

# **Regular City Council Meeting**

**December 14, 2020**

## **Agenda**

**7:30 p.m.**      **Call to Order**  
                 **Pledge of Allegiance**  
                 **Roll Call**  
                 **Approval of City Council Minutes: November 23, 2020**  
                 **Approval of Bills: None**  
                 **Approval of Agenda**

**Public Comment**

**Discussion - Downtown**

**Fire Chief Report**  
**Police Chief Report**

**I.    Old Business**

- 1. Fieldstone Planned Development Agreement Approval**

**II.   New Business**

- 1. CAT6 Cabling for New Phone Lines from DemNET Technologies**
- 2. Fiscal Year 2020-2021 Budget Amendments**
- 3. Oakland County Assessor of Record**
- 4. Consider Cancelling the December 28, 2020 City Council Meeting**

**III.   Budget**

**IV.   Public Comment**

**V.    Manager's Report**

**VI.   Council Comments**

**VII.   Closed Session: "Closed session pursuant to Sections 8 (e) and (h) of the Open Meetings Act to discuss pending litigation in Lockwood vs City of South Lyon."**

**VIII.   Adjournment**

*\*Please see reverse side for rules of conduct for public comment at City Council meetings\**

City of South Lyon  
Regular City Council Meeting  
November 23, 2020

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

Present: Mayor Pelchat, Councilmembers: Dilg, Kennedy, Kivell, Kurtzweil, Richards and Walton  
Also, present: City Manager Zelenak, Attorney Hamameh and Clerk/Treasurer Deaton

MINUTES

CM 11-1-20 MOTION TO APPROVE MINUTES

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

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS-None

AGENDA

CM 11-2-20 MOTION TO APPROVE AGENDA

Motion by Kennedy, supported by Kivell  
Motion to approve agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

CM 11-3-20 MOTION TO APPROVE CONSENT AGENDA

Motion by Dilg, supported by Kennedy  
Motion to approve the consent agenda

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Justin Diesbourg of 645 McMunn stated he has concerns about the water tank being built on Dorothy Street. He stated it is very close to his property line and when he talked with people at the water department, there is a fence and they don't know whose fence that is. He further stated the tank is pretty close to the fence. He stated when he walks out of his patio door, all you can see is this giant steel monstrosity and if that would have been there when he bought his house, that would have given him second thoughts. He stated it will hurt his property value, so he asked if there was going to be a privacy fence around it or trees put in. He further stated it has also been extremely noisy, he has 3 kids under 4 years old and it has been hard to even let them play in the backyard. He further stated he wants some kind of barrier put in to block the view.

Casey Hill stated she is Justin's neighbor and she was asking if there is a plan being put in place to do something about the water tank that was put up 10 feet from her yard. That is basically all they can see from their yard and it constantly noisy and hopefully that will change when it is finished. She further stated they basically can't use their backyard. It is noisy and that is all you can see looking out their door wall. She is disappointed that is now their view. They are hoping there will be some beautification such as some tall trees, that would help immensely.

### DISCUSSION- Downtown

Nate Mack stated he is still working with getting more information with the applicant for their tax abatement application. He stated the annual meetings have been completed and as part of the Lyon Area Task Force we are looking at some pop-up art installations for the downtown. We are hoping to have 6 installed, but we may have to scale that back based on the lack of response from people. He then stated with the new orders from the Department of Health and Human services beginning to take effect on Wednesday, he has reached out to a number of restaurants and their offering and hours for the next 3 weeks, and he put together a flyer that shows all their hours for pick up or delivery and he posted that on the DDA Facebook page. It was shared over 100 times and he got a reach of over 17,000 people. He further stated the snowflake scavenger hunt that the DDA partnered with the arts society began yesterday, and the library put together a website page together that people can go to and show that they found the snowflakes, track their progress and enter into the competition. This is a way for people to come and explore our downtown during the pandemic. Mr. Mack stated the feather flags and corn stalks were removed on Friday and the garland will be going up soon. He then stated Draft Street has been sold. Mr. Mack stated he emailed businesses to see what promotions they will be doing during the holiday shopping season and he is working on putting something together for that as well to put online. He stated today he thought about a shop small Saturday holiday season promotion where people can show what they have bought something and having them email their receipts to him and to enter them into some sort of drawing. He is still working on that. He will be speaking with businesses tomorrow. He stated he is doing that because the County in the past have done a promotion similar. He then stated Oakland County has told him they are working on getting some additional grant funds for like weatherization which makes people making their businesses more adaptable to the weather and more PPE. He further stated he is always searching for grant opportunities. Councilmember Dilg asked when we might find out what they will be doing there. Mr. Mack stated he isn't sure, he hasn't spoken with the new owner yet, but hopefully soon.

### FIRE CHIEF REPORT

Chief Vogel stated he pulled the numbers for COVID and there is a surge. The County is reporting in the 48178 zip code 260,000 cases. He further stated we are at 560 and we doubled the number in the last month. He further stated the Fire Department has ran 12 possible or positive COVID patients, compared to 4 in October and 0 in September. He stated it seems like every call is now COVID related and it has put a lot of stress on his department. He further stated the good news is he has been on a lot of meetings and discussions about the virus and he has teamed up with some fellow Fire Chiefs and we are appealing to the State because health care and EMS workers are considered phase 1a and Police Officers are considered 1b and they decided to put Firefighters into 1b as well, but we are appealing that because we feel we are also part of the EMS system. This was a local health department decision. The CDC isn't clear, so hopefully in a few weeks we will be getting the vaccination. He stated he has polled his department about who want the vaccination and who doesn't and he is currently tallying the numbers. He further stated those who have been keeping up with the vaccination understand that there is an issue with keeping it frozen, once it is unfrozen, you have 5 days so they are going to be really strict on numbers. He further stated he is trying to get out enough information to his staff so they can make their own decision and he has already said he will be the first one in line. He hopes to lead the troops for those that want it. He then thanked Councilmember Kivell for the smoke detectors, and Councilmember Kennedy and Nate for helping getting the smoke detectors from Lowe's, and he is grateful from the citizens that have dropped off smoke detectors. Councilmember Kurtzweil stated she thought there were 3 vaccines that were coming out and will we have a choice. Chief Vogel stated the Pfizer two shot will be rolled out first to the Michigan region. He then stated he doesn't know as much about the other company, but he

has another meeting tomorrow and he is hoping to get more answers from Oakland County.

Councilmember Kurtzweil stated she thinks the other 2 are more stable than the Pfizer one.

Councilmember Dilg asked how they are doing with the smoke detector program; she is working with a couple different groups to get some more and she just asked how much she should push them. Chief Vogel stated he will always take smoke detectors, but we are now back to a healthy amount. We slowed it down during these tough times, but we will keep moving forward with it. Councilmember Dilg asked about carbon monoxide detectors. Chief Vogel stated they did, but we won't be very liberal with them, but if we find a house without one, they will get one.

#### POLICE CHIEF REPORT

Chief Sovik stated they are still participating with the no shave November, and if anyone wants to make a donation you can stop by the station, or donate online. He stated our new officer is now training with Officer Jacobs on the midnight shift and we are expecting good things from him and a long-term commitment from him. Chief Sovik stated he has just completed his 29<sup>th</sup> year of service with the City of South Lyon and it has been a great partnership for his family and the City, and he is very fortunate to serve in this position and looking forward to a few more years. He further stated everyone at the Police Department is doing well, although we have one person that has Covid, but he is starting to feel better. We have shut down some of the services to the public to safeguard our employees because if it goes through their department, we will have some issues. We have meetings every Tuesdays with department heads and the City Manager and it is very helpful. We are following our strict protocols in the station and so far, we are doing well.

#### MERS- Presentation

City Manager Zelenak stated we have Sue Feinberg from MERS here to discuss our most recent actuarial report as well as discussing the items related to the defined benefit and defined contribution plan. Ms. Feinberg stated she has been with MERS for 16 years and the southeast Michigan regional manager and she works with employers on plan changes and reviewing the annual actuarial valuation. She stated MERS is a not for profit company, they separated from the State of Michigan in 1996 and they are governed by a board of elected constituents and their actuarial firm is Gabriel, Roeder, Smith and Company. \*She then gave an overview of the actuarial that was completed, which can be seen as part of the Council packet online\* She stated the 2019 actuarial valuation is the most recent. It is a snapshot of everything that happened in 2019. She stated at the end of the year, they take all the experience, assets, the market value for the year and calculations and assumptions. She stated the report shows the required contributions for the next year. She further stated MERS does an extensive experience study every 5 years and this is where GRS compare within the nation, what experience is doing against the assumptions, such as mortality rate, rate of returns and they look at that countrywide, the state of Michigan and the experiences in our plan. She further stated they will then report to the Board if they believe there needs to be some changes. This usually shows we need to be more conservative to ensure employers are funding the plans properly. She stated they suggested the rate of return assumption be changed from 7.75% to 7.35%. That is impactful in the 2021 rates. She stated they also changed the wage of rate assumption from 3.75% to 3.%. She then stated they are looking at the overall pay growth over a long-term period of time. She stated the second part is the demographic changes such as the mortality rates, and the rate of people retiring. Ms. Feinberg stated the funding level as of 2018 the City was at 68% funded and at the end of 2019 the City was at 66% funded. She stated the change was because of the impact on most municipalities was about a 2—3% drop in funding with the change of rate assumption. The City didn't do anything wrong; it was just the adjustment. She stated as of now the City has chosen to pay the no phase in rate, so the City will be paying \$58,877 but if the City decides to do the phase in, the cost will be

