Regular City Council Meeting

January 10, 2022 Agenda

7:30 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes: December 13, 2021

Approval of Bills Approval of Agenda Consent Agenda

- 1. 2022 City Council Meeting Schedule
- 2. Lake Street Cruise-In 2022
- 3. Board of Review Retirement Gary Beasley
- 4. Board of Review Appointment Judy Seybert
- 5. Budget Amendments

Public Comment

Discussion - Downtown

Fire Chief Report Police Chief Report

I. Unfinished Business

II. New Business

- 1. Administration Building Renovation Presentation
- 2. Emergency Purchase of New Lift Station Pump for the Trotter's Point Lift Station
- 3. Purchase of SCBA Equipment from Apollo Fire Equipment
- 4. SRO Agreement South Lyon Community Schools
- III. Budget
- IV. Public Comment
- V. Manager's Report
- VI. Council Comments
- VII. Adjournment

^{*}Please see reverse side for rules of conduct for public comment at City Council meetings*

Rules of Conduct for Public Comment at Council Meetings*

Members of the public may speak at a Council meeting upon recognition by the Mayor. Public comment may only occur during periods designated on the agenda for public comment or a public hearing. A person may speak for up to two (2) minutes during each of the two public comment periods on agenda items or non-agenda items. Waivers of the time requirement may only be granted in the discretion of the Mayor, and waivers to speak at a time other than a designated comment period may only be granted by the Council. Any person wishing to make a presentation longer than two minutes or requiring audio-visual equipment is asked to contact the City Clerk requesting to appear on a future agenda.

A person may only address Council from the podium. Only one person may occupy the podium at a time. All remarks are to be directed to the Mayor and Council. Speakers are not to engage in direct dialog with other meeting attendees.

Any person who violates the Rules of Conduct, disturbs the peace at the meeting, and/or interferes with the meeting may be warned, ordered to be seated, removed, and/or ticketed.

*This summarizes Council Resolution 04-18. Complete Rules, including guidelines for considering waivers, are available in the Council Chambers and from the City Clerk.

City of South Lyon Regular City Council Meeting December 13, 2021

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

Mayor Pelchat led those present in the Pledge of Allegiance

Roll Call: Councilmembers: Dilg joined the meeting from South Lyon MI, Kurtzweil joined the meeting from South Lyon MI, Councilmember Kivell joined the meeting from South Lyon, MI and Kennedy joined the meeting from South Lyon MI, Mosier joined the meeting from South Lyon MI, and Hansen joined the meeting from South Lyon MI.

Also present: City Manager Zelenak, Attorney Hamameh, Chief Sovik, Deputy Chief Weir, DDA Director Mack, Finance and Benefit Administrator Tiernan, and Clerk/Treasurer Deaton

MINUTES

Councilmember Kivell stated on page 3, he made the motion for the CDBG funds, not Kennedy.

CM 12-1-21 MOTION TO APPROVE THE MINUTES AS MENDED

Motion by Kennedy, supported by Dilg

Motion to approve the minutes as amended for the November 22, 2021 Council meeting

VOTE:

MOTION CARRIED UNANIMOUSIA

BILLS

CM 12-2-21 MOTION TO APPROVE THE BILLS AS PRESENTED

Motion by Kivell, supported by Kenned

Motion to approve the bills as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

AGENDA

Councilmember Kurtzweil stated she would like to add item #3 under New Business for discussion relating to extending the performance deadline for 135 E Lake Street

CM 12-3-21/MOTION TO ADD #3 AGENDA ITEM UNDER NEW BUSINESS

Motion by Kurtzweil, supported by Rivell

Motion to add #3 under New Business for discussion relating to extending the performance deadline for 135 E Lake Street

VOTE:

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

- 1. Consider cancelling December 27th City Council Meeting
- 2. Motorfest 2022

CM 12-4-21 MOTION TO APPROVE CONSENT AGENDA

Motion by Kurtzweil, supported by Kennedy

Motion to approve the consent agenda as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT- No public comment was made

DDA- Informational meeting in compliance with PA 57 of 2018

Downtown Director Nate Mack made a brief powerpoint presentation which can be viewed on our website in its entirety. *slides are attached* Mr. Mack stated the purpose is to comply with Michigan PA57 of 2018, which offers guidance for DDA's. He stated DDA meets the second Thursday at 8:00 a.m.

The Board of Directors are made up of a mix of downtown business owners, downtown residents, business owners and property owners. He then explained the DDA is mainly funded by tax increment financing which means it captures of an increase of property tax value over the base year the DDA was established which in South Lyon was 2001 and this is due to building investments, building rehabilitations and inflation. As property values rise, the DDA captures the increase in value and invests those funds back into the district. He further explained the revenue of the DDA. As of June 30, 2021 they collected \$48,496.00 and they also collected Farmers Market sponsor vendor fees and grant funds in the amount of \$20,177.00 He then explained the DDA expenditures as of June 20,2021 which consisted of the Famers Market, operating expenses seasonal improvements as well as other things, made a combined total of \$34,411.00 He then stated the DDA philosophy utilizes the four point approach by Main Street America which is organization, design, promotion and economic vitality. He then explained the four-point approach in more detail. He then stated the city had many events in 2021 such as Ladies Night, Farmers Market, Downtown Trick or Treating and the car shows which the residents really supported. Mr. Mack stated the Farmers Market was very successful this year despite some big changes such as Tim Davids no longer being the market manager, although due to his hard work at the beginning of the year, there was an increase in sponsorship dollars. Councilmember Kivell asked for an example of a miscellaneous expense because it appears to be 14% of the expenditures. Mr. Mack stated he believes there was something that was paid with that line item from the previous budget year. Councilmember Hansen thanked Nate for all his work with advancing our community and bringing the events to our downtown. He then asked what efforts is the DDA doing to let the downtown business owners know of the events and engage them so they are knowledgeable and aware of upcoming events. He then asked what Council could do to let the downtown business owners be aware of the events. Mr. Mack stated they engage on their Facebook page, as well as an email list he has of all the business owners downtown and before events he will send out a mass email to let them know of upcoming events. He stated Council does a great ob showing support for the events and by coming to the events. Councilmember Kurtzweil asked why the delinquent real property tax levy was so high for the 2019-2020. Councilmember Dilg stated she would like the DDA Board to consider a way to keep residents downtown after the event, such as the parade. She stated a lot of the shop's downtown were still open, but it seemed everyone left downtown after the parade.

DISCUSSION Downtown

Downtown Director Nate Mack stated the Holiday Spectacular went very well, even though they had to make some adjustments because the schools were closed. There were people walking back and forth through the downtown throughout the day. He spoke with some shop owners and they said they had a very busy day. He then stated if we try getting people to stay downtown after the parade is something we will be looking at. We will have a wrap up meeting later this week. He then recognized a core group of people that committed many hours of their time for the event, such as Melissa Borgman, Tanya Nevitt, Linda Ross, Larry Ledbetter, Annie Vuillemot and Ron Borgman. He then stated Dayna Johnston did a great job with the parade. He met weekly with all of them and it couldn't have happened without them and he thanks them. He then stated the Director for the South Lyon Recreation Authority has submitted her resignation and this affects the Farmers Market partnership we were going to enter into with SLARA, therefore we have posted the Farmers Market Manager on ZipRecruiter until January 8th, and we will hire that person in the same capacity as the previous Market Manager. He then stated the DDA Board met last week and discussed the Farmers Market as well as joining a focus group with the South Lyon Community Schools on January 27th.

FIRE CHIEF REPORT

Deputy Chief Weir stated the graphics for the new F150 is completed and it is now in service and scheduled to get lights and sirens installed, but they are backordered about 4 weeks. He stated the jeep it is replacing will have the lights and sirens removed and we will post it for sale in the next month or two. We had a busy weekend with the weather, there were 2 fallen trees that damaged houses along with a number of downed power lines. DTE has been working to get everyone's power back on. He then reminded everyone to go to a hardware store and purchase carbon monoxide detectors, we are getting into the season and they can save your life just as much as a smoke detector can. He then thanked the city for involving them with the lighted parade, and they delivered Santa to McHattie Park and the firefighters enjoy being involved in that.

POLICE CHIEF REPORT

Chief Sovik stated Dectective Tim Raap was given the Officer of the Year ward for 2021 and he has been with the city for 22 years. This is his first time through the detective bureau and he has done an outstanding job, and his work ethic is impeccable. He stated the generator project should be completed soon. He stated they had their Christmas party on December 6th and they discussed the year 2021 and about things they can improve on and things that went well. They also talked about some budget requests. He then stated he met with the school administrators individually to reassure them of their commitment and that safety is our priority. He stated the Police Department will continue to do as we have been with showing a presence at the arrival and dismissal of school and doing walk throughs. We had an officer assigned to the schools on Monday and Tuesday. He further stated they met with the schools to discuss an agreement to have a school resource officer. They were thankful. He then stated we received a \$500.00 donation which brings us to \$4,600 for the memorial foundation. He further stated they raised almost \$1,600 for the Wigs for Kids program and he thanked the city council members for their donations. Chief Sovik stated the Police Department partnered with Biggby Coffee on Sunday the 11th for a few hours and they provided \$1.00 per each item they sold during that time and they raised \$600.00 during that short time. He further stated it was really busy and he thanked them for partnering with them. He then stated he received 2 checks from MMRMA for grants for the in house cameras and for the tasers they purchased. They are expecting another one shortly. He then stated last week was pretty stressful with the Oxford incident and it hit close to home and affected us more than we thought. We had good discussions and we have accreditation requirements that are coming due this month. Lieutenant Baaki's father passed away, so there has been a lot going on. We haven't had that much stress or pressure that he can remember. He reminded everyone of the employee assistance program that people can take advantage of if anyone needs to talk to someone. Chief Sovik stated he received a call from the Superintendent of South Lyon Schools and they discussed having an officer in the middle schools. He contacted the City Manager to let him know. He then met with the Superintendent and he wanted to have an officer in the schools as soon as possible. They spoke about the responsibilities and the compensation the schools will pay to the city. As of now we have a tentative verbal agreement while the written contract is being written. He further stated they will pay wages, salaries, benefits and everything that comes with that for the remainder of the school year. He further stated we do have an Officer in Millennium and Centennial currently. He stated they were fielding calls last week and it was very busy. He further stated we did some investigating and they sent the results to the prosecutor's office for review. He stated we have taken Officer Walton off the road and he is between the middle schools. He further stated he will be back acting as Detective while the schools are closed for break. He then stated we had to take Detective Raap and put him back on the road to cover Officer's Walton spot. Our resources are short. Back in 2008 we had 18 officers and in 2009 we lost one, then in 2014 we had one retire. We have been doing a lot more with a lot less. He further stated we have one Officer that is dedicated to working on the accreditation process. Now that we have another officer that will be dedicated to the schools and an officer goes down with a disability, we are going to be very shy on covering the shifts. It was his plan for the next budget year to request a new full time Officer to assist or takeover for the officer for the accreditation. We need to act sooner than later. He stated he has discussed the numbers with Patricia, and the funds we will be receiving from the schools is more than enough to cover the cost of bringing that person in. Councilmember Kivell asked if MMRMA is rewarding the city at all for the accreditation

process. Chief Sovik stated they are not. We are looking into a large grant through the MACP. We will be applying for a large grant to use for some of the things that were purchased. Councilmember Kivell asked about the CSX Crossing. Chief Sovik stated 2 hours is unacceptable. He stated we used to be able to fine them, but we can't anymore. We do have some train sticks to prop the arms up, but we still have to stand there and watch for a train to come. He further stated CSX doesn't like us doing that, but they know we have to. Councilmember Kurtzweil stated she finds it is interesting the department is strapped for personnel and some of it is self-imposed. You are now taking an Officer and putting them into the school district and we are losing a detective. She stated the issue has never been about putting one of our officers in the school district, but the issue is financial responsibility. The clash of the ideology of who is responsible for carrying the cost. She has and will argue that is the school districts responsibility and it should come out of their budget. She wants to make sure the cost will be covered by the schools. She wants to make sure every item in the Police contract is covered by the schools because again, we are losing a detective. She then stated it should come out of their budget. She further stated the schools asked the voters for a tenth of a billion-dollar bond which they got. While they are getting a new pool and Astro turf, their priority should be safety in the schools. Chief Sovik stated he has spoken with Paul and Patricia and we have taken all benefits and insurance into account for the cost to charge the schools. He further stated we do want to continue the working relationship with the schools and we feel an obligation to participate. We will have to negotiate again for next year, but we are currently working on a contract for covering the remainder of the school year. Councilmember Kurtzweil stated the schools need to get their act together and cover this cost as a line item in their budget. They need to be responsible for the safety of the children. She further stated in the past we have had senior citizens in Colonial Acres that are getting taxed to death and now they've got a tenth of a billion-dollar bond they are now paying and the city will be asking for a bond for roads, and property taxes are increasing. She further stated the schools are getting tens of thousands of dollars from the state. She further stated Salem, Green Oak, Northfield will not kick in. She further stated they should be paying for the school resource officer, and they need to use that person. She further stated if any of the cost for the SRO is in our budget, she will not vote for it. Chief Sovik stated he will continue to discuss this around budget time and if we have complaints by the teachers or the administration we investigate and it necessary it goes to the prosecutor's office. Further discussion was held with regarding the cost of the SRO and the school's responsibility. Councilmember Hansen stated he isn't going to discuss the budget for the city and the school regarding the protection of our students and kids. He further stated the positive nature of what the South Lyon Police Department is doing, he commended the PD for offering gun locks to residents that may not have gun locks. Chief Sovik stated this initiative started years ago, and they have hundreds of cases of locks and they will never turn anyone away. Councilmember Kennedy stated he understands that he has worked with Patricia and he has the cost of the officer and his salary and benefits as it currently stands. He then stated the total obligation goes to the schools which is where it should be. He then asked if we don't have a signed contract, we may be hiring a new person for moreason. We need to make sure they are going to pay for that individual before we backfill that position. He then asked when we put someone in the schools, it could be a junior officer or the most senior officer. Chief Sovik stated most of our officers are at top pay. Officer Walton was in the school before 2008 until it got pulled due to budget cuts, and they are covering his expense for the rest of the school year. He further stated he is still looking to backfill the position for the officer that is now working on the accreditation full time. He stated they will continue to have discussions with the superintendent. Councilmember Kivell stated the real issue is equity, the full school district should be paying their fair share. He further stated Chief Sovik must be feeling confident on the return investment for the accreditation for the community. He asked if it is driven for a lack of liability or does it enhance the skill set of the officers they already hold. Chief Sovik stated with the police reform coming down, we need to have the best policies, practices and guidelines in place to reduce liability. This program ensures we are heading in the right direction and it will allow us to gain federal funding in the future. If we aren't accredited, we may not be eligible for all federal funds. He further stated it will also help with lawsuits and as long as we have the best practices, there will be very few lawsuits. Transparency is another reason we need to be accredited. There are many requirements to ensure the PD is performing at their best. Councilmember

Kivell stated that makes sense, and it seems this is a very expensive enterprise to get people trained and it does seem as though it will be a positive for us. Councilmember Dilg asked if an officer is accused of doing something wrong while they are an SRO in a school and there is a lawsuit, they are still a city employee. Chief Sovik stated yes, if anything happened, we would contact an outside a company for the investigation. He also stated he thinks the school would be involved as well, because he would also be an employee of the school. Attorney Hamameh stated he would be a South Lyon an employee and normally they would be hired through the school district as an independent contractor, but she hasn't seen the proposed contract. She further stated when she reviews contracts, we always check with MMRMA for their analysis to incorporate into whatever agreement so we'll do whatever we can to protect the city. Councilmember Kurtzweil stated you need to have an indemnification and let the school pay for the city's defense.

UNFINISHED BUSINESS- None

NEW BUSINESS

1. Parks and Recreation Master Plan

Kelly McIntyre of CIB Planning discussed the parks and recreation master plan through 2022-2026. This is the official document that will be used to guide the decisions made regarding the parks in the city. She stated the plan meets the state standard guidelines which is necessary to apply for grants. We will now have a public hearing after having it available for minimum 30 days for the public to investigate the draft plan. Hannah Smith of CIB Planning then gave a brief powerpoint presentation. *Please see attached* She then explained the DNR now have updated guidelines and the 2016-2021 plan has been updated to meet those guidelines. She explained the recreation inventory reflects each park and the map reflects the parks as well as a detailed table that reflects the amenities that are offered. She stated one of the biggest changes in the requirements is the accessibility of the parks. It requires a detailed accessibility assessment to meet ADA standards and each one is rated based on the grading system. She further stated each park must be assigned a score. Ms. Smith explained that they did have public input. To do so we distributed the surveys online, as well as at different subdivisions and at City Hall. She stated we had 160 responses. Ms. Smith then explained the goals and actions that are a part of the master plan, such as providing facilities that meet needs, and improve maintenance and operations. She further explained having an action plan that reflects the short term, midterm, and long-term goals. She then stated they have the supporting documentation such as the survey responses, accessibility checklist, public input, notices, meeting minutes and the resolution. She then stated we are planning to submit the plan to the DNR in February of 2022. Councilmember Kivell stated on page 21, the man describes the parks available to the community, but there is 2 miles of bike paths that aren't accounted for in the plan. The potential for getting grant monies for them, it seems it would be in our best interest to have it accounted for. The path that runs north/south across the eastern border of the water treatment plant and goes down to 8 Mile by Volunteer Park, and by South Street, by Mill and onto Andover Creek Park. He further stated they are not on the list of parks. He is surprised it was over looked. Ms. Smith stated we built off of what was on the previous plan, so it may not have been included in that plan either. It is helpful to include as much as possible.

PUBLIC HEARING

Mayor Pelchat opened the public hearing at 8:47 p.m.

No public comment was made.

Mayor Pelchat closed the public hearing at 8:48 p.m.

Discussion was held regarding the process for adopting the resolution and adding the bike paths. Ms. McIntyre stated we can add it and bring it back to Council in January, or we could accept the resolution for the master plan now, and we can still add the trails. City Manager Zelenak stated a correction on the map doesn't change anything in the master plan, it is just making a correction that shows existing pathways. Mr. Russell stated by adopting this plan, it keeps us moving forward to the deadline and providing the narrative and map of the trails

and we can always add an amendment. City Attorney Hamameh stated the city could move forward with the resolution and have a note that it was noted and then, if necessary, later there could be an amendment made.

CM 12-5-21 MOTION TO APPROVE PARKS AND RECREATION MASTER PLAN 2022-2026

Motion by Kivell, supported by Hansen

Motion to approve the resolution 03-21 for the Parks and Recreation Master Plan 2022-2026 as discussed during the meeting

ROLL CALL VOTE:

Mosier- Yes
Kurtzweil- Yes
Dilg- Yes
Kivell- Yes
Kennedy- Yes
Hansen- Yes
Pelchat- Yes

MOTION CARRIED UNAMMOUSLY

2. Opioid Opt-In

City Manager Zelenak stated after several years of negotiation, two nationwide settlements have been reached against the 3 largest pharmaceutical distributors, and the settlements require the distributors to pay up to \$21 billion dollars over 18 years. The City of South Lyon's eligible to participate in the settlements. The settlement information reflects that the city will receive approximately .0259 percent of the 15% allocation, which is approximately \$31,000.

CM 12-6-21 MOTION TO APPROVE RESOLUTION OPEN IN TO THE NATIONAL OPIOID LITIGATION SETTLEMENT

Motion by Dilg, supported by Kennedy

Motion to approve the resolution opting in to the national opioid litigation settlement

ROLL CALL VOTE:

Kennedy-Yes
Hansen-Yes
Dilg-Yes
Mösier-Yes
Kurtzweil-Yes
Kivell-Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

3. Extending agreement with 55 E Lake

City Manager Zelenak stated he has spoken with Dan Schwegler regarding the work being completed on 135 E Lake Street. He further stated Council approved a resolution for a tax abatement, but it stated the work had to be completed by December 31, 2021. The owner shared with him that not everything will be completed and he is asking Council to extend until June 30, 2022. He is hoping it will be quicker than that but unfortunately due to the labor force issues, and the lack of product, he hasn't been able to complete the job. He believes he will be able to complete it early in 2022. He further stated he has already made a very large investment in the property and this would just be an amendment to the original tax abatement.

CM 12-7-21 MOTION TO EXTEND COMPLETION DATE TO JUNE 30, 2022 FOR 135 E LAKE

Motion by Kennedy, supported by

Motion to extend the tax abatement construction completion date from December 31, 2021 to June 30, 2022 for the property at 135 E Lake Street

ROLL CALL VOTE:

Kennedy-Yes

Hansen- Yes
Kivell- Yes
Kurtzweil- Yes
Dilg- Yes
Mosier- Yes
Pelchat- Yes
MOTION CARRIED UNANIMOUSLY

BUDGET- No discussion was held

PUBLIC COMMENT- No public comment was made

MANAGER'S REPORT

City Manager Zelenak thanked Dan Schwegler for sitting through the meeting waiting for his agenda item. He then stated at an upcoming meeting we will be discussing work that we will be participating in with the schools at the administration building. We will be outlining the costs of the bid. He then stated we applied for a federal grant for work on Pontiac Trail and we just found out we will be receiving just over a million dollars with a matching portion of approximately \$400,000 as part of the Federal Aid Program. He then reminded Council to provide him their list of goals and objectives for the 2022-2023 budget. City Manager Zelenak stated he received information from the County regarding the paving of Dixboro which is going to be a 5-million-dollar project and is projected to be done in 2030 and we would be expected to pay approximately 20%.

COUNCIL COMMENTS

Councilmember Kurtzweil wished everyone a Merry Christmas and she is looking forward to 2022 and the thing about Christmas is that for some people it won't be the same for some people due to recent events and it isn't about what is under the tree, it is about what you gave to put under someone else's tree and it is about giving.

Councilmember Kennedy wished everyone a Merry Christmas, a Happy Hanukkah, a Joyous Kwanza or, in the words of Jerry Stiller from the Seinfeld Show and I quote, "A Happy Festivus for the rest of us" Have a great holiday and a Happy New Year!

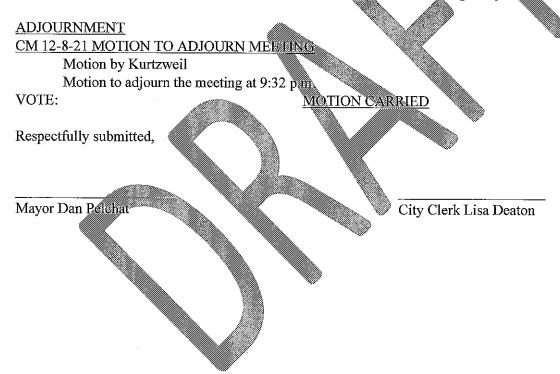
Councilmember Dilg stated she was happy to see the downtown businesses with all the shoppers and she hopes everyone remembers to shop local. She then thanked Dayna Johnston for the great job she did with the parade and how she dealt with all the changes that occurred. She then thanked all the teachers and the support staff, to have to go to work every day and not only keep it together for themselves, but to keep the children safe. With everything they had to deal with COVID and everything that is thrown at them and now having to deal with the shooting that was close to home, and now all the false threats. It worries her for the mental health of the school staff. She is personally sorry for the administrators, teachers, support staff, parents and children that have to have this as a reality every day. We all need to remember that and give them the grace they need to get by every day. She then wished everyone Happy Holidays.

Councilmember Kivell congratulated everyone involved with the Holiday Spectacular. It was great weather and he saw a lot of shoppers throughout the day and people were happy to see the parade. He is sorry the high schoolers couldn't participate, but everyone still enjoyed it. After the parade everyone moved down to the Historical Village for the rest of the entertainment. He then wished everyone Happy Holidays, it has been an odd year, and getting to this point has been a struggle for some.

Councilmember Hansen wished everyone a Merry Christmas, Happy Holidays and a Happy New Year. He is looking forward to seeing everyone in person in January. He further stated he was at the ribbon cutting at the Twisted Cork and it was great seeing city staff and council to welcome them to our community. He is very happy and looking forward to the new Italian restaurant coming in the summer.

Councilmember Mosier stated it was fun volunteering for the Holiday Spectacular and everyone needed it after the Oxford incident. She then thanked Dayna Johnston for all her work on the parade and everything really came together at the end.

Mayor Pelchat stated March 2020 everything hit the fan and this Council, the previous Council and city staff was able to pull it all together and navigate Zoom meetings. He then thanked terk Deaton and everyone involved, it has been a team effort. He is looking forward to meeting in person again. He then stated navigating the meetings with everyone on screen can be overwhelming and he thanked everyone. He further stated he doesn't normally miss city events, but he had his cousins wedding on Saturday and he thanked everyone that stepped in for him. He then thanked Dayna Johnston, the first responders and the historical village volunteers. Mayor Pelchat stated he will be taking on a new job, and he will be a new Dad between Christmas and New Years and it will be a surprise because they don't know the gender so they are calling it pancake for now. He then wished everyone a Merry Christmas and a Happy New Year and he is looking forward to seeing everyone in the new year.



