroactive pay increase. Mrs. Bidus' correspondence was returned stating that it was "undeliverable". She changed her address without informing us. He will do research.

Mr. Semaan updated Mr. Moffitt with regard to the Sharron Mack issue. She hired an attorney because she didn't agree with the reduction in her benefit. Her letter was forwarded to Mr. Thumm. He reviewed the correspondence and stated that he didn't agree with her attorney's findings. Mr. Thumm said the Pension Board should collect what she was overpaid and he cited statutes to support his opinion. The Pension Board will continue collecting the amount due until her attorney takes us to Court. Any fees from our attorney relating to this matter will be charged back to Sharron Mack. The entire amount owed to the Pension Board will be recouped in about eight years.

NEW BUSINESS

There was nothing to report.

APPROVAL OF BILLS

\$3,331.25 - Merrill Lynch – 3rd quarter consulting fee
\$ 50.00 - MAPERS Membership Renewal Fee

MOTION by Moffitt, supported by Semaan, to pay the bills.
Motion carried.

Mr. Moffitt questioned receipt of the committee application for David Diegel. Mr. Semaan advised that no application is on file.

Mr. Stachowicz reminded the members that the next Pension Board meeting will be held on January 24, 2011 at 5:00 p.m. at Fire Station #1.

MOTION by Moffitt, supported by Semaan, to adjourn.
Motion carried.

The meeting adjourned at 5:40 p.m.

Mark Semaan, Secretary

MINUTES OF THE REGULAR MEETING OF THE CHARTER TOWNSHIP OF SHELBY
SIDEWALK COMMITTEE HELD ON TUESDAY, DECEMBER 14, 2010 IN THE BACK
OF THE BOARD ROOM, 52700 VAN DYKE, SHELBY TOWNSHIP, MICHIGAN.

The meeting was called to order at 5:05 p.m. by Chairman Richard Batchelder.

Members Present: Richard Batchelder, Mary Lou Weitzel, Mary Beth Zinn,
Ray Breederland and Craig Cowper

Member Absent: Brent Freeman (arrived at 5:07 p.m.), Paul Viar (arrived at
5:22 p.m.)

Also Present: Glenn Wynn, Township Planner

APPROVAL OF MINUTES

Ms. Weitzel mentioned the adjournment motion needed to be changed to reflect Ms. Weitzel supporting the motion rather than Ms. Zinn.

MOTION by Breederland, supported by Weitzel, to approve the minutes of the November 9, 2010 meeting as amended.

Motion carried.

BUSINESS FROM THE FLOOR/VISITOR

There was no discussion held on this item.

ENGINEER'S REPORT

Mr. Batchelder received a call from Ms. Vaglica and she will not be attending the meeting tonight.

Mr. Batchelder met with Ms. Vaglica along with Mr. Viar at the 24 Mile Road stream crossing. Ms. Vaglica felt it would be difficult to obtain the necessary permits and stream flow calculations from the DEQ to extend the tubes. She further mentioned that the simplest way to do this would be to construct a bridge.

Mr. Cowper questioned if she gave a cost estimate for the bridge. Mr. Batchelder stated that she mentioned \$30,000 for a prefabricated bridge (steel truss bridge similar to Mound Road). Further costs for permits and site work would cost an additional \$12,000 to \$15,000. If we decide to pursue the project, they would give us a final quote at that time.

Mr. Batchelder stated that there is approximately 150' of sidewalk which would need to be installed at the west end of the bridge that ties into the subdivision. On the east side there is approximately 50'. He has not checked with the Township as to who owns the property. We may have to obtain easements at that site.

Mr. Breederland also visited the site and suggested a 4' high chain-link fence near the culvert. Between the fence and the guardrail you could install a 5'-7' concrete walkway. He thinks this would also be suitable at West Utica Road at Plumbrook.

Mr. Freeman mentioned that this site has already been studied and the engineers have recommended a bridge.

Mr. Wynn mentioned that this might be an alternative worth suggesting to Ms. Vaglica to consider especially with the cost savings.

Mr. Batchelder will contact Ms. Vaglica to discuss this option with her.

Mr. Freeman further clarified that if Ms. Vaglica has already recommended a bridge at this site the chances of her changing that would be slim.

TOWNSHIP PLANNER'S REPORT

Mr. Wynn met with Mr. Joe Youngblood, PRM Director regarding the Recreation Plan which is updated every five years in order to qualify for grants. He suggested that the Sidewalk Committee, Planning Commission and the Recreation Committee participate in brainstorming ideas for the plan. This will probably begin after the first of the year at the Nature Center. He will give the committee an outline before the next meeting.

Further discussion was held regarding reaching out to the community through the internet with Google, Nixle and Facebook (Terri Kowal/Joe Youngblood) for additional suggestions to help widen the scope.

Mr. Breederland questioned Mr. Wynn a few months ago about a 22 Mile Road gap. Mr. Wynn will follow-up on that. There is an apartment complex on 22 Mile Road just east of Shelby Road which had a deferral for sidewalks. The corner has now been developed so we can bring sidewalks to the apartment complex. Mr. Viar questioned if the developer would be liable for the cost. Mr. Wynn stated absolutely.

NEW BUSINESS

Review of Township Priority Meeting –

Mr. Freeman reported on the Township Priority Meeting which was held at Cherry Creek. During the meeting they asked for priorities, among which were sidewalks. There were 20-30 projects mentioned and sidewalks came in 10th.

Mr. Batchelder felt that there was strong support for sidewalks. The attendees were given stickers to vote on what priorities each wanted. There were about eighteen citizens in attendance. The trail system also came up as one of the priorities. Mr. Wynn stated he didn't feel it rated as high as the sidewalks.

Mr. Viar commented that the attendance at the meeting represents only a small portion of the entire population of the Township.

DNRE Grant Money –

Mr. Batchelder stated in the Detroit News under the community section he noticed that the City of Novi received \$437,500 in an MDR Grant from a trust fund to transform landing property into a public park. Mr. Wynn believes this money is available every year from the State as it gets monies from oil and gas leases that are part of a revolving fund. You need a Recreation Plan to access these funds. We have received money for Mae Stecker Park and the Nature Center through that funding.

Mr. Wynn will check on the funding cycle and report back to the committee.

Reevaluation of Priority List -

Mr. Batchelder spoke with Mrs. Moore, Finance Director and learned the Board has given the committee a budget of \$100,000 to work with for next year. She recommended that the committee give the Board our priority list immediately on what we would like to accomplish next year.

A lengthy discussion was held regarding certain items on the list. It was decided that it would be best to have the engineer give a full update on these items when she is present.

Mr. Batchelder stated he will meet with Ms. Vaglica to do a thorough overview of the list to have at the next meeting.

Mr. Wynn will invite Mr. Crumm, Planner from Macomb County and Joe Youngblood, PRM Director to attend the next meeting.

OLD BUSINESS

There was no discussion held on this item.

CORRESPONDENCE

Mr. Freeman mentioned a letter was sent to Supervisor Stathakis regarding the use of the Township sidewalks and wondered if anyone from the committee received a forward of that letter. It was determined that no one had.

ADJOURNMENT

MOTION by Breederland, supported by Viar, to adjourn.

Motion carried.

The meeting adjourned at 5:47 p.m.

Richard Batchelder, Chairman

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