\$55,451 per month. She further explained the change in assumptions and the funding level. She then spoke about the demographic graph that will help the City us for budgeting. It shows the funding contribution assumption for the 5 years. She further stated the City can be 100% funded by 2039 if the City doesn't make any additional contributions and all the assumptions are met. She stated the only defined benefit plan now only consists of the command group. That plan is closed to all other employees. She further stated table 1 on page 8 reflects the total normal cost of the different groups as well as the percentage of employee contributions. She then stated table 2 on page 9 reflects all the plans that are closed to new hires. They will all go into the defined contribution plan. Councilmember Kurtzweil asked about the multiplier that is used for the employee contribution. She further stated it appears 2.5% is the same for everyone. Ms. Feinberg stated if the employee is vested and they retire, they can leave at 60 and collect on how many years they had for the City. For a full retirement, they can retire at 55 years of age, after 25 years of service. The plan uses the final 5 years to find the final average compensation which is their highest earnings so that means when they are ready to retire, we take their years of service and multiply that by the 2.5% multiplier and also multiply that by their highest investment. She further stated that will give the yearly benefit for the rest of their life. Councilmember Kurtzweil stated the 2.5 multiplier is a factor used to increase the pension amount. She then stated it could be lower. Ms. Feinberg stated that is the number the City chose. She stated 2.5 is one of the higher multipliers. She then stated that multiplier seems to be a Cadillac multiplier added to their pension. Ms. Feinberg stated many other cities use similar multipliers. Many are closed plans with similar multipliers. She further stated as municipalities change a different structure for the future, some have changed their plans to new hires as the City has. She then spoke of the historical benefit provision on page 27. She stated the City joined MERS in 1967. In 1979 it was 1.5% and in 1994 it was 3.4%. Councilmember Kurtzweil asked if 2.5% is the max. Ms. Feinberg stated you can go higher if it is a collectively bargained division, but no in the nonunion divisions. Southeast Michigan tends to be higher, and she has seen a 2.75% and 3. % Further discussion was held regarding the multiplier and the employee contribution, the average with a 2.5%, the average employee is paying in 6.5% or higher. Ms. Feinberg stated employees are paying more of their health benefits as well. You have to look at the big picture. Councilmember Kurtzweil stated she assumes that there is a break even in the formula, meaning we have 50 employees, and 5 retirees, and these are the numbers we are working with, how do the numbers change, if the City decides to lay off 20 employees, and we go bare bones, that brings the employees down to 30, how would the numbers change. Ms. Feinberg stated if you look at scaling back the employees, the contributing factor is low, but if you take out active employees, they aren't paying their contribution, but the City will still be paying the same amount to fund their retirement. If the employees contribute more, that will only lower what the city is paying while they are still working. Ms. Feinberg then discussed the flow of valuation assets which shows what is going in and out of your plan. She stated the City is paying the minimum contribution of \$573,966.00 and it appears the City contributed an additional \$7,711.00 She then stated the employees contributed \$47,115.00 She then stated the \$572,587.00 are the investment earnings on the balance. Councilmember Richards asked if 15-20 years down the road, and we have 50 employees within 20 years of retirement, and some of them are within 10 years of retirement across the divisions, if they chose to increase their own contributions, will that affect the other employees in the plan. Ms. Feinberg said it is not allowed in the plan, and it wouldn't help their retirement at all. Councilmember Kurtzweil asked what the City do in managing its MERS to get it sued by MERS. Ms. Feinberg stated this has been going on for a while and the City of Wayne have been having some issues, and they weren't able to keep paying their minimum contributions to their employees' retirement, they just didn't have it in their budget. She stated if a City can't pay at all, or only pay partial payments, MERS works with the State Treasury, the city's attorney's, and city council and come to an agreement on how to move forward. With the City of Wayne, they stopped paying completely for 3 months. After 3 months, Treasury is involved and it

becomes a legal process. She stated they work with their attorney's and file a judgement levy. They were able to come to an agreement, and what happens, the taxpayers are levied that amount the City can't pay toward their pension. The taxpayers are now being taxed for the difference for that year. You have to make sure that that promised benefit is funded by the City and it is a benefit that is protected under the state constitution so we have to make sure the benefit is there. She further stated it is not hostile and hopefully next year will change for them. Councilmember Kurtzweil stated people need to understand that there are legal issues that go along with the pension. Councilmember Kennedy asked what level their funding level was? We are currently at 66% funded. Ms. Feinberg stated she thinks they were in the 45% range. She further stated there was a lot of things that go into it. She then stated if you look at the total unfunded liability is 6 ½ million dollars, and there are more cities that have up to 45 million-dollar liabilities. Councilmember Kivell stated at the same time, all the comments are pertinent, we have always been able to pay the numbers and we are on a plan and have been for a long time and he is grateful we aren't like one of the communities that are having trouble. Further discussion was held regarding the city's liability compared to other communities.

#### OLD BUSINESS- None

#### NEW BUSINESS

1. MERS- Defined Benefit planned and defined contribution adoption agreement  
Finance and Benefit Administrator Tiernan stated we are required to update our defined benefit and defined contribution adoption plans. There are 5 total addendums for our defined benefit plans and 2 for our defined contribution plans that we have. They are supplements to the contracts we already have in place and what they're going to do is present a more accurate reflection in the benefit calculations and have more standardized language. She then stated we will need to approve the defined benefit plan adoption agreement addendum for each of our working groups. Ms. Feinberg stated this is a compliance issue. All 950 communities in MERS that have any type of pension plan are being asked to do this. We are being asked all the time how it is being administered. She further stated this makes it clear how the City is administering their plan and this is who is eligible, and then MERS will upload it into the employer's portal so if there are any changes in the future, the City can look on the portal and see how the plan is to be administered. She further stated it will be great to have all this data in one place. Ms. Tiernan stated this is just spelling out the specific clarification of eligible participants, what a definition of a service month is, how many hours they have to work that month to clarify. It will also clarify the FAC for the employee and employer contributions. There are no changes, we are just spelling it out in detail.

#### CM 11-4-20 MOTION TO APPROVE ADOPTION AGREEMENT ADDENDUMS

Motion by Kennedy, supported by Walton

Motion to approve the defined benefit and defined contribution plan adoption agreement addendums for each of our working groups

#### ROLL CALL VOTE:

Walton- Yes  
Dilg- Yes  
Kurtzweil- Yes  
Kennedy- Yes  
Kivell- Yes  
Richards- Yes  
Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

## BUDGET- None

### MANAGER'S REPORT

City Manager Zelenak stated we have received a conditional rezoning application for the development at Holly Hills Development on Dixboro Road, that went before the Planning Commission on November 12<sup>th</sup>, and he will advise Council on when it will be coming before the Planning Commission.

City Manager Zelenak stated there are new orders from the State of Michigan, and for the best interest of the residents, businesses and employees we have closed City Hall beginning last Friday at 5:00 p.m. We are still doing business at City Hall and residents are still able to reach us by phone, or email and if necessary, we can schedule any appointments needed.

City Manager Zelenak stated we have received the laptops for City Council through grants through the Cares Act and he will contact each Councilmember regarding setting up a time and place to set those up. We have put together instructions and directions so Council can access their email and City Council packets. They were no cost to the City. City Manager Zelenak stated we had a press release we issued regarding the water and sewer rate increases and the 10 million dollars in improvements that will happen. He then stated at the next meeting we will have a presentation by Mainstreet Oakland County as well as the approval for the Fieldstone Planned Development Agreement. He then stated because the tank is so tall, we will not be able to plant 30 feet tall trees, but we will be working on possibly a privacy fence and screening. There will be some areas not restored immediately, but he will keep everyone posted.

Councilmember Kivell asked about the 318 W Lake property. City Manager Zelenak stated he has sent back correspondence from the people that are interested in the property and he will keep Council posted.

Councilmember Dilg asked if there was a time frame for the fencing around the water tank. City Manager Zelenak stated there will be fencing, but there is more work that needs to take place before we can begin working on that, we have more work to do on the water tank that is currently there.

### PUBLIC COMMENT

Justin Diesbourg of 645 McMunn asked if they are going to put in a new parking lot where the construction trucks are parked, because when there are City events, they always have a lot of people parking on McMunn Street, and we get a lot of traffic from the tube mill. He stated losing that lot will be tough for people that live there and park on the street.

### COUNCIL COMMENTS

Councilmember Walton stated she lives in that area and she has brought up in the past that we need a sound wall, landscaping and a parking lot. It makes sense to make the part that has been destroyed to flatten it out and make sure it is a parking lot. She then wished everyone a safe and Happy Thanksgiving.

Councilmember Richards stated he lived on McMunn Street and the loss of the parking lot will be something we need to look at it. The Historical Society is also concerned. Councilmember Richards stated he helped Mr. Ledbetter some serious wind damage on the caboose at the village and he had the privilege of being there when the garage at 501 was opened up. The Eagle Scouts did an amazing job and it is fantastic. He is very impressed. He then stated he wishes we can all do our best to struggle through this and make the best of a bad situation.

Councilmember Kurtzweil agreed with the other Councilmembers regarding the City providing landscaping for all the neighbors there. She stated she has looked at it and it is important to understand those are young families there and they are dealing with people parking on those streets and they are

subject to the parking and the people and sometimes the rowdiness. We need to be able to provide an area for parking that aren't so close to where people are raising their families. She then stated she found silicone packets from Bed, Bath and Beyond and you can put wipes in them if you want to wipe down the table if your going out to eat, or a chair or in a restroom. She then stated she recently purchased thin gloves by Copper fit, and it is antimicrobial and she wears them any time she goes shopping so there is some separation from her and objects people have touched. She then stated she found another thing at HomeGoods, and it is an ultraviolet for your toothbrush. It is a great product and they have hand sanitizer in a spray, and when people get out of her car, she sprays the air. She stated she doesn't think its foolproof but she is looking for things to lower the risk and continue with her life. She stated she will be spending time with friends on Thursday and she hopes everyone will have a safe and Happy Thanksgiving.

Councilmember Kivell stated where the equipment is, we have used for overflow of events in the past, and it will be remediated at the conclusion of these water tanks being addressed. We will end up having enough auxiliary parking for events that are taking place at the Witches Hat of McHattie Park. He then stated they had gone downtown a few days ago, and the buildings are decorated beautifully downtown and they are all doing a great job bringing the beauty to our downtown. He stated the E Lake Dental Office sign is very impressive. He stated he is very happy with what is taking place at the old RCA building and he is very happy to hear the Draft Street building has been sold. He stated he doesn't know what the conditions are inside the building, and he hopes the new person has a good understanding of running a restaurant and bar. He then wished everyone a Happy Thanksgiving.

Councilmember Kennedy thanked Lowe's, the South Lyon residents and Council Member Kivell for contributing smoke detectors and carbon monoxide alarms to the South Lyon Fire Department. That was an extremely generous gesture, one which most likely will save the life of someone in this community. Secondly, as Nate mentioned, snowflakes are being hung throughout downtown South Lyon, and finding them could win you a prize. He then stated the City of South Lyon's Downtown Development Authority, Cultural Arts Commission, and Salem-South Lyon District Library is sponsoring a socially-distanced scavenger hunt. Snowflakes decorated by local artists are being hung all around South Lyon in stores and store window and starting this week and running through December 20, members of the public can search for the snowflakes. Those finding half of the snowflakes will be eligible for a prize drawing; those finding all of the snowflakes will be eligible for separate prize drawing. Details can be found on Salem-South Lyon District Library website and Facebook page. This will be a great event for your family. Councilmember Kennedy stated and just to add a bit more information regarding the property across Dorothy from the new tank, there has been discussion of building a pavilion there with a parking lot. Parks and Recreation will look at it and it may be something that takes place in the future. He then wished everyone a safe and Happy Thanksgiving.