01/04/2022 01:55 PM User: PATRICIA DB: South Lyon

REVENUE REPORT FOR CITY OF SOUTH LYON

Page: 1/2

PERIOD ENDING 12/31/2021

FINANCIAL REPORT FOR DECEMBER 2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 12/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL	FUND					
Revenues						
Dept 000.000		,		,	1	,
101-000.000-402.000	KEAL FROFERIT TAX	2,198,610.00	5,019,6/9.21	10,365.07	178,930.79	96.56
101-000:000-423:000	PAYMENT IN LIEU OF TAXES	00.001,1		92.00	00.08	
101-000,000-446,000	PENALTIES AND INTEREST	00	0	0	ő	0.00
101-000.000-451.000	BUILDING PERMITS	270,000.00	829.0	28,322,00	71.0	78.46
101-000.000-452.000	HEATING & PLUMB. REFG. PERMI	30,000.00		2,568.0	10,449.75	65,17
101-000.000-453.000	ELECTRICAL PERMITS	35,000.00	4,838	5,287.00	10,162.00	70.97
101-000.000-454.000	LICENSES & BUSINESS MISC.	2,000.00	415	155.00	585.00	70.75
101-000.000-528.000		250,000.00	ö	00.0	250,000.00	00.0
101-000.000-570.000		1,063,276.00	34,472.0	00.0	628,804.00	40.86
101-000.000-570.100	STATE REVS	100,000.00		00.0	(16,812.16)	116.81
101-000.000-600.000	BOARD OF APPEALS	1,350.00		ċ	450.00	66.67
101-000.000-600.100	REZONING FEES		0.009	100.00	(600.00)	100.00
101-000.000-630.000		1,50	9,910.9	13	ij	98.43
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	40,000.00	750.0	2,105.00	27,250.00	31.88
101-000.000-635.000	W & S ADMIN. CHARGES		0.0		٥.	0.00
101-000.000-642.000	POLICE	55,000.00	35,969,00	13,933.05	19,031.00	65.40
101-000.000-661.000	PARKING VIOLATION	150	40.0	⊣	110.00	26.67
101-000.000-662.000		15,000.00	0.	1,114.30	7,977.99	46.81
101-000.000-663.000	REFUND-(FOR COST OF ARREST)		0.0	0.00	00.0	0.00
101-000.000-664.000	INTEREST	15,500.00	ı.	0.13	14,989.41	3.29
101-000.000-664.200	PARK AND REC. INTEREST	00.0	00.0	00.0	0.00	0.00
101-000.000-664.700	INTEREST-MOBILE TOWER	00.0	00.0	0.00	00.0	00.0
101-000.000-665.000	INTEREST-TRANS.CEMETERY INTRE	00.00	00.0	00.0	00.0	00.0
101-000.000-665.200	INTEREST-TRANSFER FROM C&S	00.0	0.	0.00	00.0	0.00
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	100.00	10.40	00.0	09.68	10.40
101-000.000-668.000	RENTS & ROYALTIES	o.	0	00.00	0.0	00.0
101-000.000-668.200	RENTS AND ROYALITIES-CABLE	0.000	4,567		132.5	43.65
101-000,000-668.300	LEASEANTENNA	•	17,544.57	4,328.91	20,455.43	46.17
101-000.000-668.400		0	00.0	00.0	00.0	0.00
101-000.000-669.209	CONTRIBUTION-PERPETUAL CARE	49,500.00	00.00	•	49,500.00	00.0
101-000.000-673.000	SALES OF FIXED ASSETS	,000,	0	o.	10,000.00	0.00
101-000.000-674.400	FIRST RESPONDERS MONUMENT	0	4,958.00	•	(4,958.00)	
101-000.000-675.200	CONTRIBUTIONS-WINTER EVENTS	4,000.00	00.0	•	4,000.00	00.0
101-000.000-675.600	CULTURAL ARTS REVENUES	300.	00.00	٠	300.00	0.
101-000.000-675.800	Ĕ	7,500.00	0.00	٠	7,500.00	0.00
101-000.000-676.005	CONTRIBUTION TO PARKS & REC	00.0	00.0		00.0	٠
101-000.000-680.000	REIMBURSEMENT FROM HVA	0.00	۰.	•	00.0	
101-000.000-692.000	GRANT MONEY	0.0	0,	o,	0.00	0.00
101 000 000 604 200	DAKLAND TOGETHER CVT COVID FUNDING DAYME OF SIDEWAINS DV DESIDEW	C	00.00		0 (0 ;
101-000.000-004.500	FIMT: OF SIDEWALDS DI RESIDEN	•	ે.	/20.00	(/1/.00)	111.47

1024 11000 110						
		FINANCIAL REPORT FOR D	DECEMBER 2021			
GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 12/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL F	FUND					
Revenues						
101-000.000-694.400		00.0	00.0	00.00	0.00	00.0
101-000.000-698.000	-	75,000.00	11,437.76	780.19	63,562.24	15.25
101-000.000-698.100		4,500.00	(115.10)	0.00	4,615.10	(2.56)
101-000.000-698.200	144	5,800.00	1,959.07	105.77	3,840.93	33.78
101-000.000-698.210		1,950.00	00.0	0.00	1,950.00	00.00
101-000.000-698.220		00.000,09	21,286.00	00.0	38,714.00	35.48
101-000.000-698.230	O2	5,000.00	(11,134.00)	00.0		(222,68)
101-000.000-698.300	-	00.0	00.0	0.00		00.0
101-000.000-698.600		5,000.00	23,703.68	00.00	_	474.07
101-000.000-698.800	GRANT MONIES-POLICE DEPT.	5,000.00	0.00	0.00		00.00
101-000.000-698.900	GRANT MONIES-CULTURAL ARTS	00.0	00.0	00.0		00.00
101-000.000-699.000	TRANSFERS IN	00.0	0.00	00.0	0.00	0.00
101-000.000-699.209	TRANSFER IN FROM CEMETERY FUN	00.0	00.0	00.00		00.00
Total Dept 000.000		7,593,386.00	6,124,508.25	72,622.47	1,468,877.75	80.66
			1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			
TOTAL REVENUES		7,393,386,00	6,124,508,25	72,622.47	1,468,877.75	80.66
Fund 101 - GENERAL FL	FUND:		William Willia			
TOTAL REVENUES		7,593,386.00	6,124,508.25	72,622.47	1,468,877.75	90.08

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REVENUE REPORT FOR CITY OF SOUTH LYON PERIOD ENDING 12/31/2021

01/04/2022 01:55 PM User: PATRICIA DB: South Lyon

01/04/2022 02:16 PM	EXPENDITURE REPORT FOR CIT	FOR CITY OF SOUTH LYON		Page: 1/1	
User: FAIKICIA DB: South Lyon	PERIOD ENDING 12/	12/31/2021			
	FINANCIAL REPORT FOR DO	DECEMBER 2021			
GL NUMBER DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 12/31/2021 NORMAL (ABNORWAL)	ACTIVITY FOR MONTH 12/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND	T. C. ST. C. S. C.				
	0.00	0.00	0.00	00.00	00.00
200.000 - ADMINISTRATION	1,535,992.00	913,163.01	117,065.16	622,828,99	59,45
ı	144,910.00	61,657.94	9,115.75	83,252.06	42,55
ı	87,076.00	29,024.00	7,256.00	58,052.00	33.33
ı	2,884,688.00	1,473,504.52	204,697.72	1,411,183.48	51.08
1	1,008,331.00	645,758.76	42,794.17	362,572.24	64.04
ŕ	5,680.00	74.59	0.00	5,605.41	1.31
ı	1,025,197.00	459,681.99	85,886.59	565,515.01	44.84
1	320,493.00	113,901.61	30,292,48	206,591.39	35,54
ı	34,125.00	10,971.68	2,293.35	23,153.32	32,15
- 000	13,925.00	225.00	105.00	13,700.00	1.62
ı	2,975.00	500.00	00.0	2,475.00	16.81
820.000 - VETERANS MEMORIAL PROJECT	00.000.6	249.96	249.96	8,750.04	2.78
TOTAL EXPENDITURES	7,072,392.00	3,708,713.06	499,756.18	3,363,678.94	52.44
rund 101 - Genekal fond: Total Expenditures	7,072,392.00	3,708,713.06	499,756.18	3,363,678.94	52.44

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 12/31/2021

FINANCIAL REPORT FOR DECEMBER 2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 12/31/2021 NORWAL (ABNORWAL)	ACTIVITY FOR MONTH 12/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
PTREETS STREET	THE REPORTED					
_		000			c c	c
212.000 - ACCOUNTANT	TANT	5,600.00	4.690.00	00.0	910.01	23.75
1	STREET CONSTRUCTION	00.000,06	99,989,17	7	(6,989,17)	11111
ı	STREET-ROUTINE MAINT.	161,402.00	82,753.34	ြထ	78.648.66	51.27
1	TRAFFIC SERVICES	39,098.00	16,548.79	4,899,56	22,549.21	42.33
1	SNOW PLOWING	94,554.00	6,514.16	834.60	88,039,84	68.9
ı	SNOW REMOVAL	7,593.00	1,700.84	1,000,58	5,892.16	22.40
ī	TRANSFER BETWEEN FUNDS	100,000.00	00.0	00.0	100,000.00	0.00
491.000 - STORM SEWER	SEWER	7,942.00	4,230.11	508.84	3,711.89	53.26
TOTAL EXPENDITURES		506,189,00	216,426,41	34.422.87	289, 762, 59	42 76
) -
Fund 202 - MAJOR S	STREETS:					,
TOTAL EXPENDITURES		506,189.00	216,426.41	34,422.87	289,762.59	42.76
Fund 203 - LOCAL STREETS	TREETS					
	THE VALUE	00.00	0.00	0.00	0.00	0.00
ZIZ.OUU - ACCOUNTANI A51 000 - STREET CON	STREET CONSTRICTION	00.000.01	4,690.00	0.00	910.00	83.75
. 1	SIREET-ROUTINE MAINT.	143,202.00	4,106.17	11.229.53	10,843.83 54.127 69	62.71
1	TRAFFIC SERVICES		4,038.55	1,086.65	2,563,45	61.17
ı	SNOW PLOWING	75,382.00	5,636.77	1,623.63	69,745.23	7.48
ı	TRANSFER BETWEEN FUNDS	Ö	0	00.0	00.0	00.0
491.000 - STORM SEWER	SEWER	14,675.00	8,181.14	355,90	6,493.86	55.75
TOTAL EXPENDITURES	 	260,461.00	115,776.94	18,451.88	144,684.06	44.45
						;
Fund 203 - LOCAL STREETS:	TREETS:	100	70	, L	('
TOTAL EAFENDIIOKES		Z80,481.00	173,116.34	18,401.88	144,684.06	44.45
TOTAL EXPENDITURES - ALL FUNDS	- ALL FUNDS	766,650.00	332,203.35	52,874.75	434,446.65	43.33
				•		! - -

User: PATRICIA DB: South Lyon	PERIOD ENDING 12/31/2021	31/2021			
	FINANCIAL REPORT FOR DECEMBER 2021	ECEMBER 2021			
GL NUMBER DESCRIPTION	2021-22 AMEÑDED BUDGET	YTD BALANCE 12/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2021 INCREASE (DECREASE)	AVALLABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 592 - WATER & SEWER					
452.000	1,540,000.00	282,885.25	00.00	1,257,114.75	18.37
540.000 - WATER / REPAIR	150,470.00	37,928.07	7,083,61	112,541.93	25.21
550.000 - SEWER / REPAIR	179,824.00	36,374.50	6,829.00	143,449.50	20,23
555.000 - REFUSE COLLECTION	573,400.00	284,627.58	00.00	288,772.42	49.64
556.000 - WATER	1,830,477.00	558,162.99	114,106.69	1,272,314.01	30.49
557.000 - WASTEWATER	3,133,497.00	605,921.60	130,549.96	2,527,575.40	19.34
TOTAL EXPENDITURES	7,407,668.00	1,805,899.99	258,569.26	5,601,768.01	24.38
Fund 592 - WATER & SEWER: TOTAL EXPENDITURES	7,407,668.00	1,805,899.99	258,569.26	5,601,768.01	24.38

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

01/04/2022 02:17 PM

01/06/2022 12:57 PM

User: PATRICIA DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 01/10/2022 - 01/10/2022 JOURNALIZED

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Amount Check 3.55 53.89 53.89 8.50 12.05 2.09 13.60 716.00 5.68 34.99 464.00 8,533.32 2,000.00 3,013.05 5.59 1,236.36 21.34 677.18 4.26 12.58 11.89 1,237.12 375.00 93.75 2,018.90 10.20 1,580.00 14,593.50 900.00 37.44 183.17 2,170.85 Due Date 01/10/22 8195134130369 8195135230793 8195136241515 8195134130369 8195134130369 8195135530896 8195136131081 BATTERY REPLACEMENT FOR MOVIE SCRE 20391908-01 S-INV108257 9309092973 9309092973 9309092973 7416839-IN Invoice SI-120835 1-126402 21 - 36066614 70278 66615 66633 66615 00999 7436 66101 12995 11542 7436 7436 7436 Total For Dept 200.000 ADMINISTRATION QKFX BLACK 4, DUAL FOOT LOCK ON BL PLIERS 2PC SET MINI BULBS, BELT-POLY, OIL FILTER, QKFX BLACK 4, DUAL FOOT LOCK ON BL AIR GOVERNOR, PURGE VALVE, VALVE B E-2 EVALUATE PUMP THROTTLE, AIR SW 50 E-2 AIR TANKS LEAKING, EVALUATE BR OKFX BLACK 4, DUAL FOOT LOCK ON BL STRUCTURAL ENGINEERING FOR COLD WE OKEY BLACK 4, DUAL FOOT LOCK ON BL MINI BULBS, BELT-POLY, OIL FILTER, MINI BULBS, BELT-POLY, OIL FILTER, MINI BULB 2 PK, HEALIGHT-HALOGEN PARTS FOR T1, T10 & T8: TRLR CONN TURNOUT GEAR (3) COATS (3) PANTS GAS & DIESEL 11/11/21 - 12/13/21 FLEET OIL CHANGE OR MAINTENANCE Total For Dept 276.000 CEMETERY AQUAFLOW PLUS FIRE HOSE I 3/4" Total For Dept 300.000 POLICE Total For Dept 335,000 FIRE GARAGE DOOR OPENER REPAIRS E-2 EVALUATE ENGINE BRAKE CHECKS TO BE APPROVED 01/10/2022 L7-1 EVALUATE OIL LEAK CONCRETE DISPOSAL R7-1 LIGHT BULB Invoice Desc PLIERS 2PC SET PLIERS 2PC SET TOOLCAT REPAIR TIRES (4) ADHESIVE NORTHVILLE PARKS & RE Н DEVEN'S TECH SUPPLY I PHOENIX SAFETY OUTFIT CSI EMERGENCY APPARAT Z CSI EMERGENCY APPARAT EMERGENCY APPARAT EMERGENCY APPARAT EMERGENCY APPARAT DIUBLE EQUIPMENT INC. EMERGENCY APPARAT DEVEN'S TECH SUPPLY I DEVEN'S TECH SUPPLY I GREEN OAK TIRE, INC. TRANS-TEK TRANSPORT, DEVEN'S TECH SUPPLY ADVANCE AUTO PARTS LOPEZ ENGINEERING, ADVANCE AUTO PARTS CORRIGAN OIL CO. LAMSON PRODUCTS LAWSON PRODUCTS LAWSON PRODUCTS BECKWAY DOOR VICTORY LANE Vendor CSI CSI CSI CSI UNIFORMS & CLEANING ALLO COMMUNITY PROMOTIONS BUILDING MAINTENANCE PROFESSIONAL SERVICE VEHICLE MAINTENANCE OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE CONTRACTUAL SVCS PUBLIC WORKS Desc EQUI PMENT GAS & OIL Fund 101 GENERAL FUND Dept 200.000 ADMINISTRATION GĽ Dept 276.000 CEMETERY 101-276.000-740.000 101-276.000-740.000 Dept 440.000 DEPT. OF 101-200.000-880.000 101-300.000-863.000 Dept 300.000 POLICE 101-300.000-863.000 101-300.000-863.000 101-300.000-863.000 101-300.000-863.000 101-300.000-931.000 101-335.000-863.000 101-335.000-863.000 101-335.000-721.000 101-335,000-740,000 101-335.000-863.000 101-335,000-863,000 101-335,000-863,000 101-440.000-801.000 101-440.000-802.000 101-440.000-863.000 101-440.000-863.000 101-335.000-863.000 101-335.000-863.000 101-335.000-863.000 101-335,000-863,000 101-335,000-977,000 101-440.000-860.000 101-440.000-863.000 101-440.000-863.000 101-440.000-863.000 335.000 FIRE GI Number

01/06/2022 12:57 PM User: PATRICIA DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 01/10/2022 - 01/10/2022 JOURNALIZED OPEN CHECKS TO BE APPROVED 01/10/2022

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GL Number	GL Desc	CHECKS T Vendor	TO BE APPROVED 01/10/2022 Invoice Desc.	Invoice	Due Date	Amount Check	
Fund 101 GENERAL FUND Dept 440.000 DEPT. OF 101-440.000-863.000 101-440.000-863.000 101-440.000-963.000	PUBLIC WORKS VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE EQUIPMENT	FLEETPRIDE FLEETPRIDE LAWSON PRODUCTS AWAZON CAPITAL SERVIC	MODEL 40 MODULE STT (2), HOSE, DRY AIR DRYER PLIERS 2PC SET CENTRIFUGAL WATER PUMP, SOLO CUPS,	88107276 88370466 9309092973 1M6P-DYJY-HMHV		1	
			Total For Dept 440.000 DEPT. OF PU	PUBLIC WORKS		11,138.55	
Dept 690.000 PARKS AND RECREATION 101-690.000-801.000 PROFESSIONS 101-690.000-930.000 REPAIR MAIN 101-690.000-930.000 REPAIR MAIN 101-690.000-978.000 CAPITAL EQI	PROFESSIONAL SERVICE PROFESSIONAL SERVICE REFAIR MAINTENANCE REPAIR MAINTENANCE CAPITAL EQUIPMENT	JOHN'S SANITATION PERFORMANCE ENVIRONME STONE DEPOT LANDSCAPE ZERO WASTE USA, INC. RUSSELL DESIGN, INC.	PORTA JOHNS AND HAND SANITIZERS HAZARDOUS MATERIALS SURVEY & LEAD PELADOW (CALCIUM CHLORIDE FOR PARK BAGS FOR DGG WASTE STATIONS SCHEMATIC DESIGN LAFAYETTE PARK	I3965, I3966 26175 80482 453768 2721	01/10/22 01/10/22 01/10/22 01/10/22 01/10/22	435.00 2,385.00 734.25 315.18 2,500.00	
			Total For Dept 690.000 PARKS AND RECREATION	CREATION	ļ	6, 369.43	
Fund 280 DOWNTOWN DEV	280 DOWNTOWN DEVELOPMENT AUTHORITY		Total For Fund 101 GENERAL FUND		I	33,403.78	
Dept 000.000 280-000.000-740.200	SEASONAL IMPROVEMENTS	BRONNER'S COMMERCIAL	LED LIGHTS FOR POLES DDA	INV19180, INV19	01/10/22	264.12	
			Total For Dept 000.000			264.12	
1			Total For Fund 280 DOWNTOWN DEVELOPMENT AUTHORIT	MENT AUTHORIT	1	264.12	
Fund 592 WATER & SEWER Dept 556.000 WATER 592-556.000-727.000	R OFFICE SUPPLIES	ULINE	FILE CABINET, BOOKCASES (3), DESK	142791016	01/10/22	455 00	
592-556.000-740.000		CAPITAL SE	AL WATER PUMP, SOLO	1M6P-DYJY-HMHV	01/10/22	33.35	
592-556.000-740.000		ELHORN ENGINEERING CO		290450	01/10/22	4,656.00	
592-556.000~/40.000 F02-556.000-740.000	OPERATING EXPENSE	IDEXX LABORATORIES*	WVI20SBST-200, VESSELS W/ST AND SB	3097304842	01/10/22	185.40	
592-556,000-740,000		PARAGON LABORATORIES,	WAIER ANALISIS WATER ANALYSIS	43488-225157433488-225524	01/10/22	730.00	
592-556.000-740.000		PATRICK'S PLUMBING, I	BACKFLOW TESTING @ TUBE PLANT AND	81225, 81359	01/10/22	410.00	
592-556.000-740.000		ENTS HOLDINGS	HYDROCHLORIC ACID (2), ISOPROPANOL	160627	01/10/22	96.28	
592-556.000-740.000		BLUE	REPLACEMENT CAP FOR 35684, HACH BO	827194, 828134	01/10/22	81.05	
592-556.000-740.000		BLUE	HACH PHOSVER 3 POWDER PILLOWS (2)	816808	01/10/22	94.36	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK		810470	01/10/22	343.11	
592-338.000-740.000		CORPICAN OII CO	끡 로	815487	01/10/22	329.18	
332-338.000-880.000 593-556 000-863 000	GAS & OLD	COKKIGAN OLL CO.	GAS & DIESED IL/IL/ZI - 12/13/21	7416839-IN	01/10/22	5, 150.39	
592-556 000-863 000	VEHICLE MAINTENANCE			8195134130369	01/10/22	21.09	
592-538:000-883:000 592-556 000-863 000	VEHICLE MAINTENANCE	TAMEON DECEMBERS I	CAFT BLACK 4, DUAL FOOT LOCK ON BL	7436	01/10/22	15.30	
592-556.000-931.000	BUILDING MAINTENANCE	PROFESSIONAL PUMP INC		93090929 / 3 5075492	01/10/22	6.39	
				マケボウ こうつ	07/10/70	71.440.12	

Amount Check 4,346.65 2,524.74 5,115.20 867.02 218.71 256.50 573.75 229.50 1,225.00 3,167.96 3,491.64 190.00 33.35 41.90 455.22 14,959.46 24,380.88 184.11 1,004.42 39,340.34 Due Date 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 01/10/22 057 1M6P-DYJY-HMHV 0241-003751891 828134 RI 0376750-IN IN-2214337 IN-2216760 Invoice 142791016 142791016 142791016 21001082 9335734 827194, 417541 160627 810470 129217 129217 78382 78472 HYDROCHLORIC ACID (2), ISOPROPANOL PLANT SCREEN REMOVAL CONTAINER FILE CABINET, BOOKCASES (3), DESK CENTRIFUGAL WATER PUMP, SOLO CUPS, REPLACEMENT CAP FOR 35684, HACH BO PARTS TO REBUILD ACTI FLO HYDRO-CY FILE CABINET, BOOKCASES (3), DESK AMMONIA TESTS/REAGENT, PETRI DISH, HVAC QUARTERLY INSPECTION, BOILER HVAC QUARTERLY INSPECTION, BOILER FILE CABINET, BOOKCASES (3), DESK REPAIR/ADJUST DEWATERING AND GRIT Total For Dept 557.000 WASTEWATER Total For Fund 592 WATER & SEWER Total For Dept 556.000 WATER PEA PEBBLE FOR DRYING BED TO BE APPROVED 01/10/2022 WATER RESISTANT GREASE ALUMINUM SULFATE Invoice Desc. SILICA SAND PEA PEBBLE POLYMER POLYMER AMAZON CAPITAL SERVIC HAVILAND PRODUCTS COM MANLEY BROS. OF INDIA REPUBLIC SERVICES #24 STONE DEPOT LANDSCAPE STONE DEPOT LANDSCAPE KROPF MECHANICAL SERV KROPF MECHANICAL SERV OVERHEAD DOOR CO. WHI DUBOIS CHEMICALS INC DUBOIS CHEMICALS INC CHECKS REAGENTS HOLDINGS USA BLUE BOOK USA BLUE BOOK HUTSON, INC. Vendor ULINE ULINE ULINE MISCELLANEOUS EXPENSE MISCELLANEOUS EXPENSE BUILDING MAINTENANCE BUILDING MAINTENANCE BUILDING MAINTENANCE OPERATING EXPENSE EXPENSE OPERATING EXPENSE OPERATING EXPENSE EXPENSE OPERATING EXPENSE OPERATING EXPENSE EXPENSE OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE CONTRACTUAL SVCS OFFICE SUPPLIES OPERATING OPERATING OPERATING Desc ĞĪ Dept 557.000 WASTEWATER Fund 592 WATER & SEWER Dept 556.000 WATER 592-556.000-962.000 592-557.000-727.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-740.000 592-557.000-802.000 592-557.000-740.000 592-557.000-740.000 592-557.000-931.000 592-557,000-931,000 592-557.000-931.000 592-557.000-962.000 GL Number

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 01/10/2022 - 01/10/2022

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DB: South Lyon

User: PATRICIA

Page: 4/4	Amount Check	33, 403, 78 264, 12 39, 340, 34 73, 008, 24
<u>ದ</u>	Due Date	
·	Invoice	HOR
INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 01/10/2022 - 01/10/2022 JOHNALIZED OPEN OPEN CHECKS TO BE APPROVED 01/10/2022	Invoice Desc.	Fund Totals: Fund 101 GENERAL FUND Fund 280 DOWNTOWN DEVELOPMENT AUTHOR Fund 592 WATER & SEWER Total For All Funds:
INVOICE G	Vendor	Fur
ма 1	GL Desc	
01/06/2022 12:57 PM User: PATRICIA DB: South Lyon	GL Number	

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

01/06/2022 12:56 PM User: PATRICIA DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON

CHECK DATE FROM 12/16/2021 - 01/06/2022

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Page:

DB: South Lyon	yon			110110001100110011001		
Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
Bank 01 GEN	FUND CHECKING					
12/16/2021 12/16/2021 12/16/2021 12/16/2021	83570 83571 83572 83572	0157 4376 MISC MISC	STATE OF MICHIGAN RED WING BUSINESS ADVANTAGE ACCOUN SPECIALIZED POWER SERVICES INC. SPECIALIZED POWER SERVICES, INC.	MIDEAL EXTENDED PURCHASING PROGRAM 20 N SAFETY BOOTS - FRED DENTAI BD Payment Refund BD Payment Refund	180.00 150.00 140.00 125.00	Open Cleared Cleared Cleared
12/16/2021	83574	4295	AMAZON CAPITAL SERVICES	ADAMS 1099 TAX FORMS WILSON JONES LEDGE SHEETS AND MINUTE	52.24 284.17 336.41	Cleared Cleared
12/16/2021	83575	5249	ARCHEY	WAGES FOR PAY PERIOD 12/1/2021 - 12/1	1,964.62	Cleared
12/16/2021	835/6	3602	BLUE CROSS BLUE SHIELD OF MICH BLUE CROSS BLUE SHIELD OF MICH	RETIREE HEALTH INSURANCE PREMIUMS	2,306.68	Cleared
12/16/2021		4614	MOYNIHAN		47,644.90	Cleared
12/16/2021		2267	BRONNER'S COMMERCIAL DISPLAY	50 RED LIGHT STRANDS FOR DOWNTOWN TRE	00.00	Cleared
12/16/2021		5264	BUSCH'S	COFFEE, PLASTIC FORKS, PAPER PLATES,	69.60	Cleared
12/16/2021	83581	4230	RANDON		6.15	Cleared
12/16/2021 12/16/2021	83582	3727	KKISFEN S. CAKROLL	PAYROLL DEDUCTION CASE # 17-57623-PJS	88.80	Cleared
12/16/2021	83584	4642	COMCAST	DECORTI SISTEM REFAIR G WITCH'S HAT PHONE SERVICE CHARGES 12/1/2021 - 12/	210.00	Cleared
12/16/2021	83585	3165	CONSUMERS ENERGY		117.70	Cleared
12/16/2021	83586	3165	ENERG	SERVICE 300 DOROTHY	74.63	Cleared
12/16/2021	83587	3165		SERVICE 300 DOROTHY ST # B	240.78	Cleared
17/76/2021	37000	υ Ε	CONSUMERS ENERGY	SERVICE	34.46	Cleared
12/16/2021	83500	3165	CONSCIENCE ENERGY	GAS SERVICE - VAKIOUS LOCATIONS GAS SERVICE - VAKIOUS LOCATIONS	2,191.70	Cleared
12/16/2021	83591	3165		SERVICE ALS WELFFUR AND ALS WEREVICE ARE SERVICE	808.84 500 11	Cleared
12/16/2021	83592	4189		THIY COUNCIL	320.1. 320.00	האינה רך האינה רך
12/16/2021	83593	0584		ELECTRIC SERVICE 215 WHIPPLE 10/22/20	486.50	Cleared
12/16/2021	83594	3455	INSURANCE	2021 CLAIMS FUNDING	9,357.81	Cleared
12/16/2021	83595	3455	EMPLOYEE HEALTH INSURANCE MGMT	MEDICAL WRAP PROCESSI	832.50	Cleared
7/16/	00000	4//0	ALEXANDER GRANDY ODENH TANES ACH INDERESE	REIMBURSEMENT FOR NREMT APPLICATION F	98.00	Cleared
o ແ	00000000000000000000000000000000000000	4784	GREAT DARES ACE BARDWAKE	HUMI CABLE FOR SCADA MONITOR PWDIOVED DECODDS MANACEMENT SYCHEM	61.71	Cleared
12/16/2021	83599	4768	ALEX HANSEN	MONTHLY COUNTY, DAY	00.00	Cleared
ં જે	83600	4666	INTEGRATED BEHAVIORAL HEALTH	MONTHLE COOKSEL EAT ENTERNING PREMIUM DEC	123 00	Cleared
2/16/	83601	0557	ERATIN	MONTHLY DUES	170.00	Cleared
6	83602	4276	KELLER THOMA	PROFESSIONAL SERVICES RENDERED THROUG	142.50	Cleared
/16/	83603	4596	KENSINGTON VALLEY CHAMBER OF COM.	-	335.00	Open
/16/2	0 0	2586	GLENN KIVELL	COUNCIL	180.00	Cleared
12/16/2021	83605	6114	MARGARET KURTZWEIL	MONTHLY COUNCIL PAY	180.00	Cleared
12/16/2021	83606	4026	LB OFFICE PRODUCTS	COFFEE FILTERS, COPY PAPER, 9V BATTER CLIPROAPIS	119.25	Cleared
					70,00	Cleared