Councilmember Dilg welcomed Alex Hansen to the Zoning Board of Appeals and she knows him and we are lucky to gain another experienced member on that board, as he was on the Howell Zoning Board of Appeals in the past. Councilmember Dilg gave a shout out to support the South Lyon Community Schools and the board meeting they are having. It is tough on them, the teachers, students and the parents. She stated she hopes people will have some patience and support while they work that out. She then stated COVID has struck close to her home and that will change the way they will be celebrating as well, and she hopes other people don't have to deal with that and she hopes everyone will have a safe and Happy Thanksgiving.



Mayor Pelchat stated he wants to wish a Happy Thanksgiving to everyone. He stated obviously COVID has reached us and he hopes everyone can have a safe Thanksgiving and to please be kind to everyone out there, it is tough and everyone is struggling with something and so he hopes if you can in anyway muster up any kindness for people, lets be good to each other out there.

# CLOSED SESSION

## CM 11-5-20 MOTION TO ENTER INTO CLOSED SESSION

Motion by Kurtzweil, supported by Kivell

Motion to enter into closed session 8(a) of the Open Meetings Act, MCL 15.268 at the request of the City Manager to conduct performance evaluation

ROLL CALL VOTE:

Richards- Yes  
Kivell- Yes  
Kennedy- Yes  
Kurtzweil- Yes  
Dilg- Yes  
Walton- Yes  
Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

\*Council entered into closed session at 9:23 p.m.\*

\*Council reconvened the regular Council Meeting at 10:20 p.m.\*

## CM 11-6-20 MOTION TO APPROVE THE ANNUAL RAISE INCREASE FOR THE CITY MANAGER

Motion by Kurtzweil, Kennedy

Motion to approve a 3% annual raise for the City Manager retroactive to October 1, 2020

ROLL CALL VOTE:

Walton- Yes  
Dilg- Yes  
Kurtzweil- Yes  
Kennedy- Yes  
Kivell- Yes  
Richards- Yes  
Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

# ADJOURNMENT

## CM 11-7-20 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Walton

Motion to adjourn meeting at 10:22 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

\_\_\_\_\_  
Dan Pelchat, Mayor

\_\_\_\_\_  
Lisa Deaton, City Clerk

11-23-20

DRAFT

12/09/2020 01:04 PM

User: PATRICIA

DB: South Lyon

## REVENUE REPORT FOR CITY OF SOUTH LYON

Page: 1/2

PERIOD ENDING 11/30/2020

## FINANCIAL REPORT FOR NOVEMBER 2020

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	11/30/2020	INCREASE (DECREASE)	MONTH 11/30/2020	NORMAL (ABNORMAL)	BALANCE		
Fund 101 - GENERAL FUND										
Revenues										
Dept 000.000										
101-000.000-402.000	REAL PROPERTY TAX	4,574,926.00	4,468,440.31			49,643.05		106,485.69		97.67
101-000.000-423.000	SOUTH LYON WOODS TAX	1,100.00	931.00			92.00		169.00		84.64
101-000.000-444.000	PAYMENT IN LIEU OF TAXES	500.00	0.00			0.00		500.00		0.00
101-000.000-446.000	PENALTIES AND INTEREST	11,000.00	6,937.23			6,937.23		4,062.77		63.07
101-000.000-451.000	BUILDING PERMITS	240,000.00	256,610.00			17,438.00		(16,610.00)		106.92
101-000.000-452.000	HEATING & PLUMB. REFG. PERMT	25,000.00	16,498.00			1,686.00		8,502.00		65.99
101-000.000-453.000	ELECTRICAL PERMITS	30,000.00	17,539.00			1,665.00		12,461.00		58.46
101-000.000-454.000	LICENSES & BUSINESS MISC.	3,500.00	1,510.00			365.00		1,990.00		43.14
101-000.000-528.000	OTHER FEDERAL GRANTS	0.00	66,816.00			0.00		(66,816.00)		100.00
101-000.000-570.000	STATE SHARED REV.	971,411.00	351,988.00			208,828.00		619,423.00		36.23
101-000.000-570.100	STATE REVS	100,593.00	116,669.71			0.00		(16,076.71)		115.98
101-000.000-600.000	BOARD OF APPEALS	0.00	450.00			0.00		(450.00)		100.00
101-000.000-600.100	REZONING FEES	0.00	0.00			0.00		0.00		0.00
101-000.000-630.000	ADMIN FEE PROPERTY TAX	98,000.00	98,035.85			1,177.05		(35.85)		100.04
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	40,000.00	20,110.00			4,745.00		19,890.00		50.28
101-000.000-635.000	W & S ADMIN. CHARGES	0.00	0.00			0.00		0.00		0.00
101-000.000-642.000	POLICE	40,000.00	40,265.78			4,530.66		(265.78)		100.66
101-000.000-661.000	PARKING VIOLATION	800.00	60.00			40.00		740.00		7.50
101-000.000-662.000	LOCAL COURT FINES	30,000.00	4,355.82			970.55		25,644.18		14.52
101-000.000-663.000	REFUND-(FOR COST OF ARREST)	0.00	0.00			0.00		0.00		0.00
101-000.000-664.000	INTEREST	20,500.00	959.99			0.44		19,540.01		4.68
101-000.000-664.200	PARK AND REC. INTEREST	0.00	0.00			0.00		0.00		0.00
101-000.000-664.700	INTEREST-MOBILE TOWER	0.00	0.00			0.00		0.00		0.00
101-000.000-665.000	INTEREST-TRANS.CEMETERY INTRE	0.00	0.00			0.00		0.00		0.00
101-000.000-665.200	INTEREST-TRANSFER FROM C&S	0.00	0.00			0.00		0.00		0.00
101-000.000-666.000	INTEREST-EQUALIZ.& CONTINGENC	0.00	53.26			0.00		0.00		0.00
101-000.000-668.000	RENTS & ROYALTIES	0.00	0.00			0.00		(53.26)		100.00
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	155,000.00	54,611.53			21,442.13		100,388.47		35.23
101-000.000-668.300	LEASE--ANTENNA	42,000.00	15,003.16			3,750.79		26,996.84		35.72
101-000.000-668.400	RENTAL PROPERTIES	0.00	0.00			0.00		0.00		0.00
101-000.000-669.209	CONTRIBUTION-PERPETUAL CARE	50,000.00	0.00			0.00		50,000.00		0.00
101-000.000-673.000	SALES OF FIXED ASSETS	50,000.00	0.00			0.00		50,000.00		0.00
101-000.000-675.200	CONTRIBUTIONS-WINTER EVENTS	4,000.00	0.00			0.00		4,000.00		0.00
101-000.000-675.600	CULTURAL ARTS REVENUES	300.00	279.90			279.90		20.10		93.30
101-000.000-675.800	VETERANS MEMORIAL PROJECT	11,000.00	200.00			0.00		10,800.00		1.82
101-000.000-676.005	CONTRIBUTION TO PARKS & REC	0.00	0.00			0.00		0.00		0.00
101-000.000-680.000	REIMBURSEMENT FROM HVA	0.00	0.00			0.00		0.00		0.00
101-000.000-692.000	GRANT MONEY	10,000.00	0.00			0.00		10,000.00		0.00
101-000.000-692.200	OAKLAND TOGETHER CVT COVID FUNDING	0.00	4,494.30			0.00		(4,494.30)		100.00
101-000.000-694.300	PYMT. OF SIDEWALKS BY RESIDEN	5,000.00	0.00			0.00		5,000.00		0.00
101-000.000-694.400	CONTRIB. FOR PARK BENCHES	0.00	0.00			0.00		0.00		0.00

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REVENUE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 11/30/2020

FINANCIAL REPORT FOR NOVEMBER 2020

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BDT
		AMENDED BUDGET	NORMAL (ABNORMAL)	11/30/2020	11/30/2020	MONTH 11/30/2020	NORMAL (ABNORMAL)	BALANCE	
						INCREASE (DECREASE)			USED
Fund 101 - GENERAL FUND									
Revenues									
101-000.000-698.000	MISCELLANEOUS	70,000.00		50,828.67		2,431.67	19,171.33		72.61
101-000.000-698.100	FIRE MISC.	4,700.00		3,303.83		10.00	1,396.17		70.29
101-000.000-698.200	PRIOR YEARS TAXES	5,800.00		2,030.13		574.33	3,769.87		35.00
101-000.000-698.210	WEDDING PROCEEDS	3,000.00		650.00		0.00	2,350.00		21.67
101-000.000-698.220	MMRMA DIVIDENDS	60,000.00		70,012.00		0.00	(10,012.00)		116.69
101-000.000-698.230	SMART CREDIT'S	20,000.00		0.00		0.00	20,000.00		0.00
101-000.000-698.300	PROCEEDS FROM DEBT	0.00		0.00		0.00	0.00		0.00
101-000.000-698.600	GRANT MONIES--FIRE DEPT.	203,000.00		5,018.00		0.00	197,982.00		2.47
101-000.000-698.800	GRANT MONIES-POLICE DEPT.	5,000.00		0.00		0.00	5,000.00		0.00
101-000.000-698.900	GRANT MONIES-CULTURAL ARTS	4,000.00		0.00		0.00	4,000.00		0.00
101-000.000-699.000	TRANSFERS IN	0.00		0.00		0.00	0.00		0.00
101-000.000-699.209	TRANSFER IN FROM CEMETERY FUN	0.00		0.00		0.00	0.00		0.00
Total Dept 000.000		6,890,130.00		5,674,661.47		326,606.80	1,215,468.53		82.36
TOTAL REVENUES		6,890,130.00		5,674,661.47		326,606.80	1,215,468.53		82.36

Fund 101 - GENERAL FUND:  
TOTAL REVENUES

6,890,130.00 5,674,661.47 326,606.80 1,215,468.53 82.36

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## EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 11/30/2020

## FINANCIAL REPORT FOR NOVEMBER 2020

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 11/30/2020	ACTIVITY FOR MONTH 11/30/2020	AVAILABLE		% BDET
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
000.000		0.00		0.00	0.00		0.00	0.00
200.000	- ADMINISTRATION	1,396,852.00		802,728.16	180,882.37	594,123.84	594,123.84	57.47
276.000	- CEMETERY	115,124.00		52,529.94	8,040.65	62,594.06	62,594.06	45.63
295.000	- SENIOR TRANSPORTATION	84,270.00		27,862.00	0.00	56,408.00	56,408.00	33.06
300.000	- POLICE	2,850,947.00		1,110,421.59	219,468.27	1,740,525.41	1,740,525.41	38.95
335.000	- FIRE	915,169.00		332,087.82	71,230.02	583,081.18	583,081.18	36.29
346.000	- AMBULANCE	4,580.00		73.98	0.00	4,506.02	4,506.02	1.62
440.000	- DEPT. OF PUBLIC WORKS	955,195.00		401,596.05	59,164.45	553,598.95	553,598.95	42.04
690.000	- PARKS AND RECREATION	297,267.00		99,203.80	4,475.51	198,063.20	198,063.20	33.37
732.000	- HISTORICAL DEPOT	36,420.00		5,056.99	1,066.39	31,363.01	31,363.01	13.89
800.000	- CABLE COMMISSION	8,975.00		372.99	0.00	8,602.01	8,602.01	4.16
802.000	- CULTURAL ARTS	5,800.00		0.00	0.00	5,800.00	5,800.00	0.00
820.000	- VETERANS MEMORIAL PROJECT	11,000.00		1,958.75	0.00	9,041.25	9,041.25	17.81
TOTAL EXPENDITURES		6,681,599.00		2,833,892.07	544,327.66	3,847,706.93	3,847,706.93	42.41
Fund 101 - GENERAL FUND:								
TOTAL EXPENDITURES		6,681,599.00		2,833,892.07	544,327.66	3,847,706.93	3,847,706.93	42.41

FINANCIAL REPORT FOR NOVEMBER 2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 11/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 11/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREETS						
000.000	- ACCOUNTANT	0.00	0.00	0.00	0.00	0.00
212.000	- STREET CONSTRUCTION	5,600.00	3,910.00	0.00	1,690.00	69.82
451.000	- STREET-ROUTINE MAINT.	10,000.00	53,651.82	52,244.35	(43,651.82)	536.52
463.000	- TRAFFIC SERVICES	177,120.00	71,967.54	15,845.77	105,152.46	40.63
474.000	- SNOW PLOWING	18,740.00	2,673.29	496.19	16,066.71	14.27
478.000	- SNOW REMOVAL	109,589.00	464.93	0.00	109,124.07	0.42
479.000	- TRANSFER BETWEEN FUNDS	6,064.00	116.41	0.00	5,947.59	1.92
485.000	- STORM SEWER	100,000.00	0.00	0.00	100,000.00	0.00
491.000	- STORM SEWER	10,184.00	1,550.38	259.10	8,633.62	15.22
TOTAL EXPENDITURES		437,297.00	134,334.37	68,845.41	302,962.63	30.72
Fund 202 - MAJOR STREETS:						
TOTAL EXPENDITURES		437,297.00	134,334.37	68,845.41	302,962.63	30.72
Fund 203 - LOCAL STREETS						
000.000	- ACCOUNTANT	0.00	0.00	0.00	0.00	0.00
212.000	- STREET CONSTRUCTION	5,600.00	3,910.00	0.00	1,690.00	69.82
451.000	- STREET-ROUTINE MAINT.	10,000.00	757.87	0.00	9,242.13	7.58
463.000	- TRAFFIC SERVICES	169,791.00	71,663.62	15,604.28	98,127.38	42.21
474.000	- SNOW PLOWING	6,618.00	2,371.87	995.55	4,246.13	35.84
478.000	- TRANSFER BETWEEN FUNDS	96,287.00	280.17	0.00	96,006.83	0.29
485.000	- STORM SEWER	0.00	0.00	0.00	0.00	0.00
491.000	- STORM SEWER	18,571.00	1,947.78	259.70	16,623.22	10.49
TOTAL EXPENDITURES		306,867.00	80,931.31	16,859.53	225,935.69	26.37
Fund 203 - LOCAL STREETS:						
TOTAL EXPENDITURES		306,867.00	80,931.31	16,859.53	225,935.69	26.37
TOTAL EXPENDITURES - ALL FUNDS		744,164.00	215,265.68	85,704.94	528,898.32	28.93

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON  
PERIOD ENDING 11/30/2020  
FINANCIAL REPORT FOR NOVEMBER 2020

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 11/30/2020		ACTIVITY FOR MONTH 11/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 592 - WATER & SEWER								
452.000		2,000,000.00	1,228,039.98		296,640.06	771,960.02		61.40
540.000 - WATER / REPAIR		181,271.00	36,305.35		3,344.37	144,965.65		20.03
550.000 - SEWER / REPAIR		201,476.00	35,697.69		6,079.84	165,778.31		17.72
555.000 - REFUSE COLLECTION		540,402.00	271,929.84		0.00	268,472.16		50.32
556.000 - WATER		1,670,395.00	472,631.34		56,640.43	1,197,763.66		28.29
557.000 - WASTEWATER		1,601,379.00	466,654.00		65,107.75	1,134,725.00		29.14
TOTAL EXPENDITURES		6,194,923.00	2,511,258.20		427,812.45	3,683,664.80		40.54
Fund 592 - WATER & SEWER:								
TOTAL EXPENDITURES		6,194,923.00	2,511,258.20		427,812.45	3,683,664.80		40.54

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CHECK REGISTER FOR CITY OF SOUTH LYON  
CHECK DATE FROM 11/12/2020 - 12/10/2020

Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
Bank 01 GEN FUND CHECKING						
11/12/2020	80653	2666	DAVID ALLEN	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80654	0642	RITA ALLEN	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80655	4295	AMAZON CAPITAL SERVICES	SHIPPING LABELS	62.96	Cleared
				FLASHING LED HANDHELD TRAFFIC STOP ST	159.99	Cleared
				SMOKE ALARM, CUPS, COFFEE	274.52	Cleared
				THERMOMETER	89.99	Cleared
					587.46	
11/12/2020	80656	4578	AMY BAKER	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80657	4574	ANTHONY FACIONE	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80658	4581	ASHLEY FISHER	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80659	4068	AT&T	PHONE SERVICE	340.22	Cleared
11/12/2020	80660	1747	ANNE BADARAK	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80661	11083	RONALD BROCK	GLAD STORAGE BAGS, CORNER ANGLE FOR P	43.56	Cleared
11/12/2020	80662	4580	CAROL FELDMAN	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80663	4571	CHERYL DANIELS	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80664	4588	CHRISTOPHER HUGHES	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80665	3935	CIB PLANNING	PLANNING CONSULTANT & ENGINEERING FEE	5,190.50	Cleared
11/12/2020	80666	5922	FRANCES CODY	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80667	5923	GERALD CODY	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80668	3165	CONSUMERS ENERGY	GAS SERVICE	143.09	Cleared
11/12/2020	80669	3165	CONSUMERS ENERGY	GAS SERVICE	89.84	Cleared
11/12/2020	80670	4582	DAVID HANCOCK	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80671	4454	DENNIS SEYBERT	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80672	0584	DTE ENERGY	ELECTRIC SERVICE	403.86	Cleared
11/12/2020	80673	0584	DTE ENERGY	ELECTRIC SERVICE	144.27	Cleared
11/12/2020	80674	4256	EILEEN DABLIZ	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80675	3455	EMPLOYEE HEALTH INSURANCE MGMT	OCTOBER 2020 MEDICAL WRAP PROCESSING	869.50	Cleared
				OCTOBER 2020 CLAIMS FUNDING	8,873.96	Cleared
					9,743.46	
11/12/2020	80676	4583	EVE IRELAND	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80677	4128	GARY BEASLEY	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80678	2415	HURON VALLEY AMBULANCE, INC	GIGI BOEHLE 8/08/2020	65.00	Cleared
11/12/2020	80679	4282	JANE ELIZABETH NELSON	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80680	4587	JOHN DOYLE	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80681	4253	JUDITH BRYSON	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80682	4310	JUDITH MALINOWSKI LLP	PSYCHOLOGICAL EVALUATION: CZAPSKI	500.00	Open
11/12/2020	80683	4455	JUDITH SEYBERT	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80684	4515	JUDY MATTESON	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80685	4384	KATHLEEN SHEPHERD	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80686	4589	KATHY LONG	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80687	4105	AMBER LYNN KING	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared



Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
11/12/2020	80688	2273	JOHN KOPACZ	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80689	2333	CARL KOSKI	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80690	2148	DOROTHY KOSKI	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80691	4573	KRISTY BASTINE	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80692	4385	LAURA KATHERINE WALKER	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80693	4579	LEAH DAILEY	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80694	4382	LINDA JANE BENSON	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80695	4281	LINDA JANE GASPAROTT	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80696	4584	LISA SPRATKE	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80697	4393	LISA WOOD	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80698	4575	MARGARET HOLYCROSS	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80699	4391	MARK STAMLEY FLOWERS	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80700	4586	MARY CONNOLLY	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80701	4283	MARY LOUISE KORR	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80702	9834	WOODROW MATNEY	CUSTODIAL SERVICES AT WITCH'S HAT 8/3	684.00	Cleared
11/12/2020	80703	4246	MCW PARTNERS, LLC	21 WATER COOLER QUARTERLY RENTAL	120.00	Cleared
11/12/2020	80704	4516	MICHELE DARKET	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80705	4577	MICHELLE WALKUP	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80706	4033	MICHIGAN ASSOC OF CHIEFS OF POLICE	AMT SESSIONS - SOVIR, BAKKI, SEDERLUN	75.00	Cleared
11/12/2020	80707	4457	NANCY DURBIN	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80708	5183	OAKLAND COUNTY TREASURERS	CLEMIS MEMBERSHIP & PARTICIPATION FEE	4,093.25	Cleared
11/12/2020	80709	0462	PETER'S TRUE VALUE HARDWARE	HOSE BUTLER	10.99	Open
				TIRE CLEANER, SEAL, TAPE, VALVE	23.26	Open
					34.25	
11/12/2020	80710	4572	PHYLLIS GOODMAN	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80711	2419	QUICK SILVER MARKETING SOLUTIONS	HATS	330.91	Cleared
11/12/2020	80712	4591	REBECCA STILLWELL	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80713	4453	RICHARD CADICAMO	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80714	0302	JEANETTE RUSSELL	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80715	4585	RYAN CARTMILL	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80716	4590	SAGAR SHIRISH SHAH	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80717	5554	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT/TAXES DUE	1,521.23	Cleared
11/12/2020	80718	4106	DENISE HORVATH SEMION	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80719	4576	SHAWN PERTUNEN	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80720	4254	SHIPLEY SHINER	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80721	0461	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT/TAXES DUE	10,518.55	Cleared
11/12/2020	80722	3100	STATE OF MICHIGAN**	FINGERPRINTS	2,335.50	Cleared
11/12/2020	80723	4593	THE GALLERY COLLECTION	CHRISTMAS CARDS	112.92	Cleared
11/12/2020	80724	4239	THE HOWARD E NYHART COMPANY INC.	OPTE NORMAL COST EXHIBIT ADDITION TO	250.00	Cleared
11/12/2020	80725	4388	THERESA ANN SZARAMA	NOVEMBER ELECTION HAZARD PAY	50.00	Open
11/12/2020	80726	3675	TOSHIBA FINANCIAL SERVICES	COPIER CONTRACT MAIN POLICE BLDG	115.72	Cleared
11/12/2020	80727	3675	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT	96.97	Cleared
11/12/2020	80728	4595	VERITA TELECOMMUNICATIONS CORP.	CASH BOND REFUND COMCAST INSTALLATION	15,000.00	Cleared
11/12/2020	80729	2770	VICTORY LANE	OIL CHANGE - VEHICLES 251 AND 252	73.46	Cleared
11/12/2020	80730	4386	WAYNE WILLIAM NUNEZ	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/12/2020	80731	4592	WILLIAM STONE	NOVEMBER ELECTION HAZARD PAY	50.00	Open