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Cleared Open Open Open Open Open Open Open Open 180.00 684.00 10.00 375.00 246.21 291.26 250.00 491.09 177.81 555.70 255.70 255.70 255.70 255.70 255.70 255.70 430.24 280.43 753.32 345.00,278.60 4,258.31 185.00 180.00 800.00 3,885.50 2,235.86 259.16 72.00 214.00 85.00 50.00 1,463.99 7,379.60 4,847.72 4,706.50 49.50 929,77 94.00 54.97 CUSTODIAL SERVICES AT DEPOT 10/18/21 REIMBURSEMENT FOR HOTSPOT FOR ORDINAN NFPA - CFI-II CLASS - BRIGHTON - BRAD OPERATORS DAY 2/8/22-2/9/22 - RON BEA REIMBURSEMENT FOR HOLIDAY SPECTACULAR JANUARY BILLING WW & DPW PHONE SYSTEM CITY ATTORNEY GENERAL WORK - PROF. SV GENERAL LABOR MATTERS - PROF. SVCS. R DDA - PROF. SVCS. RENDERED THROUGH 11 PROSECUTIONS - PROF. SVCS. RENDERED T CABLE TV SERVICE 12/06/2021 - 1/05/20 CABLE SERVICE 12/6/21 - 1/5/22 AND PA DECEMBER 2021 SECTION 125 FSA PLAN AD INSPECTION & SERVICE FEES FOR WITCH'S MONTHLY PHONE MAINT, 12/20/21 - 1/19/ DIRECTORY AND LISTING, WATER DEPT LOG ACCOUNTS PAYABLE MATERIALS - ENVELOPE UTILITY BILLS SHUT OFF/LATE NOTICE 50 ELECTION SUPPLIES ROAD COMMISSION FOR OAKLAND COUNTY TRAFFIC SIGNAL MAINTENANCE NOVEMBER 2 TAX DISBURSEMENT/TAXES DUE TO LIBRARY TAX DISBURSEMENT/TAXES DUE TO SCHOOL REFUND OF PERMIT FEE FOR 219 WHIPPLE MONTHLY COUNCIL PAY TRAFFIC SPEED RADAR SIGN CLOUD BASED ICMA 457 PLAN # 301149 PAYROLL DED. 1 REIMBURSEMENT FOR HOLIDAY SPECTACULAR PAYROLL DEDUCTION ID 913616706 PAYROLL DEDUCTION ID 912962522 ANNUAL MEMBERSHIP 2022 MONTHLY PHONE MAINT. 12/20/21 BOARD OF REVIEW - 1/2 DAY BOARD OF REVIEW - 1/2 DAY HEIMET DECALS, PVC SIGNS PVC SIGNS, HELMET DECAL JULY 2021 TRANSPORATION MONTHLY COUNCIL PAY MONTHLY COUNCIL PAY GARAGE DOOR REPAIR POSTAGE/SUPPLIES Description COMMUNICATIONS TECHNOLOGIES, INC. MICHIGAN FIRE INSPECTORS SOCIETY SPECIALIZED POWER SERVICES, INC. STEPHEN KENNEDY NEC FINANCIAL SERVICES, LLC OBSERVER & ECCENTRIC OVERHEAD DOOR CO. WHITMORE LK SOUTH LYON COMMUNITY SCHOOLS TRAFFIC LOGIX CORPORATION VANTAGEPOINT TRANSFERS SALEM-SOUTH LYON DISTRICT ROSATI, SCHULTZ, JOPPICH PRINTING SYSTEMS, INC. VENUE SOUTH LYON MICHAEL CARLSON PEOPLES EXPRESS WOODROW MATNEY PURCHASE POWER BASIC BENEFITS CERTASITE, LLC NOW! BUSINESS WOW! BUSINESS FRANK FOGARTY MISS DIG 811 GARY BEASLEY LORI MOSIER NATHAN MACK W4 SIGNS MISDU MISDU MWEA 00449 00440 04440 04470 04470 04443 0584 15964 15964 15964 9834 4430 0213 3955 0461 4742 4207 4785 0062 3984 3984 4197 4616 4315 4045 4128 4547 83607 83608 83609 83610 83611 83612 83614 83614 83616 83617 83618 83626 83627 83628 83629 83630 83620 83623 83625 83634 83634 83635 83636 83637 83637 83621 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 Check Date 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/22/2021 12/22/2021 12/22/2021 12/22/2021 12/22/2021 .2/16/2021 12/16/2021 2/16/2021 12/16/2021 12/16/2021

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Status	Open Open Cleared Cleared Cleared Open Cleared	Open Open	open Open Open Open Open Open Open Open O	Open
Amount	9,691.92 150.00 17.99 100.00 7,256.00 56.00 1,420.00	45.00 32.00 77.00	32.00 477.50 429.57 809.80 229.90 88.80 1,500.00 1,500.00 1,338.26 1,338.26 1,338.26 1,09 291.26 291.26 246.21 60.00 1,185.65 1,346.80 1,28.45 1,346.80 1,28.45 1,346.80 1,28.45 1,346.80 1,28.45 1,346.80 1,28.45 1,346.80 1,28.45 1,346.80 1,28.45 1,346.80 1,346.80 1,346.80 1,28.45 1,346.80 1,	129.60
Description	JANUARY 2022 INSURANCE PREMIUMS REMINGTON SHOTGUN INSPECTIONS FOR ACC 9VOLT BATTERIES - 4 PACK TREASURER TO TREASURER MEETINGS BOARD OF REVIEW - 1/2 DAY NOVEMBER 2021 TRANSPORTATION MAGNETIC CAR SIGNS ~ ORDINANCE OFFICE INTERNET SERVICE 12/12/21 - 1/11/22 UN SAFETY BOOTS - TROY DEHOFF	WATER	WATER TAX BILL PRINTING (SHELLS) POWDER ORIGINAL, COFFE, COCOA, PAPER SERVICE PERIOD 11/20/21 - 12/19/21 DATAPOINT DOWNLOAD CORD FOR TASERS PAYROLL DEDUCTION CASE # 17-57623-PJS SECOND PLACE - ART CONTEST INTERNET DEDICATED LINE JANUARY 2022 215 WHIPPLE ST GAS SERVICE 11/3/21 - 215 WHIPPLE ST GAS SERVICE 11/3/21 - 215 WHIPPLE ST GENERATOR GAS SERVICE ROLL OFF DUMPSTER FOR LEAF DISPOSAL DUMPSTER & RECYCLING 1/1/22 - 1/30/22 THIRD PLACE - ART CONTEST COMBO WIRELESS WAVE MK550 AND SPEAKER STATEMENT 12/02/21 FIRST PLACE - ART CONTEST NREMT MED TECH EXAM REIMBURSEMENT PAYROLL DEDUCTION ID 912962522 PAYROLL DEDUCTION ID 913616706 EMPLOYEE REIMBURSEMENT FOR COVID TEST EMS RUN FORMS TAX PRINTING/MAILING P. R. MATERIALS FOR KIDS POSTAGE FOR JANUARY 2022 WATER BILLS TAX DISBURSEMENT/TAXES DUE - LIBRARY TAX DISBURSEMENT/TAXE	LIE SENVICE DEC. 2021 FSA RUN OUT PERIOD PROCESSING FEES 1/
Vendor Name	GUARDIAN GREGORY HARTNER MARTIN'S DO IT BEST MMTA BRUCE NUSSBAUM PEOPLES EXPRESS W4 SIGNS W0W! BUSINESS RED WING BUSINESS ADVANTAGE ACCOUN	ABSOPURE WATER COMPANY	ABSOPURE WATER COMPANY ADVANCED MARKETING PARTHERS, AMAZON CAPITAL SERVICES ATER MOBILITY AXON ENTERPRISE, INC. KRISPEN S. CARROLL CHARLOTTE TAPP CONSUMERS ENERGY CONSUMERS ENERGY CONSUMERS ENERGY GFL ENVIRONMENTAL USA GFL ENVIRONMENTAL USA GFL ENVIRONMENTAL USA KAILYN HUNTER LB OFFICE PRODUCTS LOWE'S MAYA KATSUDA MICAH DEMEYER MISDU MICAH DEMEYER MISDU MICHAEL MORITZ OAKLAND SCHOOLS* POSITIVE PROMOTIONS, INC. POSITIVE FIRE, INC. WOW! BUSINESS JULIE TOOMBS ASCENSION PROVIDENCE HOSPITAL ATER	DALGER MELEN INC. BASIC BENEFITS
Vendor	4410 4788 1509 2763 4226 5364 3984 4376	4780	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	4197
Check	83640 83641 83641 83642 83643 83645 83645 83645	83649		83683
Check Date	12/22/2021 12/22/2021 12/22/2021 12/22/2021 12/22/2021 12/22/2021 12/22/2021 12/22/2021 12/22/2021	12/29/2021	12/29/2021 12/29/2021	1/06/

01/06/2022 12:5 User: PATRICIA DB: South Lyon	12:56 PM SIA Yon		CHECK REGISTER FOR CITY OF CHECK DATE FROM 12/16/2021 -	FOR CITY OF SOUTH LYON 12/16/2021 - 01/06/2022	Page:	4/4
Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
01/06/2022	83584	0058	CITY OF SOUTH LYON	SERVICE PERIOD 9/9/21 - 12/7	254.70	Open
07/00/70	00000	4,44	COMCAST	PHONE SERVICE PERIOD 12/27/2021 - 1/2	102.30	Open
7707/90/10	00000	0010	ກໍ	CE Z3500 N DIXBORO 1	11,302.90	Open
7702/00/10	00000	0.004		SERVICE 200 DOROTHY	23.56	Open
ZZ0Z/90/T0	37000	0584		SERVICE 300 DOROTHY	221.79	Open
7707/90/TO	30000000000000000000000000000000000000	0004		SERVICE 250	81.69	Open
7702/30/10	83690	0584		SERVICE 219	641.61	Open
7707/90/TO	8367	1584	ENERGY	SERVICE 335	2,702.54	Open
01/06/2022	83692	4469	GFL ENVIRONMENTAL USA	DUMPSTER & RECYCLING JAN. 2022	47,525.22	Open
01/06/2022	83693	4026	LB OFFICE PRODUCTS	INK CARTRIDGES (4)	148 92	å
				CARTRIDGES	210.07	1 d C C
				CREAMER, CUPS, CLEANER	229.63	Open
				STAPLER, PAPER	62.92	Open
					652.44	
01/06/2022	83694	1509	MARTIN'S DO IT REST	THE STATE OF	000	
/90/	83695	4794	SCHOOL		10.00	Open
01/06/2022	83696	0462	TRUE VALUE HARDWARE	THERMOSTAT. PUTTY KNIFF, WEDRY ROOF C	20. P.	1 600
01/06/2022	83697	4719	PNC BANK	12/19	4,608.05	Open The I
(O	83698	4779	QUICK SILVER MARKETING SOLUTIONS		83.25	Open
01/06/2022	83699	3110	STATE OF MICHIGAN,	BIOSOLIDS LAND APPLICATION FEE 2022,	1,982,38	Open
01/06/2022	83700	4343	SALES CORP	LUCAS MAINTENANCE	398.00	Open
01/06/2022	83701	3675	FINANCIAL		110.55	Open
01/06/2022	83702	3675	FINANCIAL	12/15/2021 -	132.06	Open
01/06/2022	83703	3675	TOSHIBA FINANCIAL SERVICES	ı	1,428.42	Open
01/06/2022	83704	4795	WELLS FARGO BANK	田田	51.95	Open
01/06/2022	83705	5731	WINDSTREAM	ı	1,827,10	Open
01/06/2022	83706	5731	WINDSTREAM	SERVICE PERIOD 11/27/2021 - 12/26/202	1,732.40	Open
01/06/2022	83707	3984		CABLE TV AND	162.07	Open
01/06/2022	83708	4376	RED WING BUSINESS ADVANTAGE ACCOUN		150.00	Open
90	83709	MISC	SHAWN LAWRENCE	l for acc	500.72	Oben
90	83710	0584	DIE ENERGY	ELECTRIC SERVICE - VARIOUS LOCATIONS	1,506.14	Open
90/	83711	1139	Ed USA, INC.		342.02	Open
90	83712	4796	GVM INC.		171.82	Open
90/	83713	4165	MAIN LP		143.82	Open
9	83714	9960	ω -	REPAIR OF NO HEAT FROM SCREENING ROOM	285.00	Open
1/06,	83715	2018	QUALITY FIRST AID & SAFETY	GLOVES	79.98	Open
01/06/2022	83716	3984	WOW! BUSINESS	INTERNET SERVICE 12/27/21 - 1/26/22	58.54	Open
E 10						

Total of 147 Checks: Less O Void Checks:

221,888.15 0.00 221,888.15

Total of 147 Disbursements:

December 2021 Payroll Reports

Department	Total Pay
Administration	\$ 55,117.59
Cemetery	\$ <u></u>
Police	\$ 196,596.34
Fire	\$ 38,280.57
D.P.W.	\$ 75,819.53
Water & Wastewater	\$ 73,143.19
Total Wages	\$ 438,957.22

^{*}Please note 3 pay periods in the month of December 2021

AGENDA NOTE Consent Agenda Item #/

MEETING DATE: January 10, 2022

PERSON PLACING ITEM ON AGENDA: Clerk

AGENDA TOPIC: 2022 City Council meeting schedule

EXPLANATION OF TOPIC: MCL 15.265(2) provides:

(2) For regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year a public notice stating the dates, times, and places of its regular meetings.

The City posts a notice outside on the city hall bulletin board that regular council meetings are held on the 2nd and 4th Mondays of each month.

A quick review of the calendar shows the following as Regular Council Meetings

JANUARY 10 & 24
FEBRUARY 14 & 28
MARCH 14 & 28
APRIL 11 & 25
MAY 9 & 23
JUNE 13 & 27
JULY 11 & 25
AUGUST 8 & 22
SEPTEMBER 12 & 26
OCTOBER 10 & 24
NOVEMBER 14 & 28
DECEMBER 12 & 26

A simple motion to approve the dates for regular council meetings on the 2nd and 4th Mondays of each month.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Approve the above listed Council meeting dates for 2022

SUGGESTED MOTION: Moved by, ______ to approve the dates for regular council meetings on the 2nd and 4th Mondays of each month.

AGENDA NOTE Consent Agenda: Item # 2

MEETING DATE: January 10, 2022

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Lake Street Cruise-in 2022

EXPLANATION OF TOPIC: Ms. Deborah Cook, on behalf of the Lake Street Cruise-in Committee, would like to host monthly cruise-in car shows on Lake Street and Wells Street. The shows would be conducted on Lake St. between Lafayette St. and Reese St., and on segments of Wells St. from 6:30 p.m. to 9:30 p.m., (except Sept. 28 – closure at 4:30p.m.- 9 p.m.). She is requesting road closures on May 25, June 22, August 24, and September 28, 2022.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Event Application, FD Approval, Hold Harmless Agreement, Road Closure Resolution, (Insurance Certificate forthcoming).

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the event and/or the requested road closures.

SUGGESTED MOTION: Motion by	, supported by
to approve the Lake	Street Cruise-in application and
Resolve that Lisa Deaton, City Clerk/Treasurer i	s hereby authorized to make application
to the Road Commission for Oakland County on	behalf of the City of South Lyon in the
County of Oakland, Michigan for the necessary	
Cruise-in on May 25, June 22, August 24, and So	eptember 28, 2022 and the related road
closures: Lake Street between Lafayette Street and	
immediately south of the north entrance to the W	
extends from S. Wells Street to Lafayette Street	
Sept. 28 – closure at 4:30 p.m. – 9 p.m), and the	
of Oakland, Michigan will faithfully fulfill all pe	
harmless, indemnify, defend and represent the B	
injury or property damage, or any other claim ar	ising out of or related to operations
authorized by such permits as issued.	

November 11, 2021

Chief Sovik South Lyon Police Dept.

Attached is our application package for the 2022 Lake Street Cruise-In monthly, May, June, August, and September, Wednesday shows.

Please note, we are requesting an earlier start time for the Wednesday show in September, due to earlier sunset and darkness. Our original start time was 6:00pm and would like to start at 4:30pm, ending the show a half hour earlier at 9:00pm instead of 9:30pm.

Please review and if you have any questions or need additional information, I can be reached at 248-437-6353 (h) or ______-

This may be an item for the consent agenda at the next meeting of the South Lyon City Council.

Thanks for your help and support.

Deborah K. Cook

Deborah K Cook

<u>-</u>

Lake Street Cruise-In Committee



South Lyon Police Department 219 Whipple St. South Lyon, MI 48178 Ph: (248) 437-1773 Fx: (248) 437-0459

Parade/Event Application

	Date(s) of Event: May 25, Jun 22, Aug 24, & *Sep 28, 2022 (4th Wednesday, May, June, August, and Sept)
	Applicant's Name: Deborah K Cook Ph#: 248-437-6353 / cell
	Applicant's Address: 3, South Lyon, MI 48178
	Name of Event: Lake Street Cruise-In Wednesday show
	Business/Organization Name: Lake Street Cruise-In
	Business Address: South Lyon, MI 48178
	Business Phone Number: <u>248-437-6353</u>
	President/CEO Responsible for Event: Douglas Cook Ph#: 248-437-6353
	Event Start Date and Time: 6:30pm AM / PM *Sep 28 Event start time: 4:30pm
	Event End Date and Time: 9:30pm AM / PM Event end time: 9:00pm
	Approximate number of persons attending: unkn
	Approximate number and types of vehicles: 200-250 Vintage, Classic, Muscle, Hot Rod cars, trucks, and
	motorcycles
	Approximate number and types of animals: n/a
	Amount of space maintained between all units in parade: n/a
	Route to be traveled (Include Street Names and turning directions) or area to be utilized:
See	**Please attach a map of the area and/or route that will be utilized during the event** e attached map. The Lake Street Cruise-In Wednesday show is a stationary car show located on; Lake St.
	reen Pontiac Trail and Reese St. and a portion of Wells St., North of Lake St., and South of Lake St.
2011	
	Applicants Signature and Date Deborah Cook Responsible Party's Signature and Date Deborah Cook
	PD FD DPW City Hall Chief Christopher Sovik Date
	PD FD DPW City Hall Chief Christopher Sovik Date



South Lyon Police Department

219 Whipple St. South Lyon, MI 48178 Ph: (248) 437-1773 Fx: (248) 437-0459

Parade/Event Insurance Requirements

The applicant/organization must provide a separate hold harmless agreement and certificate of insurance and documentation of the following at the time of application.

- 1.) Commercial General Liability Insurance: The applicant shall procure and maintain during the life of this permit, commercial general liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate.
- 2.) Motor Vehicle Liability: The applicant shall procure and maintain during the life of this permit, Motor Vehicle Liability Insurance including Michigan no-no fault coverages, with limits of liability not than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owner vehicles, all non-owned vehicles and all hired vehicles.
- 3.) Liquor Liability: If alcohol beverages will be served, the applicant shall provide proof of liquor Liability coverage with limit not less than \$1,000,000 per occurrence and aggregate; name the City of South Lyon as additional insured.
- 4.) Additional Insured: Commercial General Liability, Motor Vehicle Liability and Liquor Liability as described above shall include an endorsement stating that the following shall be additional insured; The City of South Lyon, all elected and appointed officials, all employees, volunteers, all boards, commissions, authorities, and board members. It is understood and agreed by naming the City of South Lyon as additional insured, coverage afforded is considered to be primary and any other insurance the City of South Lyon may have in effect shall be considered secondary and/or excess.
- 5.) Cancellation Notice: All Liability Insurances as described above, shall include an endorsement stating, "It is understood and agreed that 30 days, 10 days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to City Manager, Paul Zelenak 335 S. Warren, South Lyon, MI 48178.
- 6.) Proof of Insurance Coverage: The contractor or its subcontractor's shall provide the city of South Lyon at the time the contracts are returned for execution, the certificates and policies as listed. 1.) One copy of Certificate of Insurance for Workers Compensation. 2.) One copy of Certificate of Insurance for Commercial General Liability. 3.) One copy of Certificate of Insurance for Vehicle Liability. 4.) Original policy or original binder pending issuance of policy for Owners and Contractor Protective Liability Insurance. 5.) Certified copies of all policies mentioned above will be furnished if requested.
- 7.) If any of the above coverages expire during the term of this contract, the contractor or its subcontractors shall deliver renewal certificates and/or policies to City of South Lyon at least 10 days prior to the expiration date.



Deborah K Cook

Signature

South Lyon Police Department

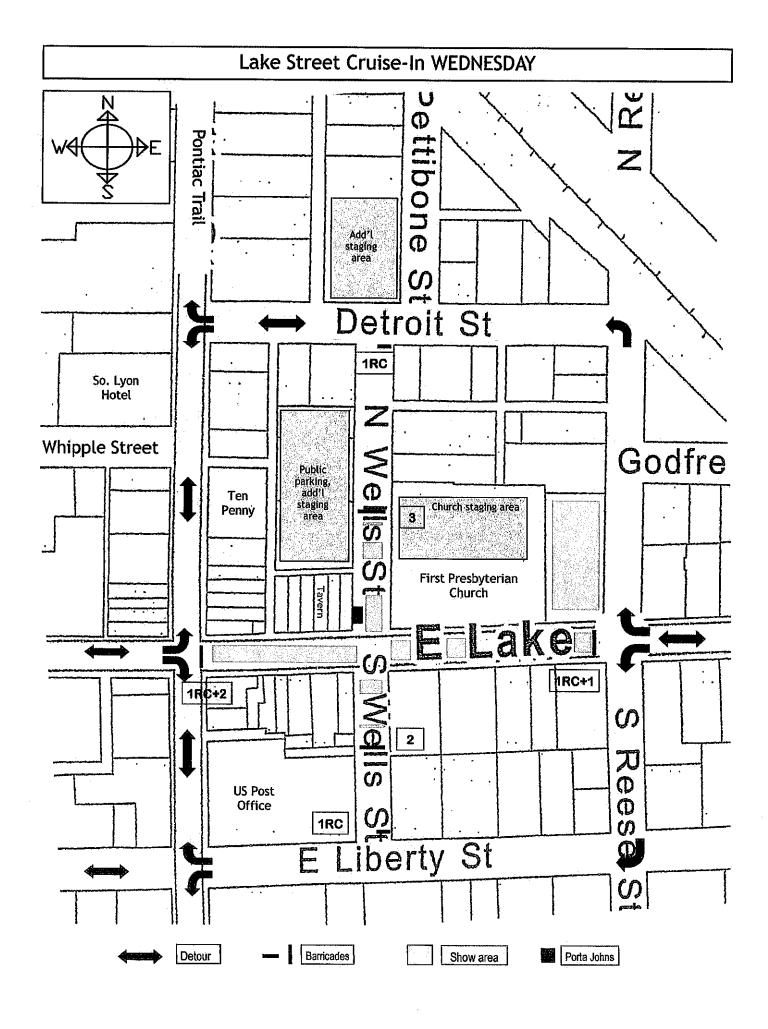
219 Whipple St. South Lyon, MI 48178 Ph: (248) 437-1773 Fx: (248) 437-0459

Hold Harmless

(Name of applicant/organization)
agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Lyon, its
elected and appointed officials, employees, volunteers, and other working on behalf of the
City of South Lyon against any and all claims, demands, suits, or loss, including all costs
connected therewith, and for any damages which may be asserted, claimed, or recovered
against or from the City of South Lyon by reason of personal injury, including bodily injury or
death and/or property damage including loss of use thereof which arises out of, or is in any
way connected or associated with this event. You and/or the organization that holds
responsibility will be held liable for the conduct of the event and each of its participants.

Date

To the fullest extent permitted by law the Lake Street Cruise-In





December 16, 2021

Christopher Sovik Chief of Police 219 Whipple Street South Lyon, MI 48178

RE: Lake Street Cruise-In – Monthly shows May, June, August, and September, Wednesday evenings South Lyon, MI 48178

The South Lyon Fire Department is conducting an event review for the upcoming Lake Street Cruise-In event. The proposed plan is requesting road closure of Lake Street between Pontiac Trail and Reese Street, and a portion of Wells Street between East Liberty Street and Detroit Street. The plan is estimating between 200-250 vehicles on display for the show. The event is proposed to take place from 6:30 pm to 9:30 pm on May 25, June 22, and August 24 of 2022. September 28, 2022 is proposed to start at 4:30 pm and end at 9:00 pm.

This review is conducted in accordance with the International Fire Code (IFC) 2015 edition. I recommend that this event be **APPROVED**, with the following conditions:

- 1. Fire access lanes 20 feet in width shall be maintained down each display street
- 2. Designated fire lanes shall remain unobstructed to allow for passage of fire, medical, police apparatus and vehicles, as well as patrons
- 3. The authority of the Fire Department shall ensure compliance of fire and life safety codes during the event
- 4. Electrical wiring shall be in conformance with Article 305 of NFPA 70 and the International Fire Code (IFC) 2015 edition
- 5. Fire hydrants shall not be obstructed and be accessible at all times
- 6. Sidewalks adjacent to the street display areas shall not be obstructed so as to allow unobstructed pedestrian traffic flow
- Required exits shall be maintained at each of the barricade points at the end of each street, to allow for the free passage of guests during the regular operating hours, and in the event of an emergency
- 8. Exit discharge paths beyond the barricades shall be maintained to allow guests a safe passage to an area of refuge
- 9. If the site safety manager or Police or Fire authority determine that the event area becomes unsafe due to overcrowding, then the points of ingress into the display area shall be monitored to prevent patrons from entering the display area until such time the overcrowding is reduced to a safe level



10. Portable fire extinguishers shall be required. Contact Fire Inspector for information on fire extinguisher requirements.

This report does not relieve the applicant from designing, installing and maintaining the event in accordance with the appropriate codes and standards. Code requirements not mentioned in this report are a requirement and must be completed in order to provide a safe environment that is in compliance with the Michigan Building Code and International Fire Code. Any changes that will affect the design of the event must be adequately reviewed and approved prior to installing the affected area.

If you have any questions about this report, please feel free to contact me.

Respectfully,

Bradley M. Moynihan Fire Inspector South Lyon Fire Department Insp@southlyonmi.org

Motion by	, supported by

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Lake Street Cruise-in on May 25, June 22, August 24, and September 28, 2022 and the related road closures: Lake Street between Reese St. and Lafayette St.; N. Wells Street immediately south of the north entrance to the Wells St. Parking Lot to S. Wells Street immediately north of the alley that extends from S. Wells Street to Lafayette Street from 6:30 p.m. to 9:30 p.m., (except Sept. 28 – closure at 4:30 p.m.).

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of January 10, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton City Clerk/Treasurer

AGENDA NOTE Consent Agenda Item # 3

PERSON PLACING ITEM ON AGENDA: Mayor Pelchat

AGENDA TOPIC: Board of Review retirement

EXPLANATION OF TOPIC: Gary Beasley is retiring from the Board of Review.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

SUGGESTED MOTION: Moved by ______ to accept the resignation of Gary Beasley from the Board of Review with thanks.

AGENDA NOTE Consent Agenda Item #44

PERSON PLACING ITEM ON AGENDA: Mayor Pelchat

AGENDA TOPIC: Board of Review Appointment

EXPLANATION OF TOPIC: 7.6 of the Charter states in January of each year, Council needs to appoint 1 person to the Board of Review. Gary Beasley is retiring from the Board of Review. Judy Seybert has volunteered to join the Board of Review. She will be attending training in February.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Affirm appointment made by Mayor Pelchat

SUGGESTED MOTION: Moved by ______ seconded by ______ to affirm the appointment made by Mayor Pelchat of the following:

Judy Seybert Board of Review 3-year term, expires January 2025



NAME SLDITH SEYBERT	CITY OF SOUTH LYON RESID	ENT FOR 18 YEARS
ADDRESS	- S.LYON MI	ZIP 45-178
PHONE (home) (248)	PHONE (business or cell) (248	
EMAIL *		
OCCUPATION: RETIRES		
ARE YOU A CITIZEN OF THE UNITED STA IS ANY MEMBER OF YOUR FAMILY ON IF SO, WHO?	ANOTHER BOARD OR COMMISSION	?YESNO
INTERESTS/REASONS/QUALIFICATIONS	S: (Resume may be attached)	
INTEREST IN THE GOVE	ERNING OF OUR CITY	BUS ENSURIA
GREAT PLACE TO RESTE	>=,	
BOARDS/COMMISSIONS/COMMITTEES AND DATES):	OOM MANCH 100 UNA E SERVED (FIS	I WUNKIPALITIES
ELECTIVE OFFICES THAT YOU HAVE HEL	Dr.	
MENBEL QLARGE FORT		
OTHER ORGANIZATIONS: (Ex. Homeow CERIDIAN SUPPORT AR	mers Association, Volunteer Groups	, PTA, etc)
ADDITIONAL INFORMATION:		and the second of the second o
Signature	The Santo Date_	12-16-2021
•	GUIDA	



Judith A. Seybert

Qualifications

Extensive experience in wage and salary administration, benefits administration, leave management administration, organizational development, statistical analysis, HRIS system development and project management. Demonstrated analytical and creative problem-solving skills with a record for initiating actions, facilitating efficiency and service satisfaction. Demonstrated customer service priority providing consultative partnership with management and staff. Lead and manage teams in support of corporate strategic initiatives. Effective communicator resulting in increased collaboration within the organization.

Professional Profile

Beaumont Health Senior Compensation Consultant

Design, implement and evaluate and recommend compensation programs and practices supporting business objectives. Partner with business leaders to resolve issue, recommend strategic changes for operations.

Botsford Healthcare Compensation Project Specialist

Partnered with leadership in the integration and merger of compensation practices, positions and policies for the emerging organization supporting changes enterprise wide, bringing classifications to market.

Senior Business Partner Compensation/Analytics

Managed the compensation strategy and structure for the organization, ensuring plans are innovative, competitive, fair, and relevant. Design and participate in multiple market reviews and performance analysis identifying trends and opportunities for improvements. Design and delivery of various statistical reporting tools supporting talent management, total compensation trends and business issues.

Corporate Senior Compensation / HR Analyst

Senior Corporate Analyst with leadership responsibilities and maintenance of wage and salary administration programs for multiple organizations within the enterprise.

Human Resource Coordinator

Focus on hospital recruitment and retention efforts focused on critical and market sensitive job classifications.

St. Mary Mercy Hospital Compensation-Benefits Specialist/HRIS Administrator

Internal consultant on compensation practices, all aspects of HRIS administration and reporting. Lead compensation and benefits specialist for the organization.

Blue Cross Blue Shield of Michigan Senior Program Trainer

Responsible for the design, development, documentation, maintenance and presentation of a variety of health insurance/health care programs throughout the State of Michigan.

EDUCATION, PROFESSIONAL REGISRATION

B.A. Business Administration, graduated cum laude, William Tyndale College, CIS and Business Administration studies, Schoolcraft College Fine Arts/Business Administration studies, Macomb Community College Fine Arts/Communication studies, Wayne State University

Human Resources professional Management Certification – PHR Program, Villanova University Leadership coaching program Leave Management certification Project Management certification

Society of Human Resource Management, Professional membership Michigan Ontario Compensation Association, Member, Advisory Committee member Health Care Recruiters Association, Professional membership World at Work Compensation Association, Professional membership Detroit SHRM, professional membership

Trotters Pointe Homeowners Association, former Elected Board member

AGENDA NOTE #5

MEETING DATE: January 10, 2022
PERSON PLACING ITEM ON AGENDA: Patricia Tiernan, Finance and Benefit Administrator
AGENDA TOPIC: Fiscal Year 2021 - 2022 Budget Amendments
EXPLANATION OF TOPIC: Fiscal Year 2021-2022 budget amendments totaling \$14,122 for General Fund, \$10,800 for Local Streets Fund, \$75,000 for Cemetery Perpetual Care Fund, \$9,500 for Drug Forfeiture Fund and \$10,000 for Water & Sewer Fund.
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Budget Amendment Explanation for General Fund, Local Streets Fund, Cemetery Perpetual Care Fund, Drug Forfeiture Fund and Water & Sewer Fund. Amended Department Budget Spreadsheets.
POSSIBLE COURSES OF ACTION: Approve/Reject the proposed budget amendments.
SUGGESTED MOTION: Motion by, supported by to approve the proposed Fiscal Year 2021-2022 budget amendments.

Budget Amendment Explanation – January 10, 2022 FYE June 30, 2022

General Fund

Cemetery:

Proposed increase of \$3,050 to Operating Expense account line item (101-276.000-740.000) from \$8,950 to \$12,000. The increase is due to increased expenses for maintenance items and equipment for the cemetery.

Police:

Proposed increase of \$3,000 to Equipment Purchases account line item (101-300.000-977.000) from \$6,500 to \$9,500. Increase attributed to the unbudgeted purchase of an AED and accessories from Stryker Sales Corporation.

Fire:

Proposed increase of \$8,072 to Telephone account line item (101-335.000-853.000) from \$1,428 to \$9,500. Increase needed to cover estimated telephone expenses from Comcast for the Fiscal Year. Original budgeted expenditure was not calculated to include all services.

Total appropriation for General Fund will increase from \$7,072,393 to \$7,086,515.

Local Streets Fund

Proposed increase of \$10,800 to Professional Services account line item (203-451.000-801.000) from \$15,000 to \$25,800. Expenditure increase approved in City Council Agenda Note dated November 22, 2021 to approve HRC to perform pavement cores to assist with development of Road Improvement Plan.

Total appropriation for Local Streets Fund will increase from \$260,461 to \$271,261.

Cemetery Perpetual Care Fund

Proposed increase of \$75,000 to Capital Improvements account line item (209-000.000-970.000) from \$25,000 to \$100,000. Expenditure increase approved in City Council Agenda Note dated August 23, 2021 to award grading bid for Section 11 of Cemetery. Item originally budgeted in Fiscal Year 2020-2021, but the city was unable to complete work until November 2021.

Total appropriation for Cemetery Perpetual Care will increase from \$74,500 to \$149,500.

Drug Forfeiture Fund

Proposed increase of \$9,500 to Capital Expenditures account line item (265-000.000-964.000) from \$34,000 to \$43,500. Expenditure increase approved in City Council Agenda Note dated September 13, 2021 to approve the purchase of (7) Tasers with batteries, holsters and cartridges from Axon Enterprise, Inc. for the Police Department.

Total appropriation for Drug Forfeiture Fund will increase from \$34,000 to \$43,500.

Water & Sewer Fund

Water:

Proposed increase of \$10,000 to Equipment Miscellaneous account line item (592-556.000-977.000) from \$15,000 to \$25,000. Expenditure increase approved in City Council Agenda Note dated November 22, 2021 to approve the purchase of a Badger Trimble Yuma 7 tablet to read meter signals.

Total appropriation for Water & Sewer Fund will increase from \$7,407,668 to \$7,417,668.

GENERAL FU	IND OPERATION						
SUMMARY O	F EXPENDITURES						
		Audited	Amended	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
200	Administration	1,511,034	1,714,528	1,535,992	1,535,992	1,553,269	1,591,57
276	Cemetery	103,931	117,741	144,910	147,960	148,533	152,24
295	Public Transportation	61,164	84,270	87,076	87,076	89,253	91,484
300	Police	2,586,136	2,893,983	2,884,688	2,887,688	3,005,805	3,079,72
335	Fire	580,091	922,134	1,008,331	1,016,403	1,033,540	1,059,37
346	Ambulance	73	4,580	5,680	5,680	5,680	5,68
440	Public Works	987,058	1,018,972	1,025,198	1,025,198	1,050,827	1,077,09
690	Parks & Recreation	153,693	335,288	320,492	320,492	304,387	310,12
732	Historical	23,950	36,420	34,125	34,125	35,550	24,55
800	Cable	4,299	8,975	13,925	13,925	3,925	3,92
802	Cultural Arts	2,306	5,800	2,975	2,975	2,975	2,97
820	Veterans Memorial Project	10,367	12,959	9,000	9,000	11,000	3,00
	Totals	6,024,102	7,155,650	7,072,393	7,086,515	7,244,745	7,401,764
Printed:	12/21/2021				_		

CEMETERY							
		Audited	Amended	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
702.000	Wages/Salaries	63,941	74,049	75,825	75,825	77,721	79,664
715-720	Fringe Benefits	14,218	14,550	43,810	43,810	44,905	46,028
740.000	Operating Expense	7,943	10,200	8,950	12,000	9,174	9,403
801.000	Professional Services	4,805	2,917	300	300	308	315
802.000	Contractual Services	1,429	1,500	1,500	1,500	1,538	1,576
853.000	Telephone	1,498	1,200	1,200	1,200	1,230	1,261
860.000	Gas & Oil	767	1,600	1,600	1,600	1,640	1,681
910.000	Insurance & Bonds	602	725	725	725	743	762
920.000	Utilities	288	400	400	400	410	420
930.000	Repairs & Maintenance	1,750	2,000	2,000	2,000	2,050	2,10
940.000	Equipment Charges	4,600	4,600	4,600	4,600	4,715	4,833
970.000	Capital Outlay	-	-		-	-	
974.000	Land Improvements	-	3,000	3,000	3,000	3,075	3,152
977.000	Equipment Purchases	2,089	1,000	1,000	1,000	1,025	1,051
	TOTAL	103,931	117,741	144,910	147,960	148,533	152,247
Printed:	12/21/2021						

	NERAL FUND OPERATION						
POLICE							
			_				
		Audited	Amended	Adopted	Amended	Proposed	Proposed
Expenditure	•	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
	Wages/Salaries	1,434,958	1,544,876	1,598,409	1,598,409	1,638,369	1,679,328
702.400	Command Comp and Vacation Payout		8,474				· -
715-720	Fringe Benefits	738,473	822,793	821,791	821,791	842,336	863,394
721.000	Uniforms & Cleaning Allowance	21,091	20,700	20,700	20,700	21,218	21,748
722.000	Tuition Reimbursement	_	3,200	3,200	3,200	3,280	3,362
725.000	OPEB Retiree Health Care Trust	-	56,308	39,000	39,000	39,975	40,974
727.000	Office Supplies	3,949	4,500	4,500	4,500	4,613	4,728
740.000	Operating Expense	18,806	25,175	25,175	25,175	25,804	26,449
745.000	Ammunition	5,474	5,500	5,500	5,500	5,638	5,778
801.000	Professional Services	12,525	12,500	16,784	16,784	17,204	17,634
802.000	Contractual Services	137,551	144,365	146,834	146,834	150,505	154,267
803.000	Prisoner Board	-	50	50	50	51	53
810.000	Animal Collection	-	300	300	300	308	315
820.000	Computer Expense	12,213	19,359	9,000	9,000	9,225	9,456
	Legal Fees	29,854	39,000	39,000	39,000	39,975	40,974
830.000	Memberships & Dues	605	755	945	945	969	993
851.000	Radio Maintenance	-	700	700	700	718	735
853.000	Telephone	11,851	12,000	12,000	12,000	12,300	12,608
860.000	Gas & Oil	17,271	25,000	25,000	25,000	25,625	26,266
861.000	Transportation & Mileage	35	100	100	100	103	105
863.000	Vehicle Maintainence	16,255	20,000	20,000	20,000	20,500	21,013
910.000	Insurance & Bonds	22,831	26,000	26,000	26,000	26,650	27,316
920.000	Utilities	12,888	14,000	14,000	14,000	14,350	14,709
930.000	Repairs & Maintainence	97	1,000	1,000	1,000	1,025	1,051
931.000	Building Maintainence	3,515	5,000	10,000	10,000	10,250	10,506
957.000	Training	7,945	8,000	8,000	8,000	8,200	8,405
958.100	Witness Fees	12	200	200	200	205	210
970.000	Capital Outlay	5,577	21,628	30,000	30,000	30,750	31,519
_	Equipment Purchases	6,283	6,500	6,500	9,500	6,663	6,829
978.000	Capital Equipment	66,077	46,000	-	-	49,000	49,000
	TOTAL	2,586,136	2,893,983	2,884,688	2,887,688	3,005,805	3,079,725
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	NERAL FUND OPERATION						
FIRE							
			_				
		Audited	Amended	Adopted	Amended	Proposed	Proposed
Expenditure		2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
	Wages/Salaries	319,663	376,896	401,515	401,515	411,553	421,842
	Fringe Benefits	30,639	61,501	68,941	68,941	70,665	72,432
	Uniforms & Cleaning Allowance	17,267	12,000	19,000	19,000	19,475	19,962
	Office Supplies	2,731	5,200	5,300	5,300	5,433	5,568
740.000	Operating Expense	11,536	13,000	13,260	13,260	13,592	13,931
802.000	Contractual Services	54,427	41,550	44,181	44,181	45,286	46,418
	Computers	3,901	5,507	6,617	6,617	6,782	6,952
	Memberships & Dues	5,143	5,200	5,500	5,500	5,638	5,778
851.000	Radio Maintenance	937	2,040	2,081	2,081	2,133	2,186
853.000	Telephone	1,277	1,400	1,428	9,500	1,464	1,500
860.000	Gas & Oil	5,247	6,600	6,732	6,732	6,900	7,073
863.000	Vehicle Maintenance	20,573	25,000	25,500	25,500	26,138	26,791
880.000	Community Promotions	1,342	1,600	1,632	1,632	1,673	1,715
910.000	Insurance & Bonds	21,577	24,000	24,480	24,480	25,092	25,719
920.000	Utilities	11,094	12,000	12,240	12,240	12,546	12,860
930.000	Repairs & Maintenance	4,709	5,000	4,100	4,100	4,203	4,308
931.000	Building Maintenance	11,407	12,750	17,505	17,505	17,943	18,391
944.000	Hydrant Rental	-	2,550	2,601	2,601	2,666	2,733
957.000	Education/Training	13,613	13,325	24,000	24,000	24,600	25,215
970.000	Capital Outlay	-				,	
977.000	Equipment Purchases	8,909	221,050	40,718	40,718	41,736	42,779
978.000	Capital Equipment	34,098	73,965	281,000	281,000	288,025	295,226
978.100	Transfer to Equipment Fund		<u> </u>	,			
990.000	Debt-Principal	-					
995.000	Debt-Interest	_					
	TOTAL	580,091	922,134	1,008,331	1,016,403	1,033,540	1,059,378
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203 LOCAL S	STREET OPERATION						
EXPENDITU	RES						
						<u> </u>	
•		Audited	Amended	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
212.000	Accountant			•••			
801.000	Professional Services	3,562	5,600	5,600	5,600	5,600	5,600
	SUBTOTAL	3,562	5,600	5,600	5,600	5,600	5,600
451.000	Construction				•	, <u> </u>	,
801.000	Professional Services	2,035	10,000	15,000	25,800	15,000	15,000
802.000	Contractual Services						v
	Contract. Services N. Hagadorn						
	SUBTOTAL	2,035	10,000	15,000	25,800	15,000	15,000
463.000	Street Routine Maintenance				-	· -	
702.000	Wages/Salaries	67,995	86,131	75,889	75,889	77,786	79,731
715-720	Fringe Benefits	32,054	53,595	44,248	44,248	45,354	46,488
740.000	Operating Expense	4,928	8,500	8,500	8,500	8,713	-
801.000	Professional Services	-	-	-	-	-	-
910.000	Insurance & Bonds	54	65	65	65	65	65
930.000	Repair & Maintenance	25,668	9,500	9,500	9,500	9,738	9,981
940.000	Equipment Charges	15,480	12,000	5,000	5,000	5,125	5,253
2.0	SUBTOTAL	146,179	169,791	143,202	143,202	146,780	141,518
474.000	Traffic Services				·		,
702.000	Wages/Salaries	1,426	2,054	2,468	2,468	2,530	2,593
715-720	Fringe Benefits	673	1,364	934	934	957	981
740.000	Operating Expense	1,340	3,200	3,200	3,200	3,280	3,362
	SUBTOTAL	3,439	6,618	6,602	6,602	6,767	6,936
478.000	Snow Plowing						<u>-</u> _
702.000	Wages/Salaries	19,798	32,921	21,381	21,381	21,488	22,026
715-720	Fringe Benefits	8,886	21,866	12,501	12,501	12,814	13,134
740.000	Operating Expense	20,396	29,500	29,500	29,500	30,238	30,993
940.000	Equipment Charges	13,500	12,000	12,000	12,000	12,000	12,000
	SUBTOTAL	62,579	96,287	75,382	75,382	76,539	78,153
491.000	Storm Sewer						
702.000	Wages/Salaries	2,215	3,953	2,280	2,280	2,337	2,396
715-720	Fringe Benefits	1,196	3,593	1,370	1,370	1,404	1,439
740.000	Operating Expense	1,367	8,025	8,025	8,025	8,226	8,431
930.000	Repair & Maintenance	332	3,000	3,000	3,000	3,075	3,152
	SUBTOTAL	5,110	18,571	14,675	14,675	15,042	15,418
	TOTAL EXPENDITURES	222,903	306,867	260,461	271,261	265,729	262,625
Printed:	12/21/2021						

		Audited	Amended	Adopted	Amended	Proposed	Proposed
Revenue	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
402.000	Current Property Tax		-				
44 6.000	Penalties & Interest						
646.000	Sale of Lots	30,900	66,300	37,000	37,000	37,000	37,000
664.000	Interest Income	2,713	1,700	1,700	1,700	1,700	1,700
							-
	TOTAL REVENUES	33,613	68,000	38,700	38,700	38,700	38,700
		Audited	Amended	Adopted	Amended	Proposed	Proposed
xpenditure	Description	2018-2019	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
969.101	Transfer to General Fund	50,000	50,000	49,500	49,500	49,459	47,340
970.000	Capital Improvements	6,625	75,000	25,000	100,000	17,500	17,500
	TOTAL EXPENDITURES	56,625	125,000	74,500	149,500	66,959	64,840
	BEGINNING FUND BALANCE	775,268	752,256	695,256	695,256	659,456	631,197
	TOTAL FISCAL YEAR REVENUES	33,613	68,000	38,700	38,700	38,700	38,700
	TOTAL EXPENDITURES	56,625	125,000	74,500	149,500	66,959	64,840
	ENDING FUND BALANCE	752,256	695,256	659,456	584,456	631,197	605,057
Printed:	12/21/2021						 .

265 DRUG F	ORFEITURE						
		Audited	Amended	Adopted	Amended	Proposed	Proposed
Revenue	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
447.000	Drug Forfeiture Funds		68,555	-	-	-	
447.100	DEA Foreiture Funds	-	-	_	-	-	
664.100	Interest Income	137	17	50	50	50	50
698.000	Miscellaneous Income						
	TOTAL REVENUES	137	68,572	50	50	50	50
		Audited	Amended	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2022-2023
702.000	Wages/Salaries						
715-20	Fringe Benefits						
740.000	Operating Expense						
964.000	Capital Expenditures	114	14,059	34,000	43,500		
960.000	Miscellaneous Expenditures						
_	TOTAL EXPENDITURES	114	14,059	34,000	43,500		
<u> </u>	BEGINNING FUND BALANCE	27,353	27,376	81,889	81,889	47,939	47,98
-	TOTAL FISCAL YEAR REVENUES	137	68,572	50	50	50	5
	TOTAL EXPENDITURES	114	14,059	34,000	43,500		
	ENDING FUND BALANCE	27,376	81,889	47,939	38,439	47,989	48,039
Printed:	12/21/2021					_	

XPENDITUR	RES						
		Audited	Amended	Adopted	Amended	Proposed	Proposed
xpenditure	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
-	Water/Sewer Construction		*				
	Professional Service	(15,249)		40,000	40,000		
	Professional Service	(20,2.15)		.0,000	10,000		
	Contractual Service-Water				-		
802.000	Storage Tank		2,000,000	1,500,000	1,500,000	_	
				, , , , , , , , , , , , , , , , , , , ,			··· <u>-</u>
FFC	SUBTOTAL Water Distribution System	(15,249)	2,000,000	1,540,000	1,540,000	- [
	Water Distribution System	252 220	257.061	200 424	250 424	375 131	202.04
	Wages/Salaries	252,329	257,961	268,421	268,421	275,131	282,010
	Fringe Benefits Uniforms	112,623	147,607	147,861	147,861	151,557	155,346
		3,056	3,300	3,300	3,300	3,300	3,30
	OPEB Retiree Health Care Trust	046	15,311	6,288	6,288	6,445	6,60
	Office Supplies	946	1,500	1,500	1,500	1,538	1,570
	Operating Expense	73,190	61,000	61,000	61,000	62,220	63,77
	Professional Service	146,753	225,620	150,000	150,000	153,750	157,59
	Vulnerability Assessment	1 205	2,000	12,500	12,500	12,813	13,133
	Wellhead Protection	1,205	7,500	7,500	7,500	7,500	7,500
	Contractual Services	25,894	49,150	49,557	49,557	50,796	52,066
	Auditor	6,811	10,000	10,000	10,000	10,000	10,000
	Computer	483	1,200	1,200	1,200	1,230	1,26
	Memberships & Dues	424	850	850	850	871	89:
	Telephone	2,465	2,800	2,800	2,800	2,870	2,94
	Gas & Oil	11,029	8,200	8,200	8,200	8,405	8,61
	Transportation/Mileage	443	500	500	500	513	52!
	Vehicle Maintenance	9,988	17,000	17,000	17,000	17,425	17,86
	Printing	633	500	500	500	513	513
	Insurance & Bonds	13,507	15,000	15,000	15,000	15,375	15,75
	Utilities	104,386	100,000	100,000	100,000	102,500	105,06
	Building Maintenance	14,730	85,000	94,000	94,000	96,350	98,75
	Education & Training	3,094	3,500	3,500	3,500	3,588	3,67
	Miscellaneous Expense	1,123	7,500	7,500	7,500	7,688	7,88
	Depreciation Expense	749,621					
970.000	Capital Improvements	3,673	676,600	674,000	674,000	265,000	90,00
977.000	Equipment Miscellaneous	825	15,000	15,000	25,000	15,000	15,00
990.100	Debt-Principal		120,000	125,000	125,000	125,000	130,00
	Debt-Interest	52,625	49,750	46,750	46,750	43,625	40,50
999.000	Paying Agent Fees		750	750	750	750	75
	SUBTOTAL	1,591,857	1,885,099	1,830,477	1,840,477	1,441,751	1,292,90
	Water Repair Wages/Salaries	44,547	61,994	55,860	55,860	57,256	58,68
	Fringe Benefits	14,573	41,177	30,250	30,250		31,78
	Operating Expense	1,162	5,500	5,610	5,610	31,006 5,750	
	Professional Service	1,102	1,500	1,530	·		5,89 1,60
	Contractual Services	646	500	510	1,530 510	1,568 523	53
•	Transportation/Mileage	UFU	100	100	100	103	10
930.000	Repairs & Maintenance	6,856	40,000				
940.000	· · · · · · · · · · · · · · · · · · ·			25,500	25,500	26,138	26,79
	Equipment Charges	39,000	25,000	25,500	25,500	26,138	26,79
	Miscellaneous Expense	1,343	5,500	5,610	5,610	5,750	5,89
957,000	Education & Training	100 107	101 271	450 455	450 456	15/ 222	450.00
02 14/4755	SUBTOTAL	108,127	181,271	150,470	150,470	154,232	158,08
	AND SEWER OPERATIONS						

XPENDITUR	AND SEWER OPERATIONS						,
VI PUDITOR		Audited	Amended	Adopted	Amended	Proposed	Proposed
xpenditure	Description	2019-2020	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024
	Wastewater System		2020 2021		-021 2022	2022 2025	2023 2021
	Wages/Salaries	353,292	394,351	413,350	412.250	422 604	424 276
	Fringe Benefits	184,174	•		413,350	423,684	434,276
	Uniforms	1,397	217,136	220,955	220,955	226,479	232,141
	OPEB Retiree Health Care Trust	1,39/	3,500	3,800	3,800	3,895	3,992
		946	22,965	9,432	9,432	9,668	4 570
	Office Supplies		1,500	1,500	1,500	1,538	1,576
	Operating Expense	120,894	125,000	125,000	125,000	128,125	131,328
	Professional Service	96,506	70,045	125,000	125,000	128,125	131,328
	Contractual Services	39,839	45,000	47,000	47,000	48,175	49,379
	Auditor	6,916	10,000	10,200	10,200	10,455	10,716
_	Computer	1,201	4,507	2,550	2,550	2,614	2,679
	Memberships & Dues	270	500	510	510	523	53 6
	Telephone	4,055	4,000	4,080	4,080	4,182	4,287
	Gas & Oil	3,302	5,500	6,500	6,500	6,663	6,829
	Transportation & Mileage	449	500	510	510	523	536
863.000	Vehicle Maintenance		-		-	-	
900.000	Printing	413	500	510	510	523	536
910.000	Insurance & Bonds	13,075	15,000	15,300	15,300	15,683	16,075
920.000	Utilities	243,150	215,000	219,300	219,300	224,783	230,402
931.000	Building Maintenance	111,400	127,000	262,000	262,000	268,550	275,264
957.000	Education & Training	1,519	4,000	4,000	4,000	4,100	4,203
962.000	Miscellaneous Expense	4,614	7,000	7,000	7,000	7,175	7,354
963.000	Bad Debt Expense		,				,
	Depreciation Expense	749,620					
	Transfer to Debt Fund	(1,082,590)					
	Capital Improvements	7,455	295,000	1,565,000	1,565,000	744,000	949,000
	Equipment Miscellaneous	9,964	47,000	90,000	90,000	7 11/000	3 13/000
	Pre-Paid Financial Cost	5/55:	17,000	20,000	30,000		
	Debt - Interest	157,590					
	Replacement Wastewater	157,550					
330.000	SUBTOTAL	1,029,451	1,615,004	3,133,498	3,133,497	2,259,460	2 402 42
EEO	Sanitary Sewer Repair	1,029,431	1,013,004	3,133,496	3,133,497	2,239,400	2,492,437
	Wages/Salaries	43,773	61,426	55,063	55,063	FC 440	F7.0F
	Fringe Benefits			·		56,440	57,853
	Operating Expense	17,521	40,800	29,771	29,771	30,516	31,278
	Professional Services	3,489	9,750	13,950	13,950	14,299	14,650
		- 	2,500	2,500	2,500	2,563	2,627
	Contractual Services	5,817	500	510	510	523	536
	Repairs & Maintenance	7,964	55,000	45,900	45,900	47,048	48,224
	Equipment Charges	32,000	25,000	25,500	25,500	26,138	26,79
956,000	Miscellaneous		6,500	6,630	6,630	6,796	6,966
	SUBTOTAL	110,563	201,476	179,824	179,824	184,320	188,928
	Solid Waste Collection						
818.100	Refuse Collection	526,241	599,734	573,400	573,400	584,868	596,565
	SUBTOTAL	526,241	599,734	573,400	573,400	584,868	596,565
	TOTAL	3,350,990	6,482,584	7,407,668	7,417,668	4,624,631	4,728,920
Printed:	12/21/2021						

AGENDA NOTE

New Business Item # /

MEETING DATE: January 10, 2022

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Administration Building Repairs / Renovation

EXPLANATION OF TOPIC: The City is working with South Lyon Schools to make repairs and improvements to the building that is jointly occupied by both entities. The South Lyon Schools has already gone out (and approved) the bids on the upcoming summer repairs. The proposed work will be paid for in the 2022-2023 Budget. Tonight we are merely going over what the repair plans are going to be in the upcoming year(s), and what our projected costs will be. There will be representatives of Barton Malow at the meeting to give the presentation.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Power Point Presentation, Use Agreement, project costs / bid information and building renovation plans.

POSSIBLE COURSES OF ACTION: None

SUGGESTED MOTION: None

South Lyon Administration Building

City Council Meeting January 10, 2022

Barton Malow



Background Info

- Built in 1998 (23 years old)
 Building Size: approximately 22,000 sq.ft. (not including basement)
- Useful Life of some building components around 20-25 years
- Shared agreement (School District: 58.05%, City: 41.95%)
- Bond Passed in August 2020



Scope of Work

- Replace entire roof sloped shingle (22,000 sqft) and flat area at top (2,800 sqft)
- Replace wood trim and lattice
- Replace all wood framed windows (37 of units). Aluminum framed windows to remain.
- Replace 5 exterior hollow metal doors with new aluminum doors.
- Replace 10 rooftop mechanical units and improve temperature control system
- Replace parking lot paving (approx. 28,000 sqft)
- Replace/upgrade lighting (12 exterior building lights and 22 parking lot lights)



Project Schedule

Spring-Summer 2021

October 2021

Design Phase

Public bid

Construction Phase 1: Roofing, mechanical, and exterior trim

Little to no work (trades focus on school summer projects)

Summer 2022

Fall 2022

Spring 2022

Construction Phase 2: Paving, site lighting, windows, and exterior doors

Cost

•	General Trades	E&L Construction	\$ 216,000
•	Roofing Work	Esko Roofing	\$376,754
•	Windows	Hewett Company	\$256,971
•	Mechanical Work	Quality Aire	\$546,000
•	Electrical Work	Walt's Electric	\$131,000
•	Paving Work	True North Asphalt	\$225,100
		Total:	\$1,563,726

• Analysis: Pricing escalation due to market inflation, and increased mechanical scope of work.

• Potential future projects (flooring replacement, lighting upgrades, and emergency generator replacement)



USE AGREEMENT

This Use Agreement (this "Agreement" or the "Agreement") is entered into this ____ day of ______, 2011, by and between South Lyon Community Schools, a Michigan general powers school district, organized and operating under the provisions of the Revised School Code, MCL 380.1, et seq., as amended, whose address is 345 South Warren Street, South Lyon, Michigan 48178-1358 (the "District") and the City of South Lyon, a Michigan municipal corporation, 335 South Warren Street, South Lyon, Michigan 48178 (the "City"), (individually a "Party" and collectively the "Parties") for the use of real property in accordance with the terms and conditions described herein.