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CHECK REGISTER FOR CITY OF SOUTH LYON  
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Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
11/12/2020	80732	3984	WOW! BUSINESS	CABLE SERVICE SLPD	46.55	Open
11/12/2020	80733	5361	NANCY ZUFELT	NOVEMBER ELECTION HAZARD PAY	50.00	Cleared
11/19/2020	80734	5399	ADVANCE AUTO PARTS	COOLANT	56.97	Cleared
11/19/2020	80735	4295	AMAZON CAPITAL SERVICES	AED TRAINER	272.00	Cleared
				3 GAS DETECTORS	98.97	Cleared
				PPE AND SOCIAL DISTANCING EQUIPMENT F	684.80	Cleared
					1,055.77	
11/19/2020	80736	4599	ANGELA GREANIA	REIMBURSEMENT FOR SANITARY SEWER CLEA	274.38	Open
11/19/2020	80737	5310	ARBOR SPRINGS WATER CO., INC.	WATER	25.50	Cleared
11/19/2020	80738	5310	ARBOR SPRINGS WATER CO., INC.	WATER	6.50	Cleared
11/19/2020	80739	4068	AT&T	SERVICE FROM 11/1/2020 - 11/30/2020	170.63	Cleared
11/19/2020	80740	4197	BASIC	ANNUAL SECTION 125 FSA PLAN RENEWAL F	250.00	Cleared
				SECTION 125 FSA PLAN ADMIN NOVEMBER 2	57.60	Cleared
					307.60	
11/19/2020	80741	3602	BLUE CROSS BLUE SHIELD OF MICH	DECEMBER 2020 RETIREE INS. PREMIUMS	4,506.12	Cleared
				DECEMBER 2020 INSURANCE PREMIUMS	46,177.91	Cleared
					50,684.03	
11/19/2020	80742	2378	BOUND TREE MEDICAL, LLC	BAGS	2,257.40	Cleared
11/19/2020	80743	5264	BUSCH'S	SUPPLIES	11.18	Open
11/19/2020	80744	3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION CASE # 17-57623-PJS	88.80	Cleared
11/19/2020	80745	3975	CBTS	VOICE SERVICES - TG 9/3/20	67.50	Cleared
11/19/2020	80746	4315	COMMUNICATIONS TECHNOLOGIES, INC.	MONTHLY PHONE MAINT. 11/20/2020 - 12/	85.00	Cleared
11/19/2020	80747	3165	CONSUMERS ENERGY	GAS SERVICE, VARIOUS LOCATIONS	44.82	Cleared
11/19/2020	80748	3165	CONSUMERS ENERGY	GAS SERVICE 300 DOROTHY ST	29.04	Cleared
11/19/2020	80749	3165	CONSUMERS ENERGY	GAS SERVICE 300 DOROTHY ST #B	76.54	Cleared
11/19/2020	80750	3165	CONSUMERS ENERGY	UTILITY SERVICE 250 DOROTHY ST	41.16	Cleared
11/19/2020	80751	3165	CONSUMERS ENERGY	GAS SERVICE 335 S WARREN	125.64	Cleared
11/19/2020	80752	3165	CONSUMERS ENERGY	GAS SERVICE, VARIOUS LOCATIONS	758.93	Cleared
11/19/2020	80753	0584	DTE ENERGY	ELECTRIC SERVICE, VARIOUS LOCATIONS\	756.36	Cleared
11/19/2020	80754	0584	DTE ENERGY	ELECTRIC SERVICE - STREETLIGHTS	9,531.62	Cleared
11/19/2020	80755	0584	DTE ENERGY	ELECTRIC SERVICE, VARIOUS LOCATIONS	577.96	Cleared
11/19/2020	80756	4045	FRANK FOGARTY	ELECTION INSPECTOR OAKLAND COUNTY 11/	63.00	Cleared
11/19/2020	80757	4128	GARY BRASLEY	ELECTION INSPECTOR OAKLAND COUNTY 11/	63.00	Cleared
11/19/2020	80758	5430	DANIEL GEHRINGER	REIMBURSEMENT FOR MILEAGE	75.90	Cleared
11/19/2020	80759	4410	GUARDIAN	DECEMBER 2020 DENTAL, VISION, DISABIL	9,476.51	Cleared
11/19/2020	80760	4205	HARLAN ELECTRIC COMPANY	INSTALLATION OF DOWN GUY & POLE KEY F	1,955.30	Cleared
11/19/2020	80761	4366	I.T. RIGHT	MICROSOFT 365 SOFTWARE FOR 7 COUNCIL	697.20	Cleared
11/19/2020	80762	4477	I.T. RIGHT	WIRELESS MOUSES (7) FOR CITY COUNCIL	104.93	Cleared
11/19/2020	80763	0557	INTL UNION OF OPERATING ENG	MONTHLY DUES	173.84	Cleared
11/19/2020	80764	4596	KENSINGTON VALLEY CHAMBER OF COM.	MEMBERSHIP RENEWAL	335.00	Cleared
11/19/2020	80765	4597	KYLE CORCORAN	LENSES AND BOOK	386.91	Cleared

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11/19/2020	80766	4026	LB OFFICE PRODUCTS	OFFICE SUPPLIES FOR CITY HALL OFFICE SUPPLIES	478.23 96.13 <u>574.36</u>	Open Open
11/19/2020	80767	3375	LOWE'S	OCTOBER STATEMENT	26.33	Cleared
11/19/2020	80768	1509	MARTIN'S DO IT BEST	OCTOBER 2020 STATEMENT	2,006.44	Cleared
11/19/2020	80769	4427	MAXI - BRIGHTON	FILTERS FOR PD & PARTS FOR PD 251	257.72	Cleared
11/19/2020	80770	0470	MISDU	PAYROLL DEDUCTION ID 912962522	291.26	Cleared
11/19/2020	80771	4317	NEC FINANCIAL SERVICES, LLC	DEC. BILLINGS WW & DPW PHONE SYSTEM DUES 2021	177.81	Cleared
11/19/2020	80772	4600	OAKLAND COUNTY MUTUAL AID ASSOC.	TRAILER PARK TAX OCTOBER 2020	3,300.00	Cleared
11/19/2020	80773	1034	OAKLAND COUNTY TREASURER	NOTICE OF ELECTION & PUBLIC ACCURACY	460.00	Cleared
11/19/2020	80774	5845	OBSERVER & ECCENTRIC	EMBROIDERY CHARGE FOR WATER DEPT. & D	241.90	Cleared
11/19/2020	80775	0218	PARKSIDE CLEANERS		352.00	Open
11/19/2020	80776	0462	PETER'S TRUE VALUE HARDWARE	GARBAGE DISPOSAL OCTOBER 2020 STATEMENT	104.00 <u>1,909.26</u> 2,013.26	Open Open
11/19/2020	80777	1555	PURCHASE POWER	METER REFILL PLUS OVERAGE FEE	893.90	Cleared
11/19/2020	80778	0042	PRINTING SYSTEMS, INC.	VOTER ID CARDS, POLL BOOKS, ENVELOPES	2,843.33	Open
11/19/2020	80779	9065	ASCENSTION MICHIGAN AT WORK	DOT PHYSICAL EXAM - MIKE MORITZ	62.00	Open
11/19/2020	80780	2507	R.R.A.S.O.C.	10/24/20 AND 11/06/20 HAZARDOUS WASTE	427.80	Cleared
11/19/2020	80781	5893	SAFEBUILD, LLC	OCT. BLDG. PERMIT FEES	91,737.00	Cleared
11/19/2020	80782	4517	SCOTT BRANDON	ELECTION INSPECTOR OAKLAND COUNTY 11/ 2020 DMA DUES	63.00	Cleared
11/19/2020	80783	0262	SEMOG	2020 DMA DUES	500.00	Open
11/19/2020	80784	4523	STATE OF MICHIGAN	WATER SUPPLY ANNUAL FEE	5,687.18	Open
11/19/2020	80785	3596	THE UPS STORE	RENTAL LAB EQUIPMENT RETURN	95.04	Open
11/19/2020	80786	0062	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN # 301149	3,512.20	Cleared
11/19/2020	80787	4567	WASHTENAW AREA MUTUAL AID ASSOC.	ANNUAL DUES	1,000.00	Cleared
11/19/2020	80788	4345	WICKLANDER ZULAWSKI	CRIMINAL INTERVIEW & INTERROGATION, O	470.00	Cleared
11/19/2020	80789	5731	WINDSTREAM	PHONE SERVICE	2,227.78	Cleared
11/19/2020	80790	3854	SUSAN L. WINTERS	PAYROLL DEDUCTION FOR PPE 11/17/2020	257.76	Cleared
11/19/2020	80791	3984	WOW! BUSINESS	CABLE SERVICE CITY HALL	54.97	Cleared
11/19/2020	80792	3984	WOW! BUSINESS	INTERNET SERVICES, CABLE SERVICES, PA	276.22	Open
11/25/2020	80793	4295	AMAZON CAPITAL SERVICES	CORK BOARD MOLD KILLER/DISINFECTANT CLEANER, PUR BINDERS	53.50 915.91 18.49 <u>987.90</u>	Open Open Open
11/25/2020	80794	5310	ARBOR SPRINGS WATER CO., INC.	WATER	57.50	Open
11/25/2020	80795	5310	ARBOR SPRINGS WATER CO., INC.	WATER	51.50	Open
11/25/2020	80796	5264	BUSCH'S	BAGS	4.78	Open
11/25/2020	80797	4191	CARL RICHARDS	MONTHLY COUNCIL PAY	180.00	Cleared
11/25/2020	80798	0059	CITY OF NOVI TREASURER	DISPATCH SERVICES POLICE/FIRE	34,937.00	Open
11/25/2020	80799	4189	DANIEL PELCHAT	MONTHLY COUNCIL PAY	220.00	Cleared
11/25/2020	80800	2598	GRAINGER	ZIP TIES FOR DDA CHRISTMAS LIGHTS	174.44	Cleared
11/25/2020	80801	4394	GREAT LAKES ACE HARDWARE	LIGHTS	20.78	Open