<u>RECITALS</u>

WHEREAS, the District and the City entered into an Agreement (the "Building Agreement") wherein the full faith and credit of the City, acting through the City of South Lyon Building Authority (the "Building Authority"), has built and equipped and is currently maintaining and operating a building (the "Facility") that is used in part by the City as a municipal building and in part by the District as its administrative offices and related purposes, which property is located at 335 and 345 South Warren Street within the City of South Lyon, Oakland County, Michigan (the "Property"); and

WHEREAS, as part of the Agreement the Building Authority has entered into a Lease of the Property with the City and the City has entered into a "Property Sublease" with the District; and

WHEREAS, the Building Agreement provides that upon the full payment and retirement of the bonds issued for the Facility, the Building Authority and the City shall reconvey to the District fee simple title to the Property; and

WHEREAS, the bonds have been paid in full and have been retired; and

WHEREAS, the Building Authority and the City have transferred ownership of the Property to the District; and

WHEREAS, the Building Authority has terminated its Lease with the City for the Property; and

WHEREAS, the City and the District desire to work cooperatively with regards to the use and operation of the Facility and the Property; and

WHEREAS, the District and the City desire to enter into this Agreement for the purpose of outlining the terms and conditions upon which the City will use a portion of the Facility as provided in the Building Agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

- 1. Facility. The District and the City agree that the City shall have the sole right to use the Northern 6,275 square feet of the first floor of the Facility, together with a basement storage area consisting of approximately 1,075 square feet, which areas are identified in the building diagram which is attached hereto and made a part hereof as Exhibit "A." The District shall have sole use and possession of the Southern 9,822 square feet of the first floor of the Facility coming together with a basement storage area consisting of 2,510 square feet, as specifically identified in the building diagram. The current percentages for cost allocation as outlined in paragraph 7 are 58.05% for the District and 41.95% for the City. The City and the District will have the exclusive right to use the exterior areas of the Property as outlined in the drawing of the Property which is attached hereto and made a part hereof as Exhibit "B." The City and the District will jointly share in the right to use the common areas, including the auditorium and conference area measuring approximately 5,044 square feet, as identified in the building diagram.
- 2. <u>Term.</u> The term of this Agreement shall be ninety nine (99) years, commencing on the date stated above and terminating on January 1, 2095.
- 3. Rental. The City agrees to pay to the District, as rental for the Leased Premises, the sum of One and 00/100 Dollar (\$1.00) for the entire term of this Agreement and to pay such other amounts to otherwise comply with the terms and conditions contained in this Agreement.
- 4. <u>Compliance with Law</u>. The Parties shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction over the Property. The foregoing shall specifically include, but not be limited to, each Party's compliance with all licensing laws, zoning ordinances and any laws, rules and regulations applicable to its intended use of the Property.
- 5. <u>Utilities and Metering</u>. Each Party shall separately meter for its exclusive areas and both parties shall equally share the cost of the utilities for the common area.
- 6. <u>Facility Maintenance and Repair</u>. The District and the City shall each pay for the associated costs of maintenance, repair, and improvements for the portion of the Facility that they occupy. Each Party shall take reasonable action and notify the other Party, in writing, prior

to performing any such maintenance, repair or improvements of the portion of the Facility that they occupy.

- 7. Expenses of Common Area and Exterior Grounds. The District and the City shall share, on an equal basis, the costs relating to the maintenance and repair of the Facility's common areas. The costs for the routine upkeep of the external areas of the Property, including lawn care and snow removal, shall be shared according to the percentage of each Party's portion of the interior of the Facility as described in Paragraph 1, above and in Exhibit "A" attached. The Facility Committee described in Paragraph 9, below, shall determine which Party will perform, or cause to be performed, all of the work described in this paragraph 7. Within thirty (30) days from the date that the either Party receives an invoice for any of the expenses described in this paragraph 7, said Party shall remit to the other Party its proportionate share of the expense.
- 8. Exterior Repairs and Capital Improvements. The District and the City shall be responsible for repairs and Capital Improvements to the sidewalks, parking lots and other external components of the Property that they have the exclusive use as described in Exhibit "B" (attached). In the event that the repairs and/or Capital Improvements encompass a portion of both Parties' exclusive use area, then the cost of the repairs and/or Capital Improvements shall be allocated to each Party based upon the percentage of the repair and/or Capital Improvement that is located on each Party's exclusive area.
- 9. <u>Facility Committee</u>. A Facility Committee (the "Committee") shall be established consisting of one representative from each Party, to wit: the Superintendent of the District and the City Manager of the City, or their designees. The Committee shall be responsible for the following:
 - (a) The Committee shall review any issues that may arise with regards to the maintenance and repair of the Facility and the exterior of the Property.
 - (b) The Committee shall review and establish a Capital Improvement Plan for the Facility and the exterior of the property, which Plan shall be for a five (5) year period and updated annually and shall identify projects that are mutually agreed upon with estimated costs and timelines.
 - (c) The Committee will review any proposed changes to components of the Facility and exterior of the building to ensure that the proposed changes are in keeping with the aesthetics of the then existing Facility and exterior of the Property.

- (d) The Committee shall review and make recommendations as to any changes in the operation of the Facility.
- (e) The Committee shall review and approve any expense of the Facility or the parking lot or other improvements to the exterior of the Property.
- (f) The Committee shall review and make recommendations to the parties with regards to any other issues regarding the Facility or the exterior of the Property.

The Committee shall meet at least once per calendar year to review any outstanding issues, including without limitation the review and updating of the five (5) year Perpetual Plan.

- Expansion of Facility. If either Party desires to expand that portion of the Facility that they occupy, they shall advise the Committee, in writing, of the proposed expansion and shall provide copies of all plans, specifications and other documents with regard to the expansion to all Committee members. The Committee shall then review and provide comments to both Parties concerning the proposed expansion, including whether the proposed expansion is esthetically similar to the existing facility and Property. The percentages of expenses for the maintenance, repair and improvements for the Facility, as outlined in Paragraph 6, above, shall be adjusted in accordance with the Parties' proportionate square footage of the Facility. The Committee's review of the proposed expansion shall be advisory in nature and nothing contained in this Paragraph 10 shall impose upon a Party any restriction or other condition concerning a proposed expansion of that portion of the facility which they occupy. To the extent required by law, the Party who proposes an expansion of the Facility shall obtain all required zoning and other approvals.
- 11. Signs. Each Party shall have the right to erect or install any signs on that part of the Property that they occupy, and shall have the right to erect or install any signs at the Facility which are approved in advance and in writing by the other Party. Each Party shall obtain all necessary permits for the installation of any signs. All signs shall be kept in good repair.
- 12. <u>Taxes and Special Assessments</u>. The Parties acknowledge that they are tax exempt entities and therefore, not subject to any taxes or special assessments. To the extent that the Property becomes taxable as a result one Party's use of same, that Party shall pay all such taxes and special assessments imposed by federal, state, local or other governmental authority having jurisdiction over the Property. In addition, in the event that the payment of a special assessment is necessary to keep the Facility in good and proper working order the Parties agree to work cooperatively in order that the Facility is properly maintained. Each Party shall pay all personal property taxes, if any, for any personal property owned by that Party or located on the Property or Facility.

- 13. <u>Events of Default</u>. In the event either Party breaches a covenant of this Agreement and fails to cure or take meaningful steps to cure such breach within thirty (30) days of receiving written notice of said breach from the other Party, the breaching Party shall be in default of this Agreement. In the event of a default, the non-defaulting Party may pursue any of its legal and equitable remedies.
- 14. <u>Successors and Assigns</u>. The covenants and terms of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the foregoing, neither Party shall assign any portion of this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Consent to any assignment under this Agreement shall be limited to that stated in such written consent and shall not constitute a release, waiver or consent to any other assignment.
- 15. <u>Notices</u>. Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by registered or certified mail, postage prepaid, to the appropriate Party as follows:

If to the District: South Lyon Community Schools

Attn: Superintendent of Schools

345 South Warren Street

South Lyon, Michigan 48178-1358

With a copy to: South Lyon Community Schools

Attn: Assistant Superintendent, Business & Finance

345 South Warren Street

South Lyon, Michigan 48178-1358

If to the City: City of South Lyon

Attn: City Manager 335 South Warren Street South Lyon, Michigan 48178

or at such other address or to the attention of such other individual as shall be specified in writing by the respective parties.

16. <u>Waiver</u>. The failure of either Party to insist upon strict performance of any covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but shall be and remain in full force and effect. No covenant, term or

conditions of this Agreement shall be deemed to have been waived by either Party, unless such waiver be in writing by such Party.

- 17. Entire Agreement. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the District and the City concerning the lease of the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the District and the City other than are herein set forth.
- 18. <u>Amendments</u>. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the District or the City unless reduced in writing and signed by both parties.
- 19. <u>Severability</u>. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or their application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless removal of such term, covenant or condition materially impacts the general intent of the Agreement.
- 20. <u>Remedies Not Exclusive</u>. The parties agree that each and every right, remedy, and benefit provided by this Agreement is cumulative and shall not be exclusive of any other right, remedy or benefit set forth in this Agreement or allowed by law.
- 21. Execution in Counterparts. This Agreement may be executed in counterparts, including facsimile transmissions, each of which shall be deemed an original.
- 22. <u>Effective Date.</u> The effective date of this Agreement shall be the date upon which the last of the parties listed below has signed the Agreement.
- 23. <u>Termination of Lease and Property Sublease</u>. Upon the execution of this Agreement, the Lease between the Building Authority and the City for the Property and the Property Sublease between the City and the District for a portion of the Property shall both terminate in their entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers the day and year first indicated above.

	SOUTH LYON COMMUNITY SCHOOLS, a Michigan general powers school district							
Dated: Necember 7, 2011	By: 1 Dellam Q. Rearson Its: Leepountendant							
	Its: Superintendent							
	CITY OF SOUTH LYON,							
	a Michigan municipal corporation							
Dated: December 7, , 2011	By: Jell M. Wallac							
	Tedd M. Wallace							
	Its: Mayor							
Dated: December 7, , 2011	By:							
	Julie C. Zemke							
	Its: City Clerk/Treasurer							
APPROVED AS TO TERMINATION OF THE LEASE BETWEEN THE CITY OF SOUTH LYON BUILDING AUTHORITY AND THE CITY OF SOUTH LYON ONLY.								
	CITY OF SOUTH LYON BUILDING							
	AUTHORITY, a Michigan municipal							
	corporation							
	Showed -							
Dated: <u>December 7</u> , 2011	By: Outstand							
	G. Randall Clark							
	Its: <u>Chairman</u>							



SOUTH LYON COMMUNITY SCHOOLS

2020 BOND PROGRAM

BP#15 Administration & Elementary Renovations

<u>i D s</u>

				Bid T	Bid Tabulation			
		Combined	Breakdown:	Breakdown; Breakdown:	Breakdown:	Breakdown:	Arch. Alternate Civit Alternate	ternate
Bid Category	Bidders	Base Bid	Admin	Dolsen	Sayre	Вгитплет	No. 1 No	No. 1 Comments
General Trades	E & L Construction Group	\$444,000	\$216,000	\$95,000	\$101,000	\$32,000	\$6,000	Includes \$20,000 Allowance
General Trades	Construction Solutions, Inc	\$454,700	\$276,100	\$80,700	\$86,300	\$11,600	\$7,800	
Shingle & EPDM Roofing	Esko Roofing & Sheet Metal	\$376,754	\$376,754					Includes \$10,000 Allowance
Shingle & EPDM Roofing	CEI Mìchigan, LLC	\$440,995	\$440,995					
1								
Windows/Glazing/Alum	Hewett Company	\$543,471	\$256,971	\$238,345	\$48,155			Includes \$10,000 Allowance
Windows/Glazing/Alum	Envision Glass & Door	\$574,824	\$288,135	\$226,495	\$60,194			
Windows/Glazing/Alum	Trenko Glass	\$589,200	\$294,400	\$248,000	\$46,800			
Windows/Glazing/Alum	Roseville Glass	\$608,311	\$332,623	\$243,838	\$31,850			
Windows/Glazing/Alum	Aalcor, Inc	\$644,000	\$290,000	\$315,000	\$39,000			
Windows/Glazing/Alum	Lansing Glass	\$785,200	\$438,500	\$291,700	\$55,000			
1 11 11 11 11 11 11								
Mechanical Work	Quality Aire Systems	\$569,000	\$546,000		\$23,000			includes \$5,000 Allowance
Mechanical Work	Advantage Mechanical Group	\$569,100	\$547,700		\$21,400			
Mechanical Work	Contí	\$624,274	\$587,830		\$36,444			
Mechanical Work	Miller-Boldt	\$765,000	\$740,000		\$25,000			
Fiertrical Work	Walts Floritic	\$140.000	\$131 000	\$15,000	\$17,000			had udan \$10.000 Allowand
Electrical Work	Munro Electric	\$244,600	\$225,700	85	\$18,900			ווייינים לו הלחסת שיים שמורכ
Electrical Work	O'Donnell Electric	\$668,655	\$638,200	SO	\$30,455			
Asphalt Paving & Ext Concrete	True North Asphalt	\$225,100	\$225,100				\$121,757	757
Asphalt Paving & Ext Concrete	T&M Asphalt Paving	\$228,000	\$228,000				000'66\$	000
Asphalt Paving & Ext Concrete	Nagle Paving	\$236,190	\$236,190				\$123,000	000
Asphalt Paving & Ext Concrete	ASI	\$264,000	\$264,000				\$126,000	000
		_						

		\$1,563,726 (\$188,099) difference funded from City	(\$47,630) fund from lighting upgrade bid savings	(\$43,442) fund from lighting upgrade bid savings	(\$20,751) fund from lighting upgrade bid savings	
	Estimate (Over) / Under	(\$188'099)	(\$47,630)	(\$43,442)	(\$20,751)	(\$299,922)
	Estimate	\$1,563,726				
	Budget		\$285,715	\$159,168	\$11,249	\$2,319,786 \$456,132
sid-dudget Summary	Bid Amount	\$1,751,825	\$333,345	\$202,610	\$32,000	\$2,319,780
	Category Low B	Administration Building:	Dolsen Elementary:	Sayre Elementary:	Brummer Elementary:	TOTALS

Jotos.

Arch Atternate 1: Solid Surface sills at Dolsen in Lieu of plastic laminate
Civil Atternate 1: Entire scope of work to replace rear parking lot & concrete
\$55,000 Total in Atlowances Included in Admin Base Bid Costs:
General Trades: \$20,000
Roofing: \$10,000
Aluminum: \$10,000
Mechanical: \$5,000
Site: \$20,000

	Budget	District	City	Bids	District	City	
Scope	100.00%	58.05%	41.95%	100.00%	58.05%	41.95%	Notes
roofing	\$389,203	\$225,932	\$1.63,271	752'926\$	\$218,706	\$158,048	· 東東市北京公司的教育中心的政府、李明等的人会。
windows	\$192,757	\$111,895	\$80,862	\$256,971	\$149,172	\$107,799.	
architectural	\$36,558	\$21,222	\$15,336	\$216,000	\$125,388	\$90,612	590,612 Includes exterior work
mechanical	\$325,086	\$188,712	\$136,374	\$546,000	\$316,953	\$229,047	
exterior lighting	\$38,245	\$22,201	\$16,044	\$131,000	\$76,046	\$54,955	\$54,955 includes electrical for mechnaical
paving	\$95,613	\$55,503	540,110	\$130,671	\$130,671	\$0	
paving city	. SO	\$0	\$0	\$94,429	\$0	\$94,429 north lot	northlot
Subtotal:	\$1,077,462	\$625,467	\$451,995	\$1,751,825	\$1,016,934	\$734,891	1. (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
partition/counte	- 57,649	\$7,649	S			大学 かいりんかい かいかい かいかい かいかい ないかい いっぱい いっぱい かいかい	on hald
floaring	\$139,549	SB1,008	558,541				pi hold
generator	\$112,486	\$65,298	\$47.188				plano
Interior lighting	\$241,548	\$140,219	\$101,329				pjoyuo
sound system	\$26,997	\$15,672	\$11,325				complete
Total	\$1,605,691	\$935,312	\$470,379				
General Conditio	\$32,114	\$18,706	\$13,408	\$32,114	\$18,706	\$13,408	\$13,408 hold original budget
Contingency	\$163,780	\$95,402	\$68,379	\$108,780	\$63,147	\$45,633	\$45,633 \$55,000 included in bids above
A/E	\$117,103	\$68,212	548,891	\$117,703	\$68,212	C48,891	S48;891 hold original budget
C.M.	\$108,095	\$62,965	\$45,130	\$108,095	\$62,965	\$45,130	545,130 hold oniginal budget
Project Total:	\$2,026,783	\$1,180,598	\$846,185				



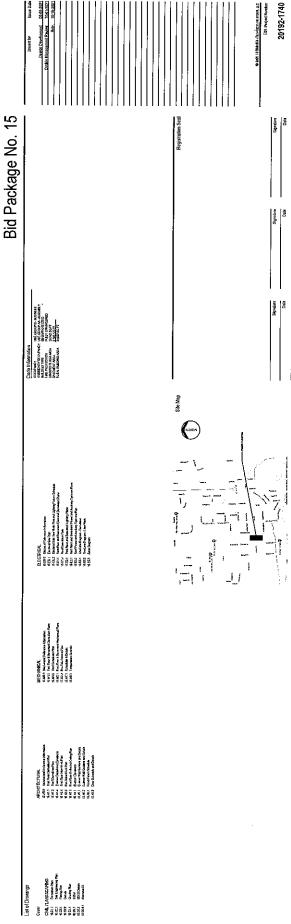




South Lyon Community Schools

South Lyon Administration Building Renovation

335 S Warren St South Lyon, MI 48178



South Lyon Administration Building

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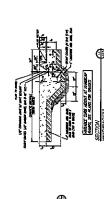
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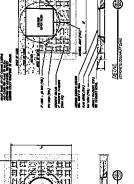
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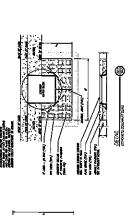
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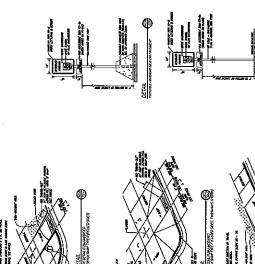












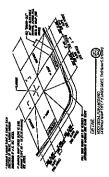
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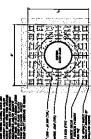
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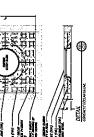
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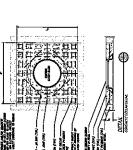












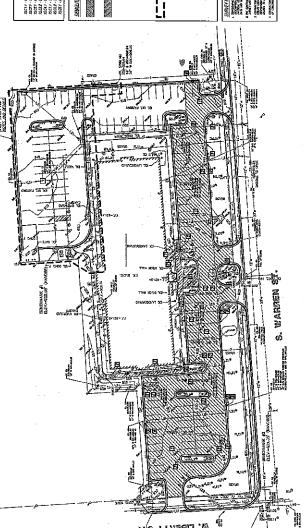
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South Lyon Administration Building

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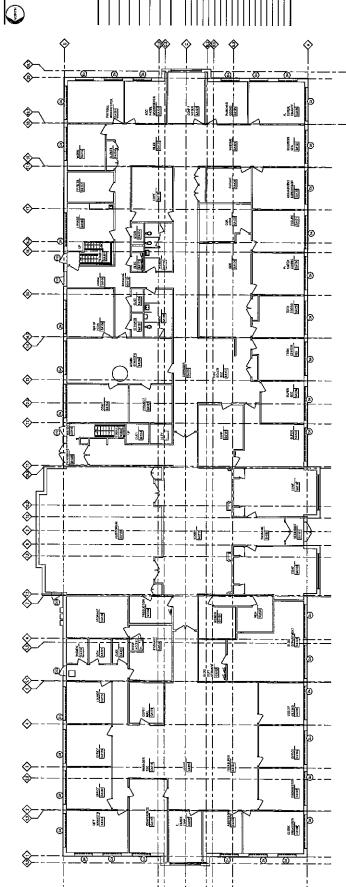
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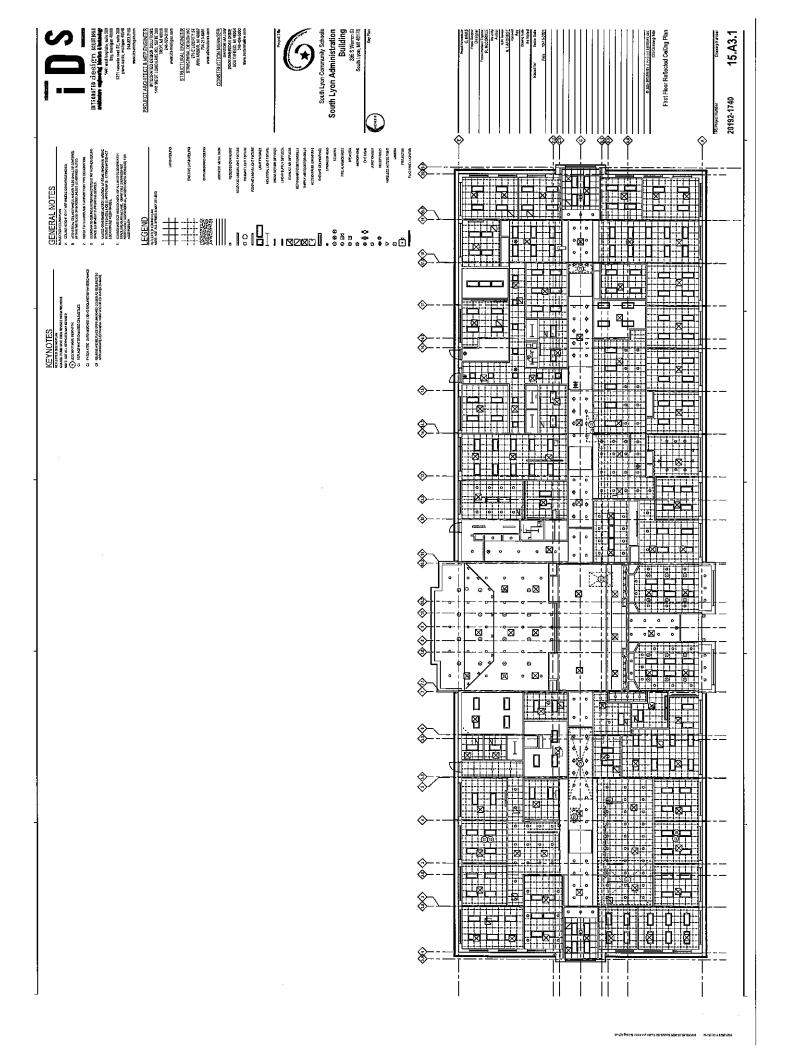
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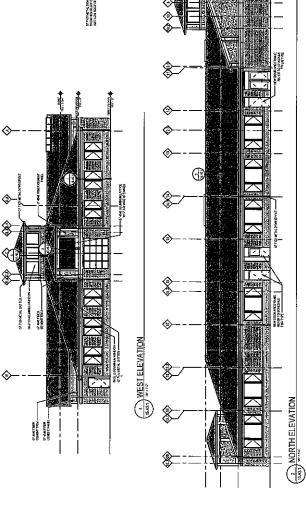
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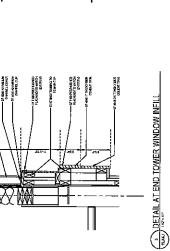
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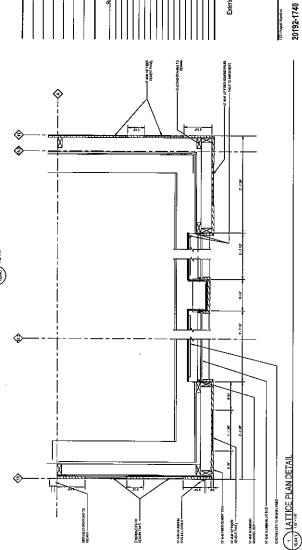


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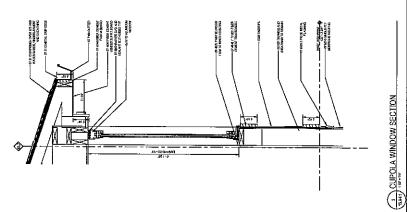






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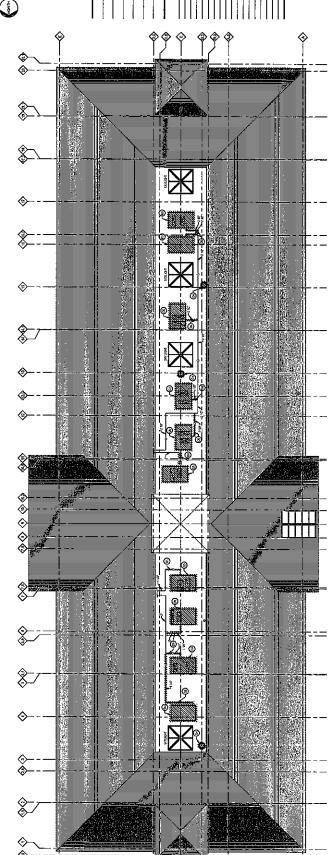
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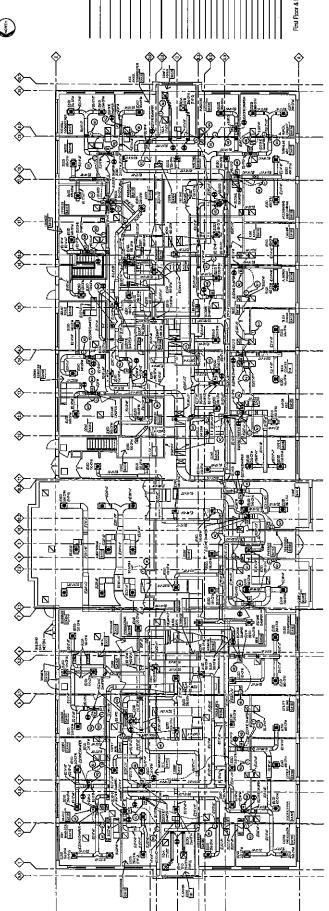
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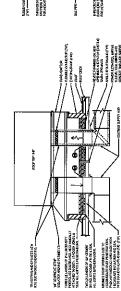
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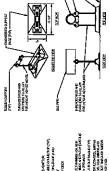
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SOUTHERD, IN 46234
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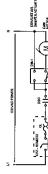
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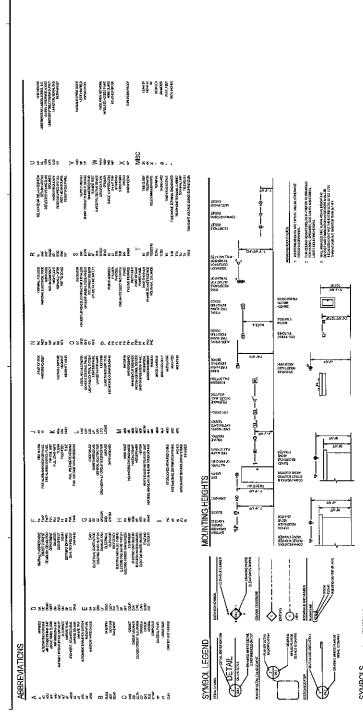
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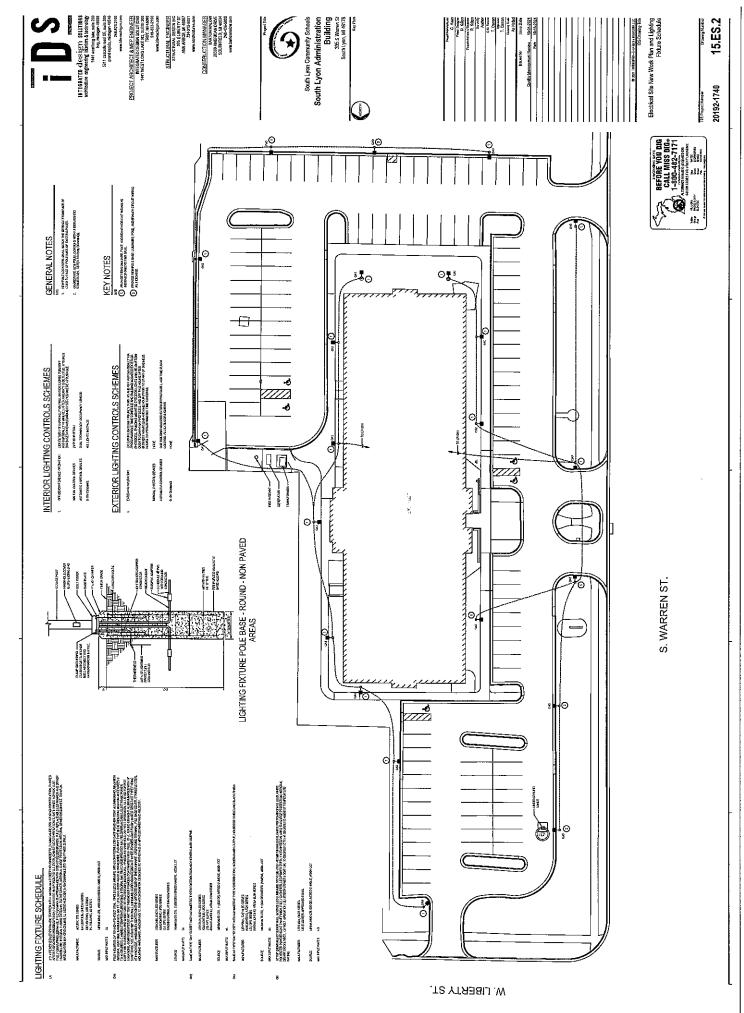
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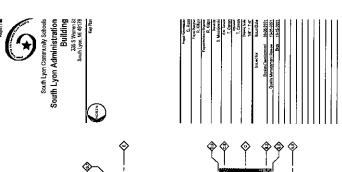
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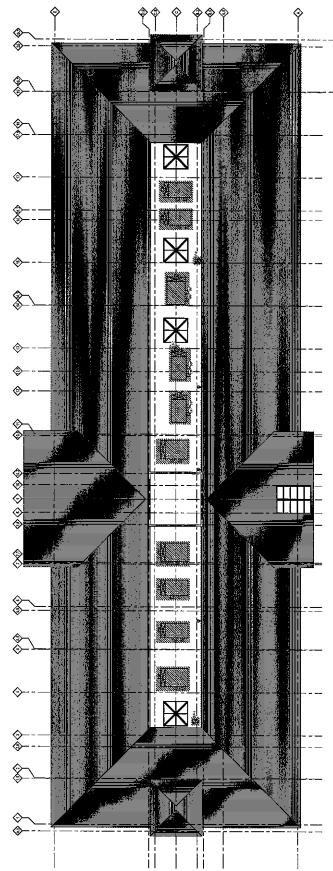
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www.bartonmolow.com

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AGENDA NOTE

New Business: Item #2

MEETING DATE: Jan 10, 2022

PERSON PLACING ITEM ON AGENDA: Douglas Varney, Director, Utilities & DPW

AGENDA TOPIC: Emergency purchase of new lift station pump for the Trotter's Point Lift Station.

EXPLANATION OF TOPIC: The explosion proof submersible pump for the lift station at Trotter's Point had a recent failure. The pump, manufactured by Sulzer (formerly ABS), was pulled and replaced so it could be taken to Detroit Pump (the factory rep for Sulzer) for tear down and analysis. We currently have no spare and if there were a failure the station would require a pump to be rented at a substantial cost. There is a pump available for purchase through Detroit Pump. This is a budgeted expenditure that can be purchased for the amount of \$17,127.00 not including the freight charge. This purchase can be expensed using Equipment Miscellaneous account **592.557-977** and the quote from Detroit Pump is attached for review.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

1.1 Quote by Detroit Pump for a new Submersible Pump for Trotter's Point Lift Station

1.2 Image of New Sulzer pump for Trotter's Point Lift Station

POSSIBLE COURSES OF ACTION: Approve/deny the purchase of new submersible pump at the Trotter's Point Station for \$17,127.00.

SUGGESTED MOTION:

(1)	Motion by _	supported by	to waive Sec 2-224 of the City
	of South Lyo	n Code of Ordinances, "Approval for purchases	or contracts over \$2,000.00;
	competitive b	pidding for purchases or bidding over \$5,000.00	" because "no advantage to the
	city will resu	lt" from competitive bidding.	_
(2)	Motion by	, supported by	to approve the
	purchase of a	new explosion proof Sulzer Submersible Pump	for the lift station at Trotter's
	Point for \$17	,127.00 under line item 592.557-977 .	

QUOTATION

Detroit Pump & Mfg Co 23751 Amber Avenue Warren, MI 48089 USA 248-544-4242



Order Num	ber				
1079337	<u>'</u>				
Order Date Page					
12/28/2021 10:23:09					

Quote Expires On 1/27/2022

Bill To:

South Lyon, City of Waste Water Treatment Plant 335 S Warren

South Lyon, MI 48178

Attn: Evelyn Lawrence

248-437-4006

Customer ID:

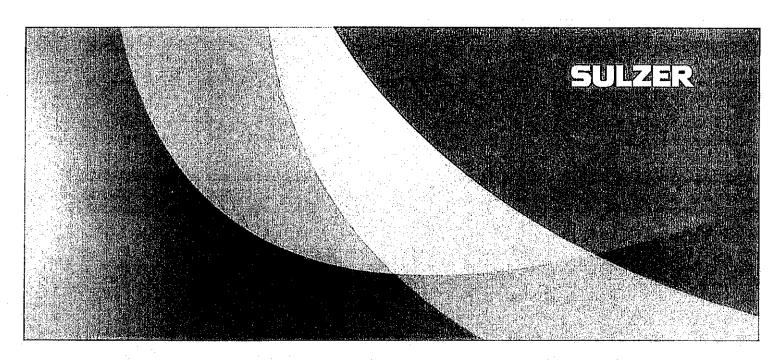
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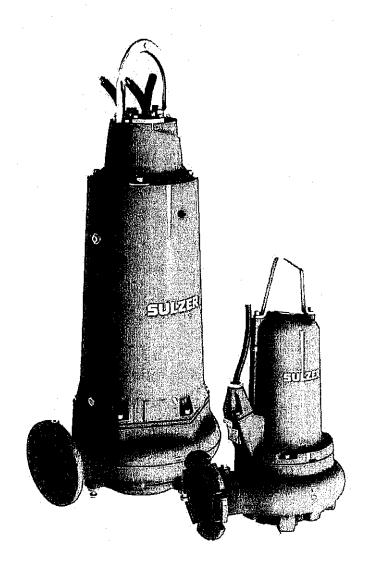
South Lyon, City of Waste Water Treatment Plant 335 S Warren South Lyon, MI 48178

Requested By: Ron Beason

Sulzer/AP Quantities Condessed Allocated Remaining UOM Unit Stee East Uom Uom Unit Stee East Uom Quantities Comparison Comp	otion	Pricing			
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Order Note: Subject to Detroit Pump Terms and Conditions Freight: Not Included (UPS Prepaid & Add, Truck Collect) Taxes: Not Included (Exempt Form Required for Non-Tax Sales) Terms of Payment: Net 30 Days (with approved credit) Quote is valid for 30 days Lead Time: (1) In Stock in South Carolina		otion	. 1777	UMR	Extended
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Submersible Sewage Pumps Type ABS XFP



Features and Benefits of the Hydraulics

Versatile range of Contrablock Plus impellers

- This technology has been specially engineered to handle tough requirements, such as reduced water consumption and higher rag and solid content
- Highly reliable and efficient impeller design with single and multi-vane models to ensure exceptional blockage resistance, solid passage min. 75 mm / 3 inches and greater
- Optimum balance of impeller vane numbers and solids handling, based on extensive Computational Fluid Dynamics (CFD) research and testing
- Market leading efficiency, without compromising on solid size and rag handling

Adjustable bottom plate with intercepted slotting

- · Significant energy savings throughout lifetime
- Blockage free operation
- Adjustment of the bottom plate restores pump efficiency
- · Maintains efficient rag handling throughout its lifetime

3 Double volute casing from DN 400 / 16 inches

- Reduces radial forces and shaft deflection
- Maximizes the life of bearings and shaft seals, thereby reducing lifecycle costs

2 Double mechanical seals

- Silicon carbide/silicon carbide (SiC/SiC) provides maximum resistance from abrasives
- Seal blockage prevention reduces operational costs.
- SiC/SiC is chemically resistant in wastewater and most other industrial applications

6 Heavy-duty stainless steel shaft

- Minimizes deflection at mechanical seal to <0.05 mm / 0.002 inches
- Increased safety against fatigue fractures

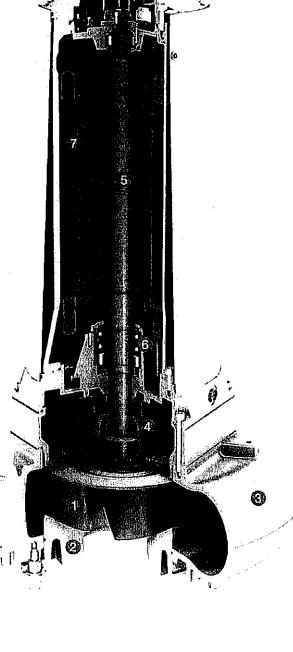
Heavy-duty bearings

 Minimum life 50,000 h for motors up to
 9 kW / 12 hp and minimum 100,000 h for motors larger than 11 kW / 17 hp

(Ta)

 Premium efficiency IE3 motor in accordance with IEC 60034-30





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AGENDA NOTE #3

MEETING DATE: January 10, 2022
PERSON PLACING ITEM ON AGENDA: Michael Weir, Deputy Fire Chief
AGENDA TOPIC: Purchase of (26) SCBA equipment from Apollo Fire Equipment.
EXPLANATION OF TOPIC: South Lyon Fire Department has partnered with several other departments to apply for a FEMA AFG air pack grant. The grant will provide a 90% reimbursement for SCBA equipment purchased. The SCBA equipment must be purchased collaboratively through Apollo Fire Equipment. The City will pay the full cost of \$182,000 and then will be reimbursed approximately \$163,800 through the grant. This item was originally budgeted in the Fiscal Year 2020-2021 Budget, but the purchase/grant was delayed until this year by FEMA. A budget amendment to account line item 101-335.000-977.000 will be needed to approve the purchase.
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Invoice from Apollo Fire Equipment for \$182,000. Photo of SCBA equipment to be purchased.
POSSIBLE COURSES OF ACTION: Approve/deny the purchase of (26) SCBA equipment for \$182,000 from account 101-335.000-977.000.
SUGGESTED MOTION: Motion by, supported by to approve the purchase of (26) SCBA equipment in the amount of \$182,000 under account line item 101-335.000-977.000

Motion by _______, supported by _______ to amend the Fiscal Year 2021-2022 Budget to increase the General Fund, Fire Department expenditures by

\$182,000 under account line item 101-335.000-977.000.

APOLLO FIRE EQUIPMENT

12584 LAKESHORE DR. ROMEO, MI 48065

INVOICE			
DATE	INVOICE NO.		
12/23/2021	107685		

BILL TO	
SOUTH LYON FIRE DEPT. 217 WHIPPLE SOUTH LYON, MI 48178	

SHIP TO	
SOUTH LYON FIRE DEPT.	
217 WHIPPLE	
SOUTH LYON, MI 48178	

	P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA
		NET 30 DAYS	DD	10/14/2021	DELIVERED
ITEM	DESCRIP	TION	QTY.	UNIT PRICE	AMOUNT
G1	BREATHING, (2) 4500 PS	ASA GI SCBA 4500 PSI W/BUDDY REATHING, (2) 4500 PSI 45 MINUTE		7,000.00	182,000.00
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Phone #	Fax.#	E-mail	Web Site
586-752-1800	586-752-6907	APOLLO@APOLLOFIRE.COM	WWW.APOLLOFIRE.COM



AGENDA NOTE

New Business Item # 4

MEETING DATE: January 10, 2022

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: School Resource Officer Agreement

EXPLANATION OF TOPIC:

After the horrific occurrence in the Oxford School District over a month ago, our officers have been providing additional security in the South Lyon Middle & Grade Schools. We provided the service based upon the immediate safety need of the students and faculty within the schools. After the tragedy, there were numerous threats within the county and the South Lyon School District. At that time, we did not envision that we would be asked to provide services on a long-term basis for the schools.

At the request of the School District, our respective administrative staff began to work on an agreement with the South Lyon Schools to provide a School Resource Officer (SRO) for the South Lyon Middle Schools for the remainder of the school year.

The SRO will provide the requested educational support, relationship building, role modeling, a resource for families, addressing safety & security and other support as outlined in the attached agreement.

We have prepared additional information (including the SRO agreement) for your review. This additional information shows the detailed costs to provide a South Lyon officer within the Middle Schools. It is computed at the current rate of pay (including benefits) for the officer that will be working at the schools. For comparison purposes, we also included information on the cost of a newly hired officer (lowest paid, including benefits) working within the Police Department. We included costs for Salary, COLA, Longevity, FICA, MERS, Dental, Life AD&D, Disability, Cleaning & Uniform Allowance, Workers Comp., Health Insurance. There were no costs added for any police equipment (including vehicles, computers, etc.) There is also no additional cost for administration or overhead.

The Agreement is for approximately six months of service, less the days school is not in session (holidays, breaks, etc.), also deducting and computing for a possible number of snow days. The cost is based upon a (per day expense).

The attached agreement is for the period from December 8, 2021 to June 17, 2022. The contract is for \$56,500.

The Schools will be providing an office, computer, telephone, file, desk, chair, office supplies and secretarial assistance whenever deemed necessary.

The officer that is working in the school was provided training as an SRO officer several years ago, and is familiar with the work assignment. This doesn't mean that this officer will always be the SRO for the schools. It could change based upon need within the schools or within the department.

The Schools and the City have not worked out any long-term agreement for providing an SRO in the middle schools to provide year-round coverage. The attached agreement was written to address the immediate need, and safety concerns of the district and the community. However, based upon how this temporary arrangement pans out, this could be a future possibility. We would certainly bring any possible future long term agreement before our respective boards.

The revenue for the officer outlined in the agreement, will be paid directly to the City and deposited in the City's general fund. This is due to the Police Department funding coming directly out of the general fund. The remainder of the time the officer is not acting as an SRO in the schools, they will be working on the road, detective bureau, or another assignment. The only budget amendment that would be needed is for the added revenue coming from the schools to pay for the SRO. No additional expenditures or budget amendment is needed within the expenditure portion of the police budget, because we are using a current budgeted officer.

Since the officer has been in the schools, the South Lyon Police Department has received dozens of compliments and acknowledgments from staff, parents and administrators. We acted to provide an extra sense of security in the schools, when it was needed. The students have been very receptive to our officers, and are often viewed as being relieved when they are seen in their presence.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Agreement, School governance overview, financial / cost information. Additionally the copy the POAM Police Contract.

POSSIBLE COURSES OF ACTION: Approve or not approve the agreement between the City of South Lyon and the South Lyon Schools to provide School Resource Officer in the Schools for the remainder of the school year.

SUGGESTED MOTION: Motion by	, supported by
to approve the agreement between	een the City of South Lyon
and the South Lyon Schools to provide School Resource Of	fficer in the Schools for the
remainder of the school year.	

AGREEMENT FOR ASSIGNMENT AND USE OF SCHOOL RESOURCE OFFICERS (SROs)

This Agreement is made and entered this	_day of	, 2021 into by and between the
South Lyon Community Schools ("SCHOO	L DISTRIC	CT") and the City of South Lyon ("CITY");

WHEREAS, the SCHOOL DISTRICT and the CITY believe in a proactive approach to crime deterrence and innovative education; and

WHEREAS, the SCHOOL DISTRICT and the CITY desire to provide a safer school environment through a School Resource Officer Program;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the SCHOOL DISTRICT and the CITY hereby agree as follows:

1. **Assignment of Personnel**. The CITY, by and through its South Lyon Police Department ("SLPD"), shall assign one regularly employed police officer as a School Resource Officer (SRO) to be shared between each of the following schools:

Centennial Middle School 62500 Nine Mile Road, South Lyon, MI 48178 Millennium Middle School 61526 Nine Mile Road, South Lyon, MI 48178 (hereinafter collectively, the "Schools")

Selection of the SRO assigned to the Schools will be made through a collaborative process involving the City's Police Department and the SCHOOL DISTRICT Administration.

- 2. **SRO Responsibilities**. The responsibilities of the assigned SRO will be in accordance with the Governance Overview and Job Description attached hereto as **Exhibit A** and **Exhibit B**, which are hereby incorporated as part of this Agreement. The Chief of Police and the Superintendent of Schools shall consult and agree as to the specific role, work schedule, and logistics of the officer(s) assigned. The ultimate responsibility for and control of the SRO, through the chain of command, shall remain with the Chief of Police for the CITY. The SCHOOL DISTRICT acknowledges SROs are required by policy and procedure to perform various tasks throughout the year which may require the SRO to be absent from the schools, including but not be limited to: weapons qualification required by the Department or State, in service training, court appearances, other law enforcement emergencies, etc.
- 3. **SCHOOL DISTRICT Responsibilities**. The responsibilities of the SCHOOL DISTRICT include, but are not limited to:

- i. Compensate the City for SRO services provided under this Agreement in accordance with paragraph 7.
- ii. Provide the SRO with appropriate office space (e.g., private office space which can be secured, desk, chair, filing cabinet), supplies and equipment as may be necessary for the SRO to perform his or her duties and responsibilities under this Agreement.
- iii. Provide a designated liaison for communications with the SRO.
- iv. Communicate with the SRO, Chief of Police, Police Department and City regarding the need for specific law enforcement assistance on a timely basis.
- v. Communicate with the SRO regarding criminal justice problems relating to students and school campus security issues.
- vi. Notify the SRO of the discovery of weapons, drugs, alcohol, or other illegal contraband on school grounds.
- vii. Notify the SRO of the names of specific individuals not allowed on school property.
- viii. Notify the SRO of any anticipated problems resulting from disciplinary action taken against a student.
- ix. Provide the SRO, Chief of Police, Police Department and City with updated copies of all applicable codes of conduct, policies, rules and regulations.
- x. Work cooperatively with the SRO, Chief of Police, Police Department and City to make any needed adjustments to the SRO program throughout the school year.
- 4. **Relationship**. The relationship between the SCHOOL DISTRICT and the CITY shall be that of independent contracting parties. The CITY shall determine its own methods and manner for performing the services to be provided under this Agreement within the overall policies and rules established by the SCHOOL DISTRICT, as the same may be amended by the SCHOOL DISTRICT from time to time. The CITY shall remain solely responsible for determining the means and methods of performing services under this Agreement. The police officer(s) assigned by the CITY to SCHOOL DISTRICT buildings shall at no time represent himself or herself to be an employee, servant, or agent of the SCHOOL DISTRICT. The police officer(s) shall remain an employee of the CITY and not that of the SCHOOL DISTRICT at all times relevant hereto.
- 5. **Term.** The term of this Agreement will be for the remainder of the 2021-2022 school year, with the term commencing on December 8, 2021 and ending on June 17, 2022.
- 6. **Termination**. This Agreement may be terminated by either party upon thirty (30) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated for any reason and without cause by either party upon ninety (90) days written notice. In the event this Agreement is terminated, pro-rated compensation will be paid to the CITY for services performed to the date of termination.

7. **Compensation**. The parties agree to share the cost of salary and fringe benefits for the assigned SRO. The SCHOOL DISTRICT agrees to pay \$56,500 as its share of funding for the SRO for the term of this Agreement, provided that the position is staffed for all months that school is in session.

The CITY shall bill the SCHOOL in monthly beginning in January 2022 and the SCHOOL DISTRICT shall remit payment within thirty (30) days of receipt of such bill. In the event the SRO is unable or unwilling to perform the required duties for all or a portion of any given month, and the CITY is unable or unwilling to provide a replacement officer, the SCHOOL DISTRICT shall only be responsible for a "pro rata" share of the costs listed above for services actually provided.

The CITY is responsible for payment of salaries, taxes, benefits, insurance premiums and other expenses related to the employee providing the service and will hold the SCHOOL DISTRICT harmless from such claims relating thereto. CITY officers, employees and personnel providing services under this Agreement shall not be deemed employees of SCHOOL DISTRICT, nor shall this Agreement give rise to any employment relationship.

- 8. **No Indemnification**. Each Party shall be responsible for the acts and/or omissions of its agents and/or employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend the other Party for any claim, damage or liability arising out of or stemming from this Agreement or services provided hereunder, or be construed to waive the defense of governmental immunity held by the City and the SCHOOL DISTRICT. The SCHOOL DISTRICT shall name the CITY as an additional insured on the SCHOOL DISTRICT's general liability policy for the limited purpose of providing liability coverage for claims, damages, and causes of actions arising out of services provided under this Agreement only.
- 9. **Amendment, Waivers, Construction**. No waiver, alteration, amendment, or modification of any provision of this Agreement shall be binding unless in writing and signed by the Parties hereto. The fact that one of the Parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.
- 10. **Applicable Law, Arbitration**. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- 11. **Entire Agreement**. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The Parties acknowledge that they have not been induced to enter into

this Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference herein.

- 12. **Severability of Provisions**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.
- 13. **Notices**. Written notices required under this Agreement shall be given to the Parties at their addresses contained in this Agreement by either personal delivery or by first class or registered mail deliver to the attention of the following persons:

SCHOOL DISTRICT:

SOUTH LYON COMMUNITY SCHOOLS

Superintendent Steven Archibald

345 S. Warren

South Lyon, MI 48178

CITY:

CITY OF SOUTH LYON City Manager Paul Zelenak

335 S. Warren

South Lyon, MI 48178

- 14. **Captions**. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 15. **Terminology**. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- 16. **No Third-Party Beneficiaries**. This Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right kind in favor of any individual or legal entity.
- 17. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) Agreement.

[Signatures on following page]

The parties acknowledge effective execution of this Agreement on the date listed on the first page.

By: ______ By: _____ By: _____ By: _____ By: _____ By: _____ Craig Dashner, School Board President CITY OF SOUTH LYON By: ____ By: ____ By: ____ By: ____ Chris Sovik, Chief of Police

EXHIBIT A SOUTH LYON COMMUNITY SCHOOLS SCHOOL RESOURCE OFFICER PROGRAM – GOVERNANCE OVERVIEW

The School Resource Officer ("SRO") Program is a crime and delinquency prevention program focused on educating and counseling students. The program is a joint initiative of South Lyon Community Schools ("District") and the City of South Lyon ("City"). The primary objectives of this program are:

- 1. Educating students in the areas of crime prevention, personal safety, substance abuse, anti-bullying, internet crimes against children and cyber safety, and general law education.
- 2. Helping students with problems through personal or group mentoring.
- 3. Gathering information about criminal activity or potential problems within the school or community.
- 4. Providing law enforcement assistance to school personnel, parents, and students.
- 5. Developing a positive image of law enforcement officers among students and parents.

Selection of School Resource Officer:

All SROs will be selected in a manner outlined in the Agreement for Assignment and Use of School Resource Officers ("Agreement"). As part of that process, District building-level school administrators will be involved in the interview and selection process for the SRO assigned to their school. The following factors will be considered, among others, in the selection process:

- The officer's desire to work with youth.
- The officer's experience in law enforcement and youth work.
- The officer's interpersonal and communication skills.
- The officer's academic background and/or other pertinent training.

School Resource Officer Responsibilities:

- 1. The School Resource Officer (SRO) shall act as an instructor for specialized short-term programs at all schools, when invited to do so by the principal. The SRO shall develop expertise in presenting various subjects to students, which shall include, but is not limited to, a basic understanding of law, the role of law enforcement, and the law enforcement mission. The SRO will seek permission from the principal prior to enacting any program within the school.
- 2. The SRO shall be available for student, parent, and faculty member conferences in order to assist with the identification and solving of problems of a law enforcement or crime prevention nature. In such sessions, the SRO has discretion about what action to take if he or she becomes aware of a criminal act.

- 3. Visibility is critical to the success of the SRO Program. A law enforcement presence during lunch times, bus arrivals/departures, class changes, as well as the time before and after school, are essential in the scope of duties of an SRO. It is important for the officer to work with the administration during these periods.
- 4. The SRO shall become familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, and community-based programs. The SRO shall make referrals to these agencies when appropriate, after consultation with appropriate school staff.
- 5. The SRO shall not act under any circumstances as a school disciplinarian, school administrator, or principal/assistant principal. The SRO will cooperate and participate as necessary in the District's expulsion hearing process, if requested by the Superintendent of Schools or the school's legal counsel.
- 6. The SRO shall wear the official police uniform at all times while on duty as an SRO, unless otherwise agreed. Appropriate civilian attire may be worn on occasions agreed upon by the City and the District.
- 7. The SRO will follow and conform to all District policies and procedures that do not conflict with the established policies and procedures of the City.
- 8. The SRO will investigate crimes that take place on school property and may participate in the investigation of crimes known to involve students from his/her school.
- 9. Generally, any questioning, investigation, or searches of students that relates to suspected or alleged violations of the District's Student Code of Conduct should be conducted by school officials and not the SRO. If, in the event of an imminent threat to the safety of the school community, it become necessary for the SRO to conduct interviews or investigations with students in his/her capacity as an officer, the SRO shall adhere to all applicable legal requirements and applicable requirements, policies, and procedures established by the State of Michigan, the City, the South Lyon Police Department, and the District. The SRO shall inform the student's parent(s) and the principal, or his/her designee, of the investigation/interviews occurring on campus, as soon as practicable, if not prohibited by confidentiality provisions of applicable laws.
- 10. At the principal's or his/her designee's request, the SRO shall take appropriate law enforcement action against intruders, trespassers, and unwanted/unauthorized individuals who may appear at school and/or school-related functions, to the extent that the SRO may do so under the authority of law.
- 11. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
- 12. The SRO will be given sufficient time at the beginning of the school year to present information to school administrators, faculty, and staff on School Crisis and Emergency plans, if requested to do so.

- 13. A regularly scheduled meeting will be held for all SROs to coordinate the exchange of information among SROs in various schools.
- 14. The SRO Program will not be identical in each school. The character of the program in each school will be greatly influenced by the principal and the needs of that school.
- 15. The SRO will develop a working knowledge of students that may have behavioral/mental health issues and assist school staff and parents in developing non-criminal justice responses to behavioral/mental health issues.
- 16. The SRO and school administration will promote strategies, including Community Oriented Policing, to increase law enforcement effectiveness on school campuses.
- 17. The SRO shall be included on a building SIP (Shared Involvement Process) Committee agenda at least annually to discuss issues of school safety.
- 18. The SRO will engage the school community (i.e. parents, students, teachers, support staff, and administrators) to conduct a thorough assessment of their school crisis plan, school building layout, scheduling practices, use of human resources for monitoring purposes, and the structural design of the school to determine the need for:
 - Surveillance or security technology, such as closed-circuit television cameras in hallways, parking lots, entrances, etc.
 - Innovations for maximizing the use of human resources to monitor activity.
 - Identifying improvements and ensuring non-duplication of effort in emergency response procedures.
- 19. The SRO may take any law enforcement actions he or she deems necessary during investigations including making arrests, issuing citations, submitting cases, requesting additional law enforcement assistance, etc. Whenever practicable, the school principal shall be advised prior to the arrest of a student at school. The student's parent or guardian shall be notified by the SRO of the student's arrest as soon as practicable.
- 20. The SRO will maintain a calendar log of his/her activities within the school. The SRO will also maintain records of incidents requiring formal police documentation. Data will be available to administration upon request and, at least annually, will be summarized in a report for the Board of Education, as detailed herein.
- 21. The SRO shall comply with all applicable laws, regulations, and District policies regarding access to confidential student records/information, provided that the SRO shall, under no circumstances, be required or expected to act in a manner inconsistent with his/her duties as a law enforcement officer. The SRO may have access to confidential student records/information, only to the extent allowable under the Family Educational Rights and Privacy Act (FERPA) and applicable District policies. A SRO shall not automatically have access to confidential student records/information simply because he/she is conducting a criminal investigation involving a student or for general non-specific purposes.

22. The SRO may be temporarily reassigned during a law enforcement emergency as determined by the Chief of Police.

Facilities and Materials:

The SRO should be considered a resource for the principal's administrative staff. The SRO should work closely with the principal or an administrator appointed by the principal. The School Board shall provide, if possible, each SRO the following facilities and materials necessary for the proper performance of the SRO function:

- A properly lighted, private and secure office with a telephone and locking file cabinet for business purposes.
- A desk, chair, appropriate office supplies, internet access and secretarial assistance, if needed.
- For the safety of school staff, the officer should be issued a portable 2-way radio for communication with other school personnel.

Training:

The District will provide the SRO appropriate training and opportunities to participate in professional development on topics relevant to the school setting and working with students. Such topics may include, but are not limited to: restorative processes, social justice, non-violent crisis intervention (NVCI) protocols, students with disabilities and special needs, positive behavioral intervention supports (PBIS).