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11/25/2020	80802	0637	HUNT SIGN CO., LTD	BRACKETS FOR STREET SIGNS, NO PARKING	576.60	Open
11/25/2020	80803	2415	HURON VALLEY AMBULANCE. INC	BLOOD DRAW DRUNK DRIVING ARREST CASE	65.00	Open
11/25/2020	80804	2586	GLENN KIVELL	MONTHLY COUNCIL PAY	180.00	Open
11/25/2020	80805	6114	MARGARET KURTZWELL	MONTHLY COUNCIL PAY	180.00	Open
11/25/2020	80806	4026	LB OFFICE PRODUCTS	COFFEE CREAMER, BINDER, PAPER	72.87	Open
11/25/2020	80807	4395	LISA DILG	MONTHLY COUNCIL PAY	180.00	Open
11/25/2020	80808	7743	MICHIGAN MUNICIPAL LEAGUE*	AD FOR DPW POSITION	102.36	Open
11/25/2020	80809	0462	PETER'S TRUE VALUE HARDWARE	HANGERS	10.99	Open
				TUBES, BULBS	52.32	Open
					63.31	
11/25/2020	80810	9065	ASCENSION MICHIGAN AT WORK	PREHIRE/POST OFFER PHYSICAL - CZAPSKI	217.00	Open
11/25/2020	80811	2419	QUICK SILVER MARKETING SOLUTIONS	PLAQUE	30.00	Open
11/25/2020	80812	3955	ROSATI, SCHULTZ, JORPICH	MICHIGAN TAX TRIBUNAL MATTERS PROF. S	4,788.30	Open
				GENERAL LABOR MATTERS PROF. SERVICES	3,168.00	Open
				PROSECUTIONS, PROF. SERVICES RENDERED	1,378.00	Open
				CITY ATTORNEY GENERAL WORK, PROF. SER	4,800.00	Open
					14,134.30	
11/25/2020	80813	4190	ROSE WALTON	MONTHLY COUNCIL PAY	180.00	Open
11/25/2020	80814	5554	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT/TAXES DUE	136.30	Open
11/25/2020	80815	0461	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT/TAXES DUE	626.28	Open
11/25/2020	80816	4207	STEPHEN KENNEDY	MONTHLY COUNCIL PAY	180.00	Open
11/25/2020	80817	4149	TURNOUT RENTAL	GEAR RENTAL - SHIPLEY	150.00	Open
11/25/2020	80818	4603	VANGUARD INDUSTRIES WEST, INC.	RIBBON	25.37	Open
11/25/2020	80819	2770	VICTORY LANE	FLEET OIL CHANGE OR MAINTENANCE	30.73	Open
11/25/2020	80820	3984	WOW! BUSINESS	INTERNET AND IP'S, DIA ACCOUNT	710.00	Open
11/25/2020	80821	3984	WOW! BUSINESS	CABLE TV SLFD	11.58	Open
12/02/2020	80822	0561	A.F.S.C.M.E. COUNCIL 25	MONTHLY DUE FOR DECEMBER 2020	637.00	Open
12/02/2020	80823	3809	A1 ENGRAVING & SIGNS, INC.	MINITOR ENGRAVING	20.00	Open
12/02/2020	80824	5297	ADVANCED MARKETING PARTNERS	PRINTING OF TAX BILLS	418.50	Open
12/02/2020	80825	4295	AMAZON CAPITAL SERVICES	ANNUAL REPORT SUPPLIES	40.97	Open
				CALENDAR	25.34	Open
				3 GEAR BAGS	269.97	Open
				LADDER LIGHT	163.59	Open
					499.87	
12/02/2020	80826	5374	AT&T MOBILITY	CELL PHONE SERVICE PERIOD NOVEMBER 20	542.70	Open
12/02/2020	80827	0364	BAAKI DOUGLAS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80828	0300	BADGER METER INC.	TRANSPONDER FEE & CELLULAR SERVICES	755.02	Open
12/02/2020	80829	0708	AUDRA BAKER	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80830	1110	JARED BAKER	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80831	3219	RONALD BARBOUR	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80832	3749	KRISTEN S. CARROLL	PAYROLL DEDUCTION FOR CASE NO: \17-5	88.80	Open
12/02/2020	80833	5940	CYNTHIE CONRAD	REIMBURSEMENT FOR SOM EMS LICENSE REN	25.00	Open

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12/02/2020	80834	0584	DTE ENERGY	335 S WARREN SERVICE PERIOD 10/23/202 SERVICE PERIOD 10/27/2020 - 11/22/202 SERVICE PERIOD 10/23/2020 - 11/23/202 214 W LAKE ST. SERVICE PERIOD 10/23/2 219 WHIPPLE ST. SERVICE PERIOD 10/23/ 215 WHIPPLE ST. SERVICE PERIOD 10/23/ <hr/>	5,282.87 23,521.98 1,152.62 184.97 411.11 446.63 <hr/> 31,000.18	Open Open Open Open Open Open
12/02/2020	80835	2892	ENVIRONMENTAL SYSTEMS RESEARCH INS	COMPUTER SOFTWARE ANNUAL FEE AND PRIM	1,000.00	Open
12/02/2020	80836	1633	CHRISTOPHER FAUGHT	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80837	4274	FIRE STATION CHECKLIST	MONTHLY APP SERVICE	100.00	Open
12/02/2020	80838	4122	GFL ENVIRONMENTAL USA	DUMPSTER & RECYCLING SERVICES 12/01/2 RESIDENTIAL SERVICES CONTRACT 12/01/2 <hr/>	1,106.36 46,748.09 <hr/> 47,854.45	Open Open Open
12/02/2020	80839	4394	GREAT LAKES ACE HARDWARE	HAND SANITIZER HOOKS <hr/>	11.95 3.41 <hr/> 15.36	Open Open Open
12/02/2020	80840	4568	HOME DEPOT CREDIT SERVICES	ACCOUNT CHARGES FOR NOVEMBER 2020	402.43	Open
12/02/2020	80841	2545	SEAN S. HOYDIE	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80842	4366	I.T. RIGHT	VPN REMOTE ACCESS	491.00	Open
12/02/2020	80843	4319	JAKE JACOBS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80844	4291	JONATHAN SCHNEWMANN	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80845	4602	JOSEPH CZAPSKI	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80846	4026	LB OFFICE PRODUCTS	OFFICE SUPPLIES	156.08	Open
12/02/2020	80847	4604	MARY HAAS	PAYROLL CORRECTION FOR PPE 12/01/2020 <hr/>	1,078.89 <hr/>	Open Open
12/02/2020	80848	4427	MAXI - BRIGHTON	PARTS FOR T7 TIREPLUGS/COOLANT/HD EXTENDED SERVICE <hr/>	68.84 184.03 <hr/> 252.87	Open Open Open
12/02/2020	80849	4334	MICHAEL EHRESMAN	RECORDING SERVICES THROUGH NOVEMBER 2	530.00	Open
12/02/2020	80850	6117	MICHIGAN ASSOC OF MUNICIPAL CLERKS	2021 MEMBERSHIP FEES - DEATON, PIEPER	120.00	Open
12/02/2020	80851	7743	MICHIGAN MUNICIPAL LEAGUE*	CDL CONSORTIUM DRIVERS FEE	675.00	Open
12/02/2020	80852	0470	MISDU	PAYROLL DEDUCTION FOR REMITTANCE ID:	291.26	Open
12/02/2020	80853	0218	PARKSIDE CLEANERS	UNIFORM CLEANING	11.80	Open
12/02/2020	80854	5364	PEOPLE'S EXPRESS	OCTOBER 2020 TRANSPORTATION	7,022.00	Open
12/02/2020	80855	0462	PETER'S TRUE VALUE HARDWARE	BULBS	26.53	Open
12/02/2020	80856	6089	JUDY PIEPER	PAYROLL CORRECTION FOR PPE 12/01/2020 <hr/>	1,171.21 <hr/>	Open Open
12/02/2020	80857	0216	PLANTE & MORAN, PLLC	WATER & SEWER RATE MODEL PROFESSIONAL ACCOUNTING ASSISTANCE & CONSULTATION ACCOUNTING ASSISTANCE & CONSULTATION <hr/>	600.00 3,797.50 3,758.75 <hr/>	Open Open Open

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12/02/2020	80858	1199	PNC BANK	CREDIT CARD BILLING SERVICE PERIOD 10	8,156.25	Open
12/02/2020	80859	5141	POLICE OFFICERS ASSOC. OF MICHIGAN	MONTHLY DUES FOR DECEMBER 2020	1,793.62	Open
12/02/2020	80860	0559	POLICE OFFICERS LABOR COUNCIL	MONTHLY DUES FOR DECEMBER 2020	609.88	Open
12/02/2020	80861	1634	TIMOTHY RAAP	OFFICER'S UNIFORM ALLOWANCE	251.25	Open
12/02/2020	80862	4218	ROBERT VOGEL	REIMBURSEMENT SOM EMS LICENSE RENEWAL	375.00	Open
12/02/2020	80863	3009	SCHINDLER ELEVATOR CORP.	ELEVATOR MAINTENANCE	25.00	Open
12/02/2020	80864	0236	CHRISTOPHER SEDERLUND	OFFICER'S UNIFORM ALLOWANCE	1,107.84	Open
12/02/2020	80865	2405	CHRISTOPHER SOVIK	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80866	4443	SPECTRUM PRINTERS, INC.	TEST DECKS FOR 11/3/2020 ELECTION	153.96	Open
12/02/2020	80867	0831	TONY SROUFE	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80868	9800	TRAVIS STEVENS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80869	0768	JOHN TOMANEK	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80870	3675	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENTS 11/15/2020-12/15/20	1,404.55	Open
12/02/2020	80871	3675	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT FOR 11/16/2020 - 12/	96.97	Open
12/02/2020	80872	3675	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT FOR 11/15/2020 - 12/	109.73	Open
12/02/2020	80873	0062	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN #301149 PAYROLL DEDUCTI	3,540.54	Open
12/02/2020	80874	4247	VERIZON WIRELESS	MONTHLY CELLULAR SERVICE	97.85	Open
12/02/2020	80875	1211	TIMOTHY WALTON	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/02/2020	80876	3854	SUSAN L. WINTERS	FILE #3-337227 PAYROLL DEDUCTION FOR	197.29	Open
12/09/2020	80877	4543	A&E DIAMOND JEWELERS	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80878	4557	AIA SERVICES, LLC	PP EQUIPMENT, WINTER MASK/NECK GAITER	339.39	Open
12/09/2020	80879	4540	ALERO MARATHON	PATRONICITY GRANT FUNDS	162.50	Open
12/09/2020	80880	4295	AMAZON CAPITAL SERVICES	GRILL TOP	28.00	Open
				ALL PURPOSE CLEANER, PAPER TOWELS, KE	81.49	Open
					109.49	
12/09/2020	80881	4606	BRIGHTON AREA FIRE AUTHORITY	LIVINGSTON COUNTY FIREFIGHTER TRAINING	50.00	Open
12/09/2020	80882	1061	BRIGHTON CLEANING SUPPLIES & SVCS.	C-FOLD TOWELS	107.42	Open
12/09/2020	80883	5264	BUSCH'S	SUPPLIES	35.96	Open
12/09/2020	80884	3935	CIB PLANNING	PLANNING CONSULTANT & ENGINEERING FEE	6,444.00	Open
12/09/2020	80885	3165	CONSUMERS ENERGY	GAS SERVICE 300 DOROTHY ST	61.15	Open
				GAS SERVICE 219 WHIPPLE ST	220.98	Open
					282.13	
12/09/2020	80886	3165	CONSUMERS ENERGY	GAS SERVICE, VARIOUS LOCATIONS	88.04	Open
12/09/2020	80887	3165	CONSUMERS ENERGY	GAS SERVICE 215 WHIPPLE ST	268.42	Open
12/09/2020	80888	3165	CONSUMERS ENERGY	GAS SERVICE 215 WHIPPLE ST GENERATOR	17.39	Open
12/09/2020	80889	3165	CONSUMERS ENERGY	GAS SERVICE 214 W LAKE ST	238.54	Open
12/09/2020	80890	3165	CONSUMERS ENERGY	GAS SERVICE 25678 LEXINGTON DR	17.71	Open
12/09/2020	80891	3165	CONSUMERS ENERGY	GAS SERVICE 335 S WARREN	290.44	Open
12/09/2020	80892	0594	DTE ENERGY	ELECTRIC SERVICE - 300 DOROTHY ST	149.14	Open
12/09/2020	80893	0594	DTE ENERGY	ELECTRIC SERVICE - 250 DOROTHY ST	30.95	Open
12/09/2020	80894	0594	DTE ENERGY	ELECTRIC SERVICE, VARIOUS LOCATIONS	874.89	Open
12/09/2020	80895	4545	E2 HAIR STUDIO	PATRONICITY GRANT FUNDING	162.50	Open

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12/09/2020	80896	4537	EAST LAKE DENTAL	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80897	4542	GRANDE TRUNKE HOME	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80898	4394	GREAT LAKES ACE HARDWARE	TORCH KIT, CLIMP METER, SCREWDRIVER, C	126.67	Open
12/09/2020	80899	4539	HAMLIN & CLARK, LLC	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80900	6121	HEINANEN ENGINEERING, INC.	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80901	3140	HINES PARK FORD, INC.	LABOR TO BALANCE TIRES	89.95	Open
12/09/2020	80902	4240	HURON VALLEY GUNS	UNIFORMS AND PINS - CZARPSKI SHIRT - ARMSTRONG WEIR SHIRT, CORCORAN PANTS	860.86 79.99 120.98	Open Open Open
					1,061.83	
12/09/2020	80903	4998	KV SPORTS	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80904	4026	LB OFFICE PRODUCTS	OFFICE SUPPLIES	282.11	Open
12/09/2020	80905	1509	MARTIN'S DO IT BEST	SUPPLIES ICICLE LIGHTS AND ADJUSTABLE PHOTO CO NOVEMBER 2020 STATEMENT	16.89 63.95 591.73	Open Open Open
					672.57	
12/09/2020	80906	4427	MAXI - BRIGHTON	TAIL LIGHT FOR T7 BATTERY FOR WATER PLANT GENERATOR	19.00 157.95	Open Open
					176.95	
12/09/2020	80907	3109	MICHIGAN STATE POLICE*	AFIS ELECTRONIC SUBMISSIONS SOUTH LYO	389.25	Open
12/09/2020	80908	4607	NMTA	NMTA MEMBERSHIP FEE	75.00	Open
12/09/2020	80909	4317	NEC FINANCIAL SERVICES, LLC	JAN BILLINGS WW & DPW PHONE SYSTEM	177.81	Open
12/09/2020	80910	2646	OAKLAND CITY ASSOC CHIEFS OF POLICE 2021 DUES		60.00	Open
12/09/2020	80911	0218	PARKSIDE CLEANERS	CITY COUNCIL NAME TAGS RUGS	70.00 43.00	Open Open
					113.00	
12/09/2020	80912	0462	PETER'S TRUE VALUE HARDWARE	ROPE FOR HANGING BANNER OVER ROAD ELECTRIC REPAIRS ROPE	10.99 47.45 27.98	Open Open Open
					86.42	
12/09/2020	80913	3946	PITNEY BOWES*	MAIL MACHINE	682.62	Open
12/09/2020	80914	4563	PROLIGHTING	LED LIGHTS	164.70	Open
12/09/2020	80915	2419	QUICK SILVER MARKETING SOLUTIONS	WINDOW DECALS/STICKERS FOR FM 2021 SP	198.50	Open
12/09/2020	80916	2507	R.R.A.S.O.C.	NOV. 2020 HAZARDOUS WASTE	215.40	Open
12/09/2020	80917	5893	SAFEBUILD, LLC	NOV. TECH AND PERMIT FEES	18,071.10	Open
12/09/2020	80918	4546	SOUTH LYON CHIROPRACTIC	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80919	4536	SOUTH LYON MOTORS	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80920	0383	SOUTH LYON VILLAGE BAKERY	PATRONICITY GRANT FUNDING	162.50	Open

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12/09/2020	80921	4541	THE CORNER SOCIAL	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80922	4538	THE LEMON TREE	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80923	4544	THE LYON THEATER	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80924	4535	THIRD MONK BREWING CO.	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80925	4547	VENUE SOUTH LYON	PATRONICITY GRANT FUNDING	162.50	Open
12/09/2020	80926	5071	VEIS	POLICY PREMIUM 12/01/2020 - 12/01/202	2,200.00	Open
12/09/2020	80927	2770	VICTORY LANE	FLEET OIL CHANGE OR MAINTENANCE	42.14	Open
12/09/2020	80928	3720	W4 SIGNS	SIGNS AND NAME PLATE	77.00	Open
12/09/2020	80929	3413	MICHAEL WEIR	EMT	25.00	Open
12/09/2020	80930	5731	WINDSTREAM	UTILITY SERVICE	2,286.26	Open
12/09/2020	80931	3984	WOW! BUSINESS	SERVICE PERIOD 11/21/2020 - 12/20/202	57.13	Open

01 TOTALS:

Total of 279 Checks:

Less 0 Void Checks:

Total of 279 Disbursements:

468,085.35  
0.00  
468,085.35



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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000	ENGINEERING FEES	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	6,742.33	
101-000.000-035.000	ENGINEERING FEES	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	3,029.26	
101-000.000-035.000	ENGINEERING FEES			9,771.59	
		Total For Dept 000.000			
Dept 200.000 ADMINISTRATION		MICHAEL LAFEVER	ROFING - GARLAND FOR DOWNTOWN LIGHTS	2,539.00	
101-200.000-971.100	LAND/ BEAUTIFICATION			2,539.00	
		Total For Dept 200.000 ADMINISTRATION			
Dept 276.000 CEMETERY		FLEETSOF	ANNUAL MAINTENANCE SUPPORT THROUGH NO	78.33	
101-276.000-740.000	OPERATING EXPENSE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	200.00	
101-276.000-801.000	PROFESSIONAL SERVICE			278.33	
		Total For Dept 276.000 CEMETERY			
Dept 300.000 POLICE		SIRCHIE	EVIDENCE BOX, GUN/25EA	56.97	
101-300.000-740.000	OPERATING EXPENSE	AXON ENTERPRISE, INC.	TASER CARTRIDGES PRACTICE & DUTY YEAR	1,004.25	
101-300.000-745.000	AMMUNITION	KIESLER'S POLICE SUPPLY	AMMUNITION - SEVERAL CALIBER ON-DUTY/	3,822.05	
101-300.000-745.000	AMMUNITION	AMERICAN VIDEO TRANSFER	COMPUTER RACKS IN VIDEO ROOM - SERVER	1,889.00	
101-300.000-820.000	COMPUTER	FLEETSOF	ANNUAL MAINTENANCE SUPPORT THROUGH NO	141.00	
101-300.000-863.000	VEHICLE MAINTENANCE	GREEN OAK TIRE, INC.	TIRE DISPOSAL & TIRES FOR DPW	23.46	
101-300.000-863.000	VEHICLE MAINTENANCE	AXON ENTERPRISE, INC.	TASER BATTERY REPLACEMENTS (3)	214.65	
101-300.000-977.000	EQUIPMENT	AXON ENTERPRISE, INC.	TASER BATTERIES	159.00	
101-300.000-977.000	EQUIPMENT			7,310.38	
		Total For Dept 300.000 POLICE			
Dept 335.000 FIRE		LEAVITT COMMUNICATIONS	2 MINITORS	705.50	
101-335.000-851.000	RADIO MAINTENANCE	FLEETPRIDE	FILTERS FOR FD	123.48	
101-335.000-863.000	VEHICLE MAINTENANCE	FLEETSOF	ANNUAL MAINTENANCE SUPPORT THROUGH NO	94.00	
101-335.000-863.000	VEHICLE MAINTENANCE	WITMER PUBLIC SAFETY GRO	HOOKS	359.17	
101-335.000-977.000	EQUIPMENT			1,282.15	
		Total For Dept 335.000 FIRE			
Dept 440.000 DEPT. OF PUBLIC WORKS		ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	116.71	
101-440.000-740.000	OPERATING EXPENSE	CONTRACTORS CONNECTION	ROAD BARRICADES & PAINT	158.40	
101-440.000-740.000	OPERATING EXPENSE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	1,664.13	
101-440.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	444.42	
101-440.000-801.000	PROFESSIONAL SERVICE	MISS DIG SYSTEM, INC.	ANNUAL MEMBERSHIP 2021	779.96	
101-440.000-802.000	CONTRACTUAL SVCS	CORRIGAN OIL CO.	GAS & DIESEL 10/1/2020 - 11/5/2020	1,072.76	
101-440.000-860.000	GAS & OIL	ADVANCE AUTO PARTS	RAINX 32OZ DEICER FOR T15	4.66	
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	5 GALLONS OF AW46 HYDRO OIL	48.75	
101-440.000-863.000	VEHICLE MAINTENANCE	BANDIT INDUSTRIES, INC.	TOOLS AND CLUTCH PACK	733.52	
101-440.000-863.000	VEHICLE MAINTENANCE				

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Fund 101 GENERAL FUND					
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-863.000	VEHICLE MAINTENANCE	BANDIT INDUSTRIES, INC.	FLY WHEEL FOR DPW CHIPPER	626.45	
101-440.000-863.000	VEHICLE MAINTENANCE	FLEETSOF	ANNUAL MAINTENANCE SUPPORT THROUGH NO	344.67	
101-440.000-863.000	VEHICLE MAINTENANCE	GREEN OAK TIRE, INC.	TIRE DISPOSAL & TIRES FOR DPW	382.21	
101-440.000-923.000	STREET LIGHTING EXPENSE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	285.08	
101-440.000-923.000	STREET LIGHTING EXPENSE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	550.72	
101-440.000-974.000	LAND IMPROVEMENTS	HORNET CONCRETE CO. INC.	CONCRETE	437.50	
101-440.000-977.000	EQUIPMENT	SKID STEER SOLUTIONS INC	5' ETERRA SICKLE BAR, BOBCAT EXCHANGE	4,340.00	
		Total For Dept 440.000 DEPT. OF PUBLIC WORKS		11,989.94	
Dept 690.000 PARKS AND RECREATION					
101-690.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHNS @ MCHATTIE PARK	230.00	
101-690.000-930.000	REPAIR MAINTENANCE	ZERO WASTE USA, INC.	BAGS FOR DOG WASTE STATIONS	215.07	
		Total For Dept 690.000 PARKS AND RECREATION		445.07	
		Total For Fund 101 GENERAL FUND		33,616.46	
Fund 202 MAJOR STREETS					
Dept 451.000 STREET CONSTRUCTION					
202-451.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	6,674.18	
202-451.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	622.07	
202-451.000-802.100	CONTRACTUAL SERVICES (MAJOR STR	GM & SONS	LIBERTY STREET PAVING	52,244.35	
		Total For Dept 451.000 STREET CONSTRUCTION		59,540.60	
		Total For Fund 202 MAJOR STREETS		59,540.60	
Fund 203 LOCAL STREETS					
Dept 451.000 STREET CONSTRUCTION					
203-451.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	93.10	
203-451.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	334.97	
		Total For Dept 451.000 STREET CONSTRUCTION		428.07	
Dept 474.000 TRAFFIC SERVICES					
203-474.000-740.000	OPERATING EXPENSE	CONTRACTORS CONNECTION	ROAD BARRICADES & PAINT	498.60	
		Total For Dept 474.000 TRAFFIC SERVICES		498.60	
		Total For Fund 203 LOCAL STREETS		926.67	
Fund 265 DRUG LAW ENFORCEMENT FUND					
Dept 000.000					
265-000.000-964.000	CAPITAL EXPENDITURE	BOYACH INC.	BALLISTIC SHIELDS AND CARRYING CASE	909.98	
		Total For Dept 000.000		909.98	

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Fund 265 DRUG LAW ENFORCEMENT FUND					
Total For Fund 265 DRUG LAW ENFORCEMENT FUND				909.98	
Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
280-000.000-702.200	FARMER'S MARKET	TIMOTHY DAVIDS	FARMERS MARKET WAGES FOR NOVEMBER 202	240.00	
280-000.000-740.000	OPERATING EXPENSE	TIMOTHY DAVIDS	FARMERS MARKET WAGES FOR NOVEMBER 202	6.00	
280-000.000-740.200	SEASONAL IMPROVEMENTS	JOHN'S SANITATION	PORTA JOHNS @ MCHATTIE PARK	398.00	
Total For Dept 000.000				644.00	
Total For Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY				644.00	
Fund 592 WATER & SEWER					
Dept 452.000					
592-452.000-802.000	CONTRACTUAL SVCS	L. D'AGOSTINI & SONS, IN	WATER TREATMENT PLANT PHASE 1 IMPROVE	201,731.40	
Total For Dept 452.000				201,731.40	
Fund 540.000 WATER / REPAIR					
Dept 540.000					
592-540.000-802.000	CONTRACTUAL SVCS	MISS DIG SYSTEM, INC.	ANNUAL MEMBERSHIP 2021	779.96	
Total For Dept 540.000 WATER / REPAIR				779.96	
Fund 550.000 SEWER / REPAIR					
Dept 550.000					
592-550.000-802.000	CONTRACTUAL SVCS	MISS DIG SYSTEM, INC.	ANNUAL MEMBERSHIP 2021	779.96	
592-550.000-930.000	REPAIR MAINTENANCE	PLUMBER'S SERVICE	SANITARY SEWER CLEANING 440 CHESTER C	225.00	
Total For Dept 550.000 SEWER / REPAIR				1,004.96	
Fund 556.000 WATER					
Dept 556.000					
592-556.000-740.000	OPERATING EXPENSE	ELHORN ENGINEERING COMPA	PHOSPHATE	3,770.00	
592-556.000-740.000	OPERATING EXPENSE	IDEXX LABORATORIES*	LAB SUPPLIES	1,564.92	
592-556.000-740.000	OPERATING EXPENSE	JCI JONES CHEMICALS INC.	CHLORINE	514.40	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER QUALITY PARAMETERS	100.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER QUALITY PARAMETERS	100.00	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	506.14	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	72.46	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	44.24	
592-556.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	46,868.72	
592-556.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	39,675.53	
592-556.000-801.000	GAS & OIL	CORRIGAN OIL CO.	GAS & DIESEL 10/1/2020 - 11/5/2020	4,673.94	
592-556.000-860.000	VEHICLE MAINTENANCE	FLEETSOF	ANNUAL MAINTENANCE SUPPORT THROUGH NO	141.00	
592-556.000-863.000	VEHICLE MAINTENANCE	GREEN OAK TIRE, INC.	TIRE DISPOSAL & TIRES FOR DPW	51.33	
592-556.000-863.000	BUILDING MAINTENANCE	CHEMICAL INJECTION TECHN	AV-1 CHLORINE VALVE SYSTEM	3,115.43	
592-556.000-931.000	BUILDING MAINTENANCE	JIM'S AMISH STRUCTURES	WELL # 6 STRUCTURE	4,164.60	
592-556.000-931.000					
Total For Dept 556.000 WATER				105,362.71	

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Fund 592 WATER & SEWER					
Dept 557.000 WASTEWATER					
592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	38.91	
592-557.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	GREASE AND MIX	16.24	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, L.L	WW ANALYSIS	82.50	
592-557.000-740.000	OPERATING EXPENSE	DUBOIS CHEMICALS INC	POLYMER	4,271.85	
592-557.000-740.000	OPERATING EXPENSE	HAVILAND PRODUCTS COMPAN	ALUMINUM SULFATE	4,867.87	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WHOLE EFFLUENT TOXICITY	900.00	
592-557.000-740.000	OPERATING EXPENSE	REPUBLIC SERVICES #241	PLANT SCREEN REMOVAL	1,439.50	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	311.64	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	72.46	
592-557.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	1,761.54	
592-557.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	1,549.12	
592-557.000-802.000	CONTRACTUAL SVCS	KROPF MECHANICAL SERVICE	HVAC QUARTERLY INSPECTION	1,225.00	
592-557.000-931.000	BUILDING MAINTENANCE	GRAINGER	EXHAUST FAN AND HOSE CLAMP	259.30	
592-557.000-931.000	BUILDING MAINTENANCE	GRAINGER	JAW COUPLING	8.62	
592-557.000-931.000	BUILDING MAINTENANCE	GRAINGER	PARTS FOR CLARIFIER REPAIR	844.16	
592-557.000-931.000	BUILDING MAINTENANCE	HI-BALL CO.	CRANE FOR WELL HOUSE PLACEMENT	907.50	
592-557.000-931.000	BUILDING MAINTENANCE	PROLIGHTING	LIGHTING	570.56	
592-557.000-970.000	CAPITAL IMPROVEMENTS	HECO, INC.	VFD REPAIRS	3,987.00	
		Total For Dept 557.000 WASTEWATER		23,113.77	
		Total For Fund 592 WATER & SEWER		331,992.80	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	33,616.46	
			Fund 202 MAJOR STREETS	59,540.60	
			Fund 203 LOCAL STREETS	926.67	
			Fund 265 DRUG LAW ENFO	909.98	
			Fund 280 DOWNTOWN DEVE	644.00	
			Fund 592 WATER & SEWER	331,992.80	
Total For All Funds:				427,630.51	

The above checks have been approved for payment.

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

\_\_\_\_\_  
Daniel L. Pelchat, Mayor

## November 2020 Payroll Reports

Department	Total Pay
Administration	\$ 36,706.78
Cemetery	\$ 3,137.00
Police	\$ 107,851.33
Fire	\$ 30,239.63
D.P.W.	\$ 48,696.53
Water & Wastewater	\$ 42,508.17
Total Wages	\$ 269,139.44

*\*Please note 2 pay periods in the month of November 2020*

# AGENDA NOTE

Old Business # /

**MEETING DATE:** December 14, 2020

**PERSON PLACING ITEM ON AGENDA:** Recommendation from Planning Commission on September 24, 2020.

**AGENDA TOPIC:** Fieldstone Planned Development Agreement approval

**EXPLANATION OF TOPIC:** The property involved in this request is the 11.65± acres on the south side of Eleven Mile Road approximately a quarter mile west of Pontiac Trail (Tax ID 21-19-126-002). It is an irregularly shaped parcel located adjacent to and west and north of Colonial Acres and is also bordered by railroad tracks along its western boundary.

The City's Planned Development process is a four-step process. See, Sections 102-383 through 102-386 of the City's Zoning Ordinance:

- (1) a public hearing and review of the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council; **completed May 14, 2020;**
- (2) a review and action on the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the City Council; **completed June 22, 2020;**
- (3) a review of the Final (Stage II) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council; This step was **completed on September 24, 2020**. The Planning Commission recommended that the Council approve the applicant's final (Stage II) Planned Development Site Plan subject to conditions.
- (4) a review and action on the Final (Stage II) PD Planned Development Site Plan by City Council; **completed November 9, 2020.**

As part of the Stage II approval, a Planned Development Agreement between the City and the applicant must be approved and recorded. The Planned Development Agreement has been reviewed by the City Attorney, the applicant's attorney, City staff and consultants. The Agreement contains the approved Final Site Plan and elevations and floor plans for the homes (approved at the November 9, 2020 meeting).

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

- Final PD Agreement

**POSSIBLE COURSES OF ACTION:**     Approve/Deny/