Reports:

At least annually, a report will be made to the District's Board of Education, summarizing the educational and support activities conducted by the SRO, as well as providing data about any incidents requiring formal police intervention. The report will also include information about any training provided by the school district for the SRO and any complaints lodged against the SRO.

The SRO will be provided an annual performance review by the District, for which the building principal shall provide input.

Complaints:

A student, parent, teacher, or administrator wishing to submit a complaint, orally or in writing, of an alleged abuse or misconduct by a SRO, can do so by contacting the Assistant Superintendent for Administrative Services. He/she will facilitate filing of the complaint with SLPD, as appropriate. Both police departments have formal processes to investigate complaints filed by citizens. At the close of the investigation, the Superintendent and the citizen who filed the complaint will both be informed of the outcome.

EXHIBIT B

JOB DESCRIPTION SLCS School SROs (School Resource Officers)

Locations: SLPD officer for Centennial Middle School and Millennial Middle School

Hours: 8 - hour shift

Generally, 7 am- 3 pm, "flex hours" 1day/week to be present at after school

activities as arranged with building principal

Calendar: The SRO's work schedule would follow the school calendar as closely as

possible.

Dress Code: Will carry gun, badge, etc. daily. Will vary between full uniform and more casual

attire (but still identifiable as police officer). Further guidelines TBD.

Role in School:

- <u>Not</u> involved in student discipline, but would be available in situations when administration would normally need to call for police officer involvement. (Refer to Governance Document)
- Educational support
 - .../ Health class (drugs) and Government class resource; other topics as requested
 - .../ Career education
 - .../ Presentations to students and/or parents related to anti-bullying, social media issues, substance abuse, sexual harassment, etc.
 - .../ Decision-making skills
- Relationship -building and role-modeling
 - .../ Mentoring
 - .../ Interaction with students at arrival/dismissal, passing periods in the halls, lunch
 - .../ Meetings with parents
 - .../ Participation in Restorative Process meetings
 - .../ May be asked to attend building SIP (Shared Involvement Process) Committee meetings monthly
- Resources for families
 - .../ Work in conjunction with school social workers and counselors to provide support
 - .../ Truancy issues
 - .../ Home/family "well-being" checks
- Safety and security
 - .../ Serve as a member of District Safety Advisory Team and participate in monthly meetings
 - .../ Lockdown drills
 - .../ Building crisis team
 - .../ Traffic issues

- .../ Available onsite for issues when administration would normally need to call for police officer involvement (for support or to file a report)
- .../ Onsite to observe canine searches and preserve chain of custody if needed
- .../ Onsite presence at district polling locations on student Y2 days
- Support for other schools in jurisdiction as necessary

Cost Analysis for SRO Based on Contract Terms 12/08/2021 to 6/17/2022

Current Assigned Officer Walton's Wages & Fringe Benefits Analysis

	SRO Wages/Fringes \$ 56,904.07			SRO Wages/Fringes \$ 35,498.50		
	Service Ratio (Less 4 Snow Days) 0.4115			Service Ratio (Less 4 Snow Days) 0.4115		
Lífe AD & D \$ 158.00	Total Wages/Fringes \$ 138,271.57		Life AD & D \$ 158.00	Total Wages/Fringes \$ \$		
Dental Insurance \$ 1,651.00	Health & Rx Insurance \$ 20,228.00		Dental Insurance \$ 1,651.00	Health & Rx Insurance \$ \$		
MERS Retirement \$ 25,081.00	Worker's Comp. \$ 2,417.00		MERS Retirement \$ 3,645.13	Worker's Comp. \$ 2,417.00	\$ 56,904.07	\$ 35,498.50
FICA \$ 6,156.57	Optical Insurance \$ 279.00		FICA \$ 3,983.61	Optical Insurance \$ 279.00		
Longevity \$ 1,600.00	Uniform Allowance \$ 750.00	fits Analysis	Longevity -	Uniform Allowance \$	Total Wages/Fringes for Senior Patrol Officer for Contract Terms	er for Contract Terms
COLA \$ 600.00	Cleaning Allowance \$ 400.00	New Patrol Officer Wages & Fringe Benefits Analysis	COLA \$ 600.00	Cleaning Alfowance \$	es for Senior Patrol Off	Total Wages/Fringes for New Patrol Officer for Contract Terms
Current Salary \$ 78,278.00	\$TD/LTD \$ 673.00	New Patrol Office	Current Salary \$ 51,473.29	STD/LTD \$ 673.00	Total Wages/Fring	Total Wages/Fring

AGREEMENT

BETWEEN

CITY OF SOUTH LYON

AND

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN REPRESENTING

THE SOUTH LYON PATROL OFFICER'S BARGAINING UNIT
JULY 1, 2020 THROUGH JUNE 30, 2024

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, between the CITY OF SOUTH LYON, a Michigan Municipal Corporation, hereinafter referred to as the "EMPLOYER", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "UNION", and expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

THISAGREEMENT, entered into by the City of South Lyon and Police Officers Association of Michigan, has as its purpose harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political, or union affiliation.

It is the general purpose of this Agreement to promote the mutual interest of the City and its employees and to provide for the operation of the services provided by the City under methods which would further, to the fullest extent possible, the safety of employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement to those purposes.

ARTICLE I - RECOGNITION, EMPLOYEES COVERED

1.1: Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for those employees of the Employer in the bargaining unit, consisting of:

All regular, full-time patrolmen of the Police Department of the City of South Lyon, excluding the Chief of Police and all other employees.

ARTICLE II - EMPLOYEE, UNION-AND CITY RIGHTS

2.1: The Union as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

3.1: The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred

upon and vested in it by the City Charter, the Laws and the Constitution of the State of Michigan and the United States of America.

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Further, all rights ordinarily vested in and are exercised by the City, except as specifically abridged by this Agreement, are reserved to and remain vested in the City including, but not limited to, the right:

- A. To manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools, and equipment to be used, and discontinuance of any services, equipment, or methods of operation;
- B. To determine the number, location, and type of facilities and installations;
- C. To determine the size of the work force and to increase or decrease its size;
- D. To hire, assign, and layoff employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day;
- E. To permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services so long as unit employees are not displaced;
- F. To direct the work force, assign work and determine the number of employees assigned to operations;
- G. To establish, change, combine, or discontinue job classifications, and prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classification;
- H. To determine lunch, rest periods, and cleanup times, the starting and quitting time, and the number of hours to be worked:
- I. To establish work schedules;
- J. To adopt, revise, and enforce reasonable rules and regulations, and carry out cost and general improvement programs;
- K. To transfer, promote, and demote employees from one classification, department, division or shift to another:
- L. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE IV - SUPERVISORS

4.1: It is understood and agreed that Supervisory personnel are specifically permitted to perform work otherwise performed by members of the bargaining unit, including overtime work.

ARTICLE V - SUBCONTRACTING

5.1: For purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed by any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, firm, corporation if it would cause the layoff of its present employees in the bargaining unit, excluding seasonal or temporary employees.

ARTICLE VI - EXTRA CONTRACT AGREEMENTS

6.1: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement or any agreement or contract with said employees, individually or collectively, which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject of collective bargaining.

ARTICLE VII - RECOGNITION UNION SECURITY & DUES

- 7.1: The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement. For present regular members of the bargaining unit, payment of dues shall commence thirty-one (31) days following the effective date of this Agreement. For new members of the bargaining unit, the payment of dues shall start thirty-one (31) days following the date of employment.
- 7.2: Union Membership -Agency Shop. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and regular and usual dues.

ARTICLE VIII - CHECK OFF, DUES & INITIATION FEES

- 8.1: During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of all members of the bargaining unit all dues and/or initiation fees (as required) of the Police Officers Association of Michigan, provided, however, that the Union presents to the Employer authorization signed by such member allowing such deductions and payments to the local union. This may be done through the Steward of the Union.
- 8.2: The amount of initiation fee (if required) and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the second pay period of the month and will be deducted monthly thereafter on the second pay period of the month. Deduction of initiation fees (if required) will be made in two equal amounts from wages payable the following two pay periods from the effective date of authorization. Dues deducted from any calendar month by the Employer will be remitted to the designated finance officer of the Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their paychecks. Where an employee, who is on check-off, is not on the

payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made in the following months,

- 8.3: Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the union in the same manner as prescribed above for and deduction and transmission of Union dues.
- 8.4: Hold Harmless. The Union will indemnify and save the Employer harmless from any lawsuits, or judgments arising from the collection of dues and initiation fees as specified in this Agreement.

ARTICLE IX - STEWARDS & ALTERNATE STEWARDS

- 9.1: Employees covered by this Agreement shall be represented by one Steward who shall be a regular employee of the bargaining unit.
- 9.2: The Steward, during his work hours, without loss of time or pay in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received permission from his supervisor to do so. The supervisor shall grant permission within reasonable time for such steward to leave his work for these purposes, subject to necessary emergency exceptions. The privilege of such steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by any steward will subject such employee to disciplinary action. The Steward and/or alternate will be required to record or otherwise account for time spent in processing grievances.
- 9.3: The Union shall furnish the Employer with the names of its authorized representative who are employed within the unit, including any changes when they occur.

ARTICLE X - SPECIAL CONFERENCES

- 10.1: Special conferences for important matters may be arranged between the Union and the Employer or his designated representative. Special conferences may be called upon the request of either party.
- 10.2 : Such special conferences shall be between at least two representatives of the Union and at least two representatives of the Employer. Arrangement for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences may be held at any time mutually agreed to by the parties. Members of the union shall not lose pay for time lost in such special conferences. Special conferences may be attended by a representative of the local union.
- 10.3: Every attempt will be made to schedule special conferences within ten (10) days after the request is made.

ARTICLE XI - GRIEVANCE PROCEDURE

- 11.1: It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.
- 11.2: If the Employer fails to answer any grievance as designated below within the time allotted, the grievance may be advanced to the next step within the time period so stated.
- 11.3: Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle same promptly through the following steps.
 - STEP 1. An employee who feels he has been aggrieved or dealt with unfairly concerning the application of the contract shall discuss his complaint with his immediate supervisor within five (5) days of the occurrence, with or without the presence of his steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a settlement at this point. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time up to fifteen minutes in order to discuss the complaint with his steward.
 - STEP 2. If the matter isn't satisfactorily settled by such a discussion, the aggrieved employee shall report such grievance to his steward as soon as possible, but in any case within five (5) working days of the event giving rise to the grievance. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the circumstances surrounding the grievance. The steward shall file such grievance with the Chief of Police within five (5) working days of the occurrence. If the grievance is not settled between the steward and the Chief of Police, a meeting shall be held with the Chief, the steward receiving the original grievance, and the aggrieved member within three (3) working days of the filing of the grievance, and a written decision shall be rendered by the Chief within five (5) working days of the meeting.
 - STEP 3. If the grievance is not satisfactorily settled after the meeting with the Chief of Police, the employee or the union shall submit the grievance and the Chiefs response to the City Manager within five (5) days from the date of the Chiefs response. The representative of the union shall meet with the City Manager or his designated representative within eight (8) working days of the presentation of the appeal. The City Manager's answer shall be filed within five (5) working days after the meeting.
 - STEP 4. If the answer of the City Manager is unsatisfactory to the Union and the employee the grievance may be appealed to mediation by the union notifying the Employer within seven (7) working days of its intent to make application with the Michigan Employment Relations Commission for the appointment of a mediator. A hearing will be scheduled at the earliest convenience for the purpose of attempting to mediate the issue(s) in dispute. The mediation step of this procedure will not be binding upon the parties.

STEP 5. If the grievance has not been settled in the last step, the parties or either party may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expenses of its own witnesses.

In cases involving suspension or discharge, the grievance procedure shall start with STEP 3 of the grievance procedure.

- 11.4 : Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than five (5) working days after the occurrence complained of. However, the parties may mutually agree in writing to extend time limits.
- 11.5: If at any step of the grievance procedure the Union is given a response by the Employer and falls to take the grievance to the next step, the grievance shall be deemed settled by the Employer's last answer.

ARTICLE XII - DISCHARGE OR SUSPENSION

- 12.1: The Employer shall not discharge or suspend any employee without Just cause. The Employer and the union mutually agree to employ the doctrine of progressive discipline. With respect to minor infractions, the employee shall first receive an oral and written warning notice before more severe discipline is issued. A warning notice, whether oral or written, need not be issued for major infractions. The employee may at his discretion, request the intervention of the Union. The employee shall receive two (2) copies of the reprimand and, at his discretion, shall provide one (1) to the union steward.
- 12.2: In the event that a discharged employee feels that he has been unjustly dealt with, said employee shall have the right to file a complaint, which must be in writing, with the Employer within five (5) calendar days from the date of his discharge or suspension. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be final.
- 12.3: The Employer may establish and enforce reasonable rules in connection with its departmental operations and the maintenance of discipline provided such rules are not inconsistent with the provisions of this Agreement and provided that the steward has been given a copy of the new rule prior to implementation. In cases of emergency, this section does not apply.
- 12.4: Records of suspensions will not remain in a member's personnel file for longer than two (2) years from the date such record and suspension was given to employee. Such records will be turned over to the affected employee. Records of written reprimand will not remain in a member's personnel file for longer than one (1) year from the date such record and written reprimand was given to the employee. Such records will be turned over to the affected employee.

ARTICLE XIII - SENIORITY

- 3.1 : The Union shall represent all permanent employees and employees on probation for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment set forth in this Agreement. Seniority shall be on a departmental basis in accordance with the employee's last date of hire.
- 32 :Allnew employees hired on a full-time basis shalt be considered probationary employees for the first twelve (12) months with successful completion of a police academy, or in the case of a certified new hire, twelve (12) months from the date of employment.

When employees complete their probationary period, they shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

- 133 : The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and such other benefits as provided for in this Agreement, except discharge or suspension. Said employees are not covered by the grievance procedure established in this Agreement. Such discharge or suspension shall not be for union activity.
- 134: Seniority shall not be affected by race, color, creed, age, sex, marital status or dependents of the employee.

The seniority list of the date of this Agreement will show dates, names and job titles of all employees of the unit entitled to seniority.

The Employer will keep a seniority list up-to-date and available at all times and will provide the local union with up-to-date copies at least every six (6) months.

- 135 : An employee shall lose his seniority for anyone or more of the following reasons only:
 - A. He quits or retires;
 - B. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
 - C. He is absent for two (2) consecutive days without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proofs of his inability to give such notice;
 - D. Return from sick leave and leaves of absence w111 be treated as in C. above;
 - E. If an employee is laid off during the term of this Agreement for a continuous period equivalent to his seniority, but not to exceed two (2) years.

ARTICLE XIV - LAYOFF & RECALL

 ${\tt HI}\,\,$: The word layoff means a reduction in the working force due to a decrease of work or limitation offunds.

142 : When there is a decrease in the work force, the following procedure shall be followed:

Seasonal, part-time or probationary employees will be laid off on a departmental or divisional basis, provided employees with seniority can perform the available work.

- : In the event of a layoff of a full-time officer, said officer will have the option of employment as a part-time officer and shall be permitted to work in that capacity first.
- : Seniority employees will be laid off according to seniority on a departmental basis providing the employees with the greatest seniority are able to perform the available work.
- 145 : Employees to be laid off for an indefinite period of time will have at least fifteen (15) calendar days' notice of lay-off. The steward may obtain a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

14.6:

- A. When the work force is to be increased after a layoff, employees will be recalled according to seniority in reverse order to layoff, provided the employee with the greatest seniority is able to perform the available work. If the position is still existing, an employee shall be returned to his prior classification. If not existing, he shall be returned to his prior classification when such position is opened.
- B. Notice of recall may be by telephone, confirmed by certified mail to the employee's last known address.
- Employees will be granted up to fifteen (15) calendar days to return to work upon request.

ARTICLE XV PROMOTIONS & SHIFT PREFERENCE

- 15.1 : Promotions and for permanent job vacancies shall be filled in accordance with the following:
 - A. Promotions and/or permanent job vacancies will be awarded on a competitive basis.
 - B. All such vacancies will be posted in the work area of the unit for a period of at least five (5) working days.
 - C. Notices of vacancies shall indicate job duties and rates of pay.
 - D. Employees wishing to be considered for the vacancy shall submit in writing to the Employer his desires within the posted period.
 - E. Employees shall be given a written test and an oral board examination to determine the most qualified candidate.
 - F. Qualifications to be evaluated by the testing procedure shall be:
 - Performance ratings;

- 2. Educational background;
- 3. Personal qualifications;
- 4. Ability;
- 5. Seniority.
- G. All criteria being equal, seniority shall prevail as the determining factor.
- H. If no employee has indicated an interest or the Employer determines that no employee has the appropriate qualifications, the vacancy may be filled by outside hiring. The decision of the Employer shall not be arbitrary or capricious.
- An eligibility list as herein established shall remain current for a period of twenty-four (24) months. Further promotions to similar positions shall be made from the eligibility list so long as the list is current.
- J. The candidate having the highest cumulative score shall be awarded the promotion and/or job vacancy.
- K. A seniority list from the top down shall be used as a basis for assignment to the Detective Bureau position provided staffing is sufficient to allow for such assignment. The Officer from the top of that list shall be offered the first available Detective Bureau position. After that Officer accepts or declines the position, he/she will be placed at the bottom of the list. Assignment to or retention in the Detective Bureau is subject to satisfactory performance.
- 15.2 : An employee who is promoted shall be so promoted on a ninety (90) day probationary basis. If the Employer determines that the job is not being satisfactorily performed, the employee shall be returned to his former position and former rate of pay without loss of seniority.
- 15.3 : Shift preferences for the upcoming calendar year shall be submitted no later than October 15th of the current calendar year. Shift assignments shall remain in effect for the duration of the calendar year unless it becomes detrimental to the department. Requests for changes in shift assignment during the calendar year shall be mutually agreed upon between employee(s) and employer.
- 15.4: Seniority shall be recognized as a primary basis of shift preference and job assignments, provided that such recognition will not be detrimental to the operation of the department. The Chief will consider such requests and shall grant those changes that in his view will not be detrimental to the operation of the department. The Employer's decision will not be arbitrary or capricious.
- 15.5 : Shift preference will be made available in the sale discretion of the Employer and nothing herein shall be construed as making mandatory availability of shift preference.

ARTICLE XVI - STRIKES & LOCKOUTS

- 16.1: The City will not lockout employees during the term of this Agreement.
- 16.2: Parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and

welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slow-down in any department of the City or any other curtailments of work, restriction of production or interference with the operation of the City.

16.3: In the event of a work stoppage or any curtailment of service, the City shall not be required to negotiate on the merits of the dispute which gave rise the stoppage or any other curtailments of service until all such illegal activities have ceased.

16.4: In the event of a work stoppage or any other curtailment of service by the union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, stewards, or agents, shall immediately declare such work stoppage or other curtailment of assigned duties to be illegal and unauthorized in writing to the employees, and shall order said employees, in writing, to stop the said conduct and resume full service. Copies of such written notice shall be served on the City. The Union agrees further to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved, declaring said conduct to be unlawful and a violation of the Agreement and directing the employees to return to work.

The City shall have the sole and unlimited right to discipline, including summary discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited, when employees are on a regular scheduled duty shift.

ARTICLE XVII - LEAVE OF ABSENCE

17.1: A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time without pay. A leave shall be granted, denied, or extended in the exclusive discretion of the Employer, upon written request for such leave upon his application. Only a permanent full-time employee, who has completed his probationary period, shall be granted a leave of absence. The Employer's decision shall not be arbitrary or capricious.

- A. In no event shall the duration of any leave of absence exceed three (3) calendar months.
- B. All leave requests shall state the exact date on which leave begins and the exact date on which the employee is to return to work.
- C. If an employee obtains a leave of absence for a reason other than stated at time the request is made, the employee will be terminated from his job.
- D. Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.
- E. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment of working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer.
- F. No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.

- G. Any employee on an unpaid leave of absence who does not return to work within three (3) calendar months of leaving or a period equal to his length of employment, whichever is shorter, shall cease to be an employee and his seniority shall automatically be terminated.
- H. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided.
- 17.2: Upon return of an employee from leave of absence, he shall be returned to his former classification and rate of pay.
- 17.3: The seniority time of an employee will accumulate while the employee is on his approved leave of absence.
- 17.4: Leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City after notification to the employee by certified mail.
- 17.5: Military Leave.
 - A. Employees who are called for a physical for the Armed Service shall be entitled to one
 (1) days leave with pay for the day of the physical.
 - B. An employee on the seniority list inducted into the Armed Forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or similar Federal Law in the time of National Emergency, who within the meaning of the Act, satisfactorily completes his period of service, shall, upon termination of such service and consistent with such Act, be re-employed in line with his seniority at the then current rate of such work, provided he has not been dishonorably discharged from such service, is physically and mentally able in the opinion of the Employer's doctor to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date he is discharged or otherwise separated from such service in the Armed Forces of the United States; provide further, that it is not the intent of the parties hereto require that the Employer provide any right to assume dues or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in applicable Federal Law.
 - C. The City will pay an employee who is in the Military Reserves or National Guard the difference between his military pay and his regular pay for a maximum of two weeks per year providing the employee's commanding officer submit a voucher or evidence of the military pay.
- 17.6: Jury Duty Leave. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty if the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between:
 - A. The Employee's regular straight time rate exclusive of any and all premium for the number of hours up to eight (8) that he otherwise would have been scheduled to work.

B. The daily jury fee paid by the court (not including travel allowance or reimbursement of expenses).

In order to receive payment under this section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

- 17.7: Union Business Leave. Subject to approval of the Employer, members of the bargaining unit selected to attend union conferences or conventions will be allowed up to seven (7) calendar days with prior written notice to the Employer with a statement of the reasons for the leave requested included, to participate, without pay by the Employer, provided, however, no more than one such bargaining unit member shall be so engaged at any one time and for no longer than seven (7) calendar days, provided further, that the Employer shall not be obligated to honor more than one such request in anyone calendar year,
- 17.8: Educational Leave. An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes, provided that the course of study be such as to assist the employee in developing additional skills which can be used in the course of his employment with the Employer.
- 17.9: Employees covered by this Agreement who have been elected by the bargaining unit to participate in negotiations with the Employer may be allowed time off with pay to participate in such negotiations when held during regular working hours, provided that the officer attending negotiating meeting is not on overtime, and provided further that at least one other officer is on patrol at his regular straight time hourly rate of pay.

ARTICLE XVIII - PERSONAL LEAVE TIME

18.1: Regular full-time employees will be granted eighty (80) hours leave in each contract year with pay for "personal leave time." An employee excused from work under this section shall receive the amount of wages exclusive of any and all premium that he would have earned by working straight time hours on such scheduled days of work for which he is excused. The employee shall have the option to convert 100% unused personal time to comp time annually. Forty hours of personal time may be converted to pay once every fiscal year. The pay will not factor into the employee's Final Average Compensation (FAC).

ARTICLE XIX BEREAVEMENT LEAVE

- 19.1: When a death occurs in an employee's immediate family, i.e. spouse, sister-n-law, brother-in-law ,parent, parent of current spouse, child, brother, sister, grandparents and spouses grandparents, the employee on request will be excused for three working days immediately following the date of the death, provided he attended the funeral or memorial service.
- 19.2 : An employee excused from work under this section shall, after completing required forms, receive the amount of wages, exclusive of any and all premiums, that he would have earned by working during straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

ARTICLE XX - HOURS OF WORK; OVERTIME

20.1: The work day shall consist of eight (8) hours per day, inclusive of a one-half (1/2) hour lunch period. The work week will begin at 12:01 a.m. Wednesday and will consist of five (5) eight (8) hour shifts totaling forty (40) hours. The beginning work week is subject to change by the City if necessitated by demands of the computer company handling the City payroll. The City will give the union as much advance notification as possible of an impending change at the beginning of the work week.

20.2:

- A. Overtime pay shall be at the rate of one and on-half (1-1/2) time the hourly rate for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period, and forty (40) hours in one (1) work week.
- B. Employees working on any established holiday shall receive one and one-half (1-1/2) times their hourly rate in addition to their holiday pay for up to 12 hours per day if worked.
- 20.3: Employees scheduled days off shall not be adjusted for the purpose of avoiding overtime except by mutual agreement between the Employer and the employee.
- 20.4: Employees covered by this Agreement shall be granted a minimum rest period of eight (8) hours in any twenty-four (24) hour period, except in cases of emergency.
- 20.5: Employees will be granted a minimum of three (3) hours pay at time and one-half (1-1/2) for court appearances during off duty time.
- 20.6: Employees, at their discretion shall be permitted to accrue compensatory time off in lieu of receiving overtime pay, not exceeding two (2) regular shifts during any pay period as established in this Agreement and may accumulate such compensatory time off to a maximum of one hundred twenty (120) hours. Such employee request shall be made by him in writing on his regular time sheet. The Employer, at its discretion, may buy back accumulated banks of compensatory time.
- 20.7: Compensatory time may be taken when approved by the Employer. All requests for compensatory time will be made five (5) days in advance, if possible. The use of compensatory time is contingent upon no overtime created within the department due to the use of such compensatory time except in the case of an emergency approved by the Chief.
- 20.8: Employees requested to return before or after scheduled start or quit times or while off duty shall be compensated at a minimum of three (3) hours at time and one-half (1-1/2) when such call back is not continuous with his regular work shift.
- 20.9 Section 9. Field Training Officer (FTO) Incentive: FTOs assigned to train new hires shall be granted one (1) day off per every month the FTO trains a new officer.

ARTICLE - XXI HOLIDAYS

- 21.1: The following shall be considered as holidays for the purposes of this Agreement:
 - * New Year's Eve
 - * New Year's Day January 1
 - Martin Luther King Day (effective 7-1-90)
 - * Washington's Birthday Third Monday in February
 - 1/2 Day for Good Friday (Four hours straight time pay whether worked or not)
 - Memorial Day Last Monday in May
 - Independence Day July 4
 - Labor Day First Monday in September
 - * Veterans Day Fourth Monday in October
 - * Thanksgiving Day Fourth Thursday in November
 - Christmas Eve December 24
 - Christmas Day December 25
 - * Employee's Birthday
 - * Easter
- 21.2: To be eligible for holiday pay, an employee must:
 - A. Work full time the employee's regular scheduled straight time work day prior to, and the employee's regular scheduled straight time work day subsequent to, the holiday or be on excused leave.
 - B. Work full time and have obtained seniority on the date the holiday occurs.
 - C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- 21.3: If a holiday falls during an employee's vacation, 1t will be considered as a holiday as opposed to a vacation day.
- 21.4: If a holiday falls on a scheduled pass day or day off, the employee will receive eight (8) hours holiday pay or eight (8) hours compensatory time at the employee's discretion.
- 21.5: If the employee is schedule to work on a holiday and elects to take the holiday off, then the employee will be paid for the regular non-holiday hours.

ARTICLE XXII - VACATIONS

- 22.1: Regular full-time employees will be granted paid vacation in accordance to the following schedule:
 - 5 days -After completing six months of service
 - 5 days -After completing one year of service (no more than 10 days in first 2 years)
 - 10 days -After completing two years of service through four years
 - 15 days -After completing five years of service through ten years
 - 20 days -After completing ten years of service
 - 25 days -After completing twenty years of service
- 22.2 : Time offfor vacation purposes shall be mutually agreed upon between the Employer and the Employee. However, first preference for vacation time off shall be granted to employees, (in no more than one-week increments), based upon department seniority for all requests submitted by

- December 15th of the current calendar year.
- 22.3: Vacation and time off requests for the upcoming calendar year shall be submitted between October 16th and December 15th of the current calendar year. Vacation and time off requests shall be based upon departmental seniority and granted in order of preference to the requestor, in no more than one- week increments. This allows less senior officers the opportunity at fair and equal time off requests. Vacation and time off requests submitted after December 15th will be granted on a first come first serve basis for the upcoming calendar year.
- 22.4: Employee vacation time shall be computed on the basis of his regular straight time rate exclusive of any and all premiums and will be paid in conjunction with regular bi-weekly pay day schedule. If a regular pay day falls during an employee's vacation, and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive his paycheck in advance before going on vacation. Employee so eligible and desiring such advance pay must make written request to the City Treasurer at least two (2) weeks before leaving on vacation.
- 22.5 : Vacations may be taken in single day increments, however, no more than three (3) weeks' vacation may be taken at any one time. Employees may carry over five (5) days unused vacation from one year to the next succeeding year.
- 22.6 : Vacation time must be taken during the twelve (12) months following their date of accrual, and on termination, the employee shall be paid for his accrued and unused vacation days at his straight time hourly rate, except that if an employee voluntarily resigns, he must provide the City with a minimum of fifteen (15) days written notice of such resignation in order to receive pay for any accrued and unused vacation time.
- 22.7: If an employee becomes injured or ill and under the care of a medical doctor during his vacation, and the employee has accumulated sick leave credits, his vacation days shall be replaced and the appropriate number of sick days shall be charged. The employee may reschedule his vacation in accordance with this Article.
- 22.8 : A vacation may not be waived by an employee and extra pay received for work during that period.
- 22.9: When a paid holiday, as defined by this Agreement, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave extended accordingly.

ARTICLE XXIII - SICK & ACCIDENT BENEFITS

23.1 : The City shall provide sick and accident insurance, the terms of coverage being as follows:

A.	Coverage shall equal the employee's average net pay for straight time work for accidents, injuries, and illnesses for up to three (3) months' time. In the event of a life-threatening condition or illness, the coverage shall be extended up to six (6) months' time.
B.	Elimination: 7 calendar days for non-duty-related accidents, injuries, or illnesses.
C.	Should the City elect to self-insure, a special conference shall be conducted.

- 23.2: The City shall bear the entire cost of the plan.
- 23.3: For the loss of time on account of injury incurred in the course of the employee's service to the City, regular full-time employees shall receive their straight time rate of pay provided that:
 - A. The employee endorses all workers' compensation checks received by him to the City Treasurer.

The City's physician and employee's physician certifies to the City the likelihood that the employee can return to full-time duty with the City and perform the essential functions of his/her job. If there is a dispute between the physicians, a third physician shall be selected by the parties to make the controlling decision.

23.4: Personal Leave and Vacation Time shall not accumulate during long term disability and employees will not be eligible for holiday pay while on short and long term disability. 23.5: In the event that the employee remains disabled beyond six (6) months the employer agrees to provide disability insurance coverage for an additional six (6) months. The employer agrees to bear the entire cost on the plan,

The union agrees to accept the monthly insurance payment after the first six (6) months of disability. The employer will not make up the difference between the employee's regular wage and the insurance payment. The city retains the right to change insurance carriers at any time provided that the coverage is equal.

*** At the conclusion of eighteen (18) months of disability, if the employee cannot return to work, the employee will cease to be an employee and his/her seniority will be terminated. In determining the 18- month periods, time off granted under the Family Leave Act of 1993 shall not be counted.

ARTICLE XXIV - LIFE INSURANCE

- 24.1: The Employer will provide Life and AD&D insurance coverage for all full- time employees. Coverage will be in the amount of Sixty Thousand (\$60.000.00) Dollars and full premium will be paid by the Employer. Accidental death and dismemberment shall be in the amount of Sixty Thousand (\$60,000.00) Dollars.
- 24.2: The Employer shall select or change the insurance carrier in its discretion, provided that benefits are not reduced and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.
- 24.3; All benefits shall be subject to standard provisions set forth in the policy or policies.
- 24.4: When employment is interrupted by lay-off, discharge, quit, retirement, or leave of absence, the herein described insurance coverage will continue only for the balance of the month in which such termination occurs, or until the next premium is due, whichever is later.
- 24.5: Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and may escape such double payments. The Employer shall be permitted to cancel benefits or polices which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

ARTICLE XXV - RETIREMENT

- 25.1: Effective with the completion of an actuarial study provided by the Michigan Employees Retirement System (MERS), the Employer will provide the B-4 retirement. The employees will contribute 50% of the cost of the increase from B-3 to B-4 through payroll deduction. This provision concerning Pension and Retirement benefits shall not apply to persons hired into the bargaining unit after the effective date of this contract. Rather, the Employer shall provide those employees with a defined contribution plan or hybrid plan through MERS, as determined by the Employer.
 - A. "Gross pay" for purposes of determining an employee's FAC shall not exceed 120% of the employee's base pay for that last calendar month of employment or, if less than a full calendar month is worked, as prorated to the number of days worked in the last calendar month. FAC includes regular and overtime earnings and any other form of compensation except it shall not include payments for health insurance stipends, or any paid out compensatory or vacation time. This definition of gross pay shall remain in effect for the next seven(?) years.

Effective July 1, 2020 all employees covered by this agreement will contribute the following percentages of their base pay through payroll deduction:

July 1, 2020 (1.5%) July 1, 2021 (2.0%), July 1, 2022 (2.5%). July 1, 2023 (3.0%)

- 25.2: Contribution for Medical Insurance at Retirement. Employer shall contribute the full cost of but not more than Two Hundred Fifty (\$250.00) Dollars per month toward payment of medical insurance for regular retirees, and those retired under work related disability or workmen's compensation programs, subject to the following limitations and exclusions: (Effective July 1st, 2006 the employer agrees to increase the monthly payment to Five Hundred Dollars (\$500.00) per month. Effective July 1, 2016, the Employer agrees to increase the monthly payment to Seven Hundred (\$700.00) per month for all employees retiring after the effective date of this Agreement.)
 - A. If the retiree is eligible or becomes eligible for Medicare coverage provided under statutes, rules and regulations promulgated by the United States Government, the Employer's obligation under this section shall terminate.
 - B. In the event retiree obtains employment which makes medical insurance available to the retiree as a condition of employment, or retiree is eligible for dependent health care coverage by reason of the employment of the spouse of a retiree, the employee may choose not to accept other health care coverage and remain on the city's health care plan. If the employee chooses to accept health care coverage from another employer after leaving the City; the retiree may choose to opt back into the City's health care coverage within 31 days after leaving another healthcare plan, up until the age of 65.
 - C. In the event the State or Federal Government mandates employer participation in a medical insurance program affecting retired workers, Employer's contribution shall terminate.
 - D. No change in insurance company rates, coverage availability or policy shall obligate the

Employer to increase its contribution or pay for any cost of retirees medical insurance over the amount of the contribution set forth above.

- E. No person separated from the Employer by reason other than retirement (i.e. non-work related disability, reduction in force, resignation or disciplinary action) shall be eligible to receive a contribution to medical insurance under this section.
- F. Employer shall make its contribution directly to the insurance carrier and retiree shall pay the balance of the monthly charge on the due date of each month. Failure to pay any monthly installment on or before the due date shall be grounds for termination of this benefit.
- G. Retiree shall have the option to obtain medical insurance from another carrier. In that event, Employer shall pay its contribution directly to retiree upon presentment of a monthly invoice or paid receipt for medical insurance coverage the month for which payment is sought.
- H. This benefit shall be available to the persons who retire between July 1, 1989, and January 1, 1991, who have not less than sixteen (16) years of service with the Employer. Persons who retire after January 1, 1991, shall not be eligible for this benefit unless they have twenty-five (25) years of service with the Employer. This limitation shall not apply to work related disability retirements or persons retired under workman's compensation system.
- Effective July 1, 2018, the retirement benefits for new hires shall be a defined contribution (DC) plan with benefits and contributions as follows: This DC plan is administered by the Municipal Employees Retirement System (MERS) and provides for contributions to a 401a DC plan (pre tax) as follows:
 - 1. Mandatory 4% contribution from the City
 - 2. Mandatory 5% contribution from the employee

Also included in the DC plan is a 457 Deferred Compensation Plan as follows:

- Employee may contribute an additional 3% into a 457b Deferred Compensation Plan
- 2. City to match into the 457b Deferred Compensation Plan up to 3% (pre tax)

25.3: If a retiree who has ten (10) years full-time service retires under honorable conditions, the Employer shall issue a badge and police identification indicating the retiree is a retired police officer and permit the retiree to purchase his service weapon if the retiree pays 50% of the cost of a replacement weapon.

ARTICLE XXVI - SAFETY, EQUIPMENT & ACCIDENTS

- 26.1: The Employer shall, at all times, consider the personal safety of the employees in establishing operational procedures. The employees likewise, shall at all times recognize that safe working conditions depend on the joint efforts of Employer and employees.
- 26.2: If an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform work under protest and shall refer the matter to the Chief of Police and City Manager at the end of his shift for consideration and remedy. However, no employee shall be required to operate any

- equipment or perform any job that on the previous shift has already been questioned as to safety before it is investigated.
- 26.3: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall be the responsibility of employees to be familiar with and to utilize such safety appliances.
- 26.4: Any employee involved in any accident shall immediately report such accident and any physical injuries sustained. An employee shall be required to complete a written report concerning the details of such accident or injury and to provide all available names and addresses of witnesses. Failure to comply with this provision shall subject an employee to disciplinary action.
- 26.5: It shall be the duty of each employee to report all defects of equipment immediately or, in no case, later than the end of his shift. Such reports shall be made on forms supplied by the Employer and submitted to the employee's immediate supervisor, with a copy to be retained by the employee. The Employer shall not ask or require any employee to operate equipment that has been reported as having defects if the defects would render the equipment unsafe to use.
- 26.6: Employees covered by this Agreement, in the performances of their duties, shall at all times use safety devices and other protective equipment furnished to them and will comply with all safety, sanitary, and fire regulations issued by the Employer.

ARTICLE XXVII - WAIVER

27.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjector matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

ARTICLE XXVIII - VISITATION

28.1: Union representatives are permitted to visit the operation of the Department of its employees on duty during working hours with the permission of the Chief of Police or the City Manager. Office and phone facilities are not to be utilized for union business without the permission of the Chief of Police or the City Manager.

ARTICLE XXIX - BONDS

29.1: Should the Employer require any employees to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. Employees must qualify for a bond where required.

ARTICLE XXX - BULLETIN BOARDS

30.1: The employer agrees to provide bulletin board space which may be used by the Union for the following notices;

- A. Notices of Union meetings:
- в. Notices of Union recreational and social events;
- C. Notices of Union elections and the results where they pertain to the Employer's employees;
- D. Other notices concerning Union affairs which are not political or controversial in nature.
- 30.2: It is further agreed that-all notices, -including those posted by the union as provided for herein and those posted by the Employer, shall not be mutilated, destroyed, or defaced by the employees. If same shall occur, the affected employee shall be subject to disciplinary action.
- 30.3: The union agrees that in no event shall such notices be political, partisan, derogatory, or critical of the City, or the City's officers, agents, supervisors, employees, departments or divisions, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.
- 30.4 : There shall be no other general distribution or posting by employees or the union pamphlets, advertising, or political matters, notices, or any kind of literature upon the Employee's premises, other than as herein provided.

ARTICLE XXXI - PERSONAL TRANSPORTATION

31.1: When an employee is required to provide his own transportation for City related business, he may be compensated for this expense at IRS mileage rate as adopted by the City Council. The Employer reserves the right to provide the employee with transportation including, but not limited to, use of City vehicles. Travel utilizing transportation provided by an employee for which payments expected must be approved in advance by the employee's immediate supervisor. To obtain payment of travel, an employee must submit a signed statement of mileage for which he requests compensation.

ARTICLE XXXII - NEW POSITIONS

32.1: If new employment positions are created within the bargaining unit, a temporary rate of pay may be established by the City for a period not to exceed ninety (90) days. During this period, the City and the Union will negotiate as to rate of pay for the new classification. Failure to reach agreement shall be subject to the grievance procedure.

ARTICLE XXXIII - LEGAL ASSISTANCE

- 33.1: The Employer shall furnish legal assistance in the form of providing competent legal counsel, when necessary, to defend an employee who has been sued in a court of law for damages or has otherwise been brought into a court by a person, company, or organization other than the Employer, claiming damages for alleged torts committed in the course of duties performed in the course of or in the scope of the employment as required by the Employer.
- 33.2: In no event shall the Employer be required to furnish legal assistance in the course of a lawsuit or court proceeding involving allegations of acts or omissions not arising out of the employee's employment with the Employer or which are claimed by the Employer to be totally outside of the scope of the employee's authority. Provided, however, that if the employee is charged with acts pertaining to his employment and shall also have been "on duty" and otherwise authorized to act in some manner concerning the prescribed situation, then, and in that event, the Employer shall be required to furnish legal assistance for the employee involved if so requested by the employee and, provided further, that such expense of representation and the responsibility

therefore shall abide the outcome of the principal case and any decision exonerating the Employer for the acts or omissions of the employee shall be deemed conclusive as to the responsibility of the employee for the expense thus incurred. The City shall also furnish counsel during investigative proceedings which arise out of the proper performance of duties of the employee, until it is demonstrated that the employee was acting outside of his scope of authority, and it is evident that a conflict of interest exists that would preclude such representation. In no event shall the City be responsible for employee legal expenses or judgments against employees, unless expressly provided in this Agreement or approved in advance by the City Council.

ARTICLE XXXIV - IN-SERVICE TRAINING

- 34.1: The Employer may authorize in-service training programs for employees covered by this Agreement. Participation in such in-service training programs or other job related educational programs may be made mandatory for employees. The Employer will attempt to adjust schedules formandatory training to assure the employee/employees affected will have days off either before or after the training.
- 34.2: Employees so designated to participate in mandatory educational programs, i.e. "pistol shoots", shall be compensated for such participation at the premium rate of pay, if done during off duty hours or days off,
- 34.3: In such case where employees are required to participate in educational programs, the Employer shall pay, or otherwise provide for, any costs involved, including tuition, textbooks, other expenses, or transportation,
- 34.4: If training falls on a scheduled work day and training is a full-day session then the employee does not have to return to work, but will be paid for the scheduled shift. For $\frac{1}{2}$ day training, the employee shall return to work. If training falls on a day off then the employee will paid a maximum of 9 hours training.

ARTICLE XXXV - CLASSIFICATION

35.1: No employee covered by this Agreement shall work out of classification except for special job assignments or foremergency service. If an employee is required to work in a higher classification for more than four (4) work hours at any given time, he shall receive the higher rate of pay for work in the higher classification which exceeds four (4) hours. This provision shall not apply to the transportation of equipment for service or repairs.

ARTICLE XXXVI - SERVICE RECORDS, AWARDS

36.1: The Employer will maintain records of service concerning employees and, when justified in the opinion of the Employer, citations will be awarded to employees recognizing meritorious service above and beyond the call of duty.

ARTICLE XXXVII - PAY PERIODS, PAYCHECKS

37.1: Employees will be paid bi-weekly on alternate Fridays, after 12:00 noon. Each pay check will be attached to a statement reflecting earnings and all deductions.

ARTICLE XXXVIII - OUTSIDE EMPLOYMENT

38.1: Employees covered by this Agreement shall not engage in other employment or personal business enterprises in off-duty time where performance of such outside work would reduce the employee's ability to adequately perform his duties of employment with the City. Employees engaging in such outside employment which, in the Employer's opinion, is in conflict with this Article, shall be subjected to disciplinary action. The employee will notify the Chief in writing of outside employment.

ARTICLE XXXIX - UNIFORMS AND EQUIPMENT

- 39.1: The Employer shall determine the extent of and shall furnish all equipment necessary to perform the duties as assigned to employees. Employees shall be accountable for and shall exercise due care and caution in the use of the Employer's equipment.
- 39.2: For newly hired uniformed officers, the Employer will provide three (3) each of shirts, summer and winter, trousers and one (1) each of tie, belt, cap, winter jacket, service weapon, holster and leather goods and badges. Thereafter, each officer will receive a semi-annual uniform allowance to be paid one-half on the first day of June, and one-half on the first day of December, of each year. Uniform allowance shall be Seven Hundred and Fifty Dollars (\$750.00) Dollars per year for the duration of this Agreement.
- 39.3 : Each officer shall receive an annual uniform cleaning allowance of Four Hundred (\$400.00) Dollars, payable quarterly with the second pay period in July, October, January and April.

ARTICLE XL - GENERAL

- 40.1: The Employer agrees to continue providing personal liability insurance coverage for employees covered by this Agreement, if available. Coverage provided in the limit of Three Hundred Thousand (\$300,000.00) Dollars includes false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right to private occupancy.
- 40.2: The Employer shall make available practice ammunition for employees covered by this Agreement.
- 40.3: The Employer retains the right to hire and utilize part-time reserve police officers provided, however, that part-time reserve police officers may only work in conjunction with a regular full-time patrol officer. It is not the intent of this section to utilize part-time personnel, to undermine the Union, to erode the present bargaining unit, or to utilize part-time officers to avoid the payment of overtime.
- 40.4: Work schedules shall be established by the Chief of Police.

40.5 : All employees covered by this Agreement shall maintain a telephone in their name with a service phone number and shall keep the Employer informed of his current telephone number.

40.6: Employees covered by this agreement shall be required to maintain residency within a 20 (twenty) mile radius east of the South Lyon Police Department. This twenty (20) mile radius east shall extend from the furthest most north and furthest most south borders. There will be a 27 (twenty-seven) mile radius west of the South Lyon Police Department. This 27 (twenty-seven) mile radius shall extend from the furthest most north and the furthest most south borders. For purposes of the west/east borders residency, the dividing line for the west/east borders will be a due north and due south line that shall run directly through the center of the South Lyon Police Department. Newly hired employees must, as a condition of their continued employment, agree to establish residency within a 20 (twenty) mile radius east and a 27 (twenty-seven) mile radius west within 1 (one) calendar year from the date of their employment.

ARTICLE XLI - HEALTH INSURANCE

41.1: The employer agrees to provide the HAP with the City to pay all deductibles through EHIM, a third-party administrator. The employee will be responsible for \$20 co-pay for doctor and chiropractic office visits. There will be prescription drug coverage through EHIM with a co-pay of \$15 for generic prescriptions, \$30 for brand name and mail order prescriptions for two co-pays for a ninety day supply.

Effective January 1, 2016, the employer shall pay 80% of the premium of the health insurance with the employee paying 20% of the premium.

The reimbursement shall apply to those who retire under this agreement and participate in the City's medical insurance group.

The Employer agrees to provide dental insurance having no less than the existing limits of coverage up to \$1,500.00 in benefits. The Employer shall pay the entire premium. The employer retains the right to change insurance carriers at their discretion.

- 41.2: The Employer shall select or change the insurance carrier in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. Any changes will be equal to or greater than coverage at the time of change.
- 41.3 : All benefits shall be subject to standard provisions set forth in the policy or policies.
- 41.4: When employment and seniority is interrupted by lay-off, discharge, quit, or leave of absence, the herein described insurance coverage will continue only for the balance of the month or billing period in which such termination occurs or until the next premium is due, whichever is later.
- 41.5 : The Employer agrees to provide dental insurance having no less than the existing limits of coverage of the existing Guardian Plan for the duration of the Agreement. The Employer shall pay the entire premium.
- 41.6 : See new plan provided by Principal Financial using VSP as the provider network.

ARTICLE XLII - PAY SCHEDULE

42.1: Effective for all full-time members of the bargaining unit. The pay scale shall be The pay scale shall increase yearly as described: 2.5% increase (2020), 3% (2021), 3.25%(2022) & 3.25% (2023).

Effective Date	July 1, 2020	July 1, 2021	Julv1,2022	lulu 1 2022
Step 1 (Start)	\$49,974,07	\$51,473.29	\$53,146.17	July 1, 2023
Step 2 (1 Year)	\$52,965.96	\$54,554.94	\$56,327,98	\$54,873.42
Step 3 (2 Year)	\$56,816,20	\$58,520.69	\$60,422.61	\$58,158.64 \$62,386.34
Step 4 (3 Year)	\$65,657.16	\$67,626.88	\$69,824.75	\$72,094.06
Step 5 (4 Year)	\$70,571,63	\$72,688.78	\$75,051.16	
Step 6 (5 Year)	75,997.62	\$78,277.55	\$80,821.57	\$77,490.32 \$83,448.27

- 42.2: Cost of Living. An automatic adjustment shall be made quarterly during the term of this Agreement, effective with the beginning of the pay periods which commence on or immediately after April 1st, July 1st, October 1st, and January 1st. Said adjustment shall be paid to the employees in the form of a cash adjustment by other than payroll check. Said adjustment will not be added onto the employee's base hourly straight time rate of pay.
- 42.3: Adjustments shall be made each quarter of every contract year beginning on July 1, 1986, and continuing through and including July 1, 1989. Said adjustment shall be based upon the official Consumer Price Index for the Detroit Metropolitan area published by the Bureau of Labor Statistics, U.S. Department of Labor or (67-100) and hereinafter referred to as B.L.S. Consumer Price Index.
- 42.4: Effective with the beginning of the pay period starting on or after July 1, 1986, and thereafter at quarterly intervals provided for in Section 3, during the life of this Agreement, said adjustments shall be made as follows:

Effective Date of Adjustment

First pay period beginning on or after July 1, 1986, and at quarterly intervals thereafter.

Based Upon

- B.L.S. Consumer Price Index for April of 1986, as compared to the index of July of 1986, with each quarterly index on said dates to be compared to the preceding quarterly index.
- 42.5: The rate of adjustment shall be one cent (\$.01) per hour for each three tenths (.3) of a point change in the index during the base period. Changes in the Index which result in an adjustment of one-half cent or more will result in an adjustment of one (.01) cent, but changes in the index which would result in an adjustment of less than one-half cent, will be computed at the next lower cent.
- 42.6: All cost-of-living adjustment shall be based on total hours worked during the preceding quarter. For purposes of this Agreement, "total hours" shall be defined as those hours which an employee is compensated inclusive of overtime, holidays, etc. The provisions for cost-of-living as found in this Agreement shall not exceed Six Hundred (\$600.00) Dollars in any contract year.

- 42.7: In the event the B.L.S. does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Section 5., any adjustment required will be made at the beginning of the first pay period after receipt of the index.
- 42.8: Educational Incentive. The City will reimburse employees up to a maximum of eight hundred (\$800) dollars per semester for tuition upon successful completion of courses approved by the Chief of Police. In addition, the City agrees to purchase all books for approved classes and after the semester, the City will retain ownership of the books for the Police library. No employee will be able to receive more than one thousand six hundred (\$1,600) dollars in a contract year.

ARTICLE XLIII LONGEVITY

43.1 : Longevity will be paid annually in accordance with the following schedule:

After completion of 5 years of service - \$500.00 After completion of 10 years of service - \$1,000.00 After completion of 15 years of service - \$1,300.00 After completion of 20 years of service - \$1,600.00

Effective July 1, 2016 for all new hires, longevity pay will only be paid in years 5, 10, 15 and 20 of service, not annually, beginning with 5 years of service.

43.2: In the event of an employee's death, retirement, or other termination, the Employer shall pay the employee or his estate on a prorated basis for that period of the year during which the employee worked.

ARTICLE XLIV - 12 HOUR SHIFTS

- 44:1 The Police Officers Association of Michigan and the City of South Lyon agree to utilize 12-hour shifts in scheduling the members of the bargaining unit. 12 hour shifts shall remain in effect for the duration of the agreement unless such scheduling will result in a detriment to the operation of the department.
- 44:2 Twelve hour shifts will not apply to the Detective Bureau of third shift assignment.
- 44:3 No overtime will be paid as a result of schedule change day.
- 44:4 That pursuant to the Federal Wage and Hour Act, only those hours worked in excess of 160 hours within a 28-day period, or in excess of 12 hours on a shift, shall be subject to the application of overtime which shall be paid pursuant to law at the amount of 1 and ½ times their regular rate. CFRSection 553.230(c). The 160 hour base shall include approved vacation, personal leave time, and compensatory time.
- 44:6 That this 12-hour schedule program is governed by the Fair Labor Standards Act and shall operate under Section 29 USCA, Section 207(k) regarding the payment of overtime, and all disputes between the parties relating to overtime to be paid pursuant to this agreement shall be resolved by the application of Federal Wage and Hour Act except for those provisions dealing with holiday pay which are specifically addressed by the Collective Bargaining Agreement.

44:7 Earned vacation, comp, and personal leave time shall be calculated based upon hours. Credit shall be based upon 8 hours per "day" or credits set forth in the Collective Bargaining Agreement.

44:8 All other provisions of this Collective Bargaining Agreement between the parties remain in full force and effect. In the event of disputes as to the application of the Collective Bargaining Agreement to the current schedule, the City reserves the right and authority to terminate this agreement and create such other work schedule as permitted by federal and state law as modified by the Collective Bargaining Agreement between the parties.

ARTICLE XLV DURATION

45.1: This Agreement shall become effective when signed and shall remain in full force and effect through June 30, 2024. Employees will receive retroactive pay and benefits starting July 1, 2020.

45.2 : The parties agree that not later than February 1, 2024, they will undertake negotiations for an agreement to cover periods following this agreement.

Paul Zelenak, City Manager.

Paul Zelenak, City Manager.

Daniel Pelchat, Mayor

Lisa Deaton, City Clerk

Paul Zelenak, City Clerk

Police Officer Association Michigan

Ake Jacobs POAM Union Steward

SOUTH LYON POLICE DEPARTMENT

Christopher J. Sovik



Memorandum

To: City Council

From: Chief Christopher J. Sovik

Subject: Job Well Done - Lein Audit - Administrative Assistant Briann Salvers

Date: January 3, 2022

Members of Council,

I wanted to recognize Police Department Administrative Assistant Briann Salvers for outstanding performance in preparing for our Law Enforcement Information Network (LEIN) audit. As some of you are aware, having access to information from our station terminal is vital to our daily operations. Any discrepancies in record keeping may jeopardize access to LEIN and slow down the rate at which we operate. Her attention to detail reflects her personal and professional dedication to this department. The attached letter is the first such letter our agency has ever received from the oversight department, and I wanted to recognize her for outstanding performance.

Thank You



STATE OF MICHIGAN DEPARTMENT OF STATE POLICE LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER DIRECTOR

December 21, 2021

1/5/22

Chief Christopher Sovik South Lyon Police Department 219 Whipple Street South Lyon, Michigan 48178

Dear Chief Sovik:

I am writing to acknowledge the exemplary work and dedication recently demonstrated by members of your staff.

On December 15, 2021, Ms. Christine McPharlin conducted a Law Enforcement Information Network/National Crime Information Center audit of the South Lyon Police Department. Ms. Briann Salyers, your agency's Terminal Agency Coordinator, was with Ms. McPharlin throughout the audit process. The responsibility of managing and ensuring the accuracy, security, and integrity of criminal justice information systems is a shared responsibility of all federal, state, and local law enforcement agencies. It was evident to Ms. McPharlin that the South Lyon Police Department and its staff embrace this management responsibility and philosophy.

Ms. McPharlin commented on how well prepared your staff was. All requested documents and records were readily available, up to date, and accurate. All criminal history record queries were clearly and correctly substantiated. All record entries reviewed during the audit showed timely and accurate entry and validation. Overall, the finding showed that your department was compliant in all the audit components assessed. This is a remarkable accomplishment, especially in these current times and circumstances, and I feel that you and your staff should be recognized and congratulated for their hard work and efforts.

Please extend to your staff my appreciation on a job well done for all that they do in the interest of public safety.

Sincerely.

Ms. Michelle Kleckler, Division Director Criminal Justice Information Center

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STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES LANSING

ELIZABETH HERTEL DIRECTOR

December 15, 2021

The Michigan Department of Health and Human Services, Oral Health Program would like to congratulate your water system for achieving the CDC's Optimal Fluoridation Award for 2021. This is a great honor for your city and for our state. This award recognizes those public water systems that adjust the fluoride concentration in drinking water and achieve a monthly average fluoride level that is in the optimal range for 11-12 consecutive months in a year, as documented in the Water Fluoridation Reporting System (WFRS).

WFRS is a national health surveillance tool that assists states in managing their water fluoridation program. Over the past four years, 36 states have had at least one public water system in their state receive the award. In calendar year 2021, there were 1,292 adjusted systems in 29 states recognized by CDC. 89 public water systems were awarded here in Michigan.

Water utilities and their customers value the ability to demonstrate quality service. There are several award programs related to drinking water, including those conducted by the U.S. Environmental Protection Agency, the American Water Works Association, and state drinking water programs. CDC's Quality Awards can be a good opportunity to promote community water fluoridation. We hope you display your awards proudly!

Once again, congratulations on this outstanding award and for your continuing commitment to public health of all Michigan residents.

Christine Farrell, RDH, MPA MDHHS Oral Health Program Director

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Sandy Sutton, RDH, BS Community Water Fluoridation Coordinator

Water Fluoridation Quality Award

SOUTH LYON Michigan

The Centers for Disease Control and Prevention (CDC)'s support for community water fluoridation is based on more than 75 years of experience and research to show that water fluoridation is safe and effective for promoting good oral health. CDC commends this water system for providing high-quality water fluoridation for 12 consecutive months in 2020 representing a high level of operator care and accomplishment.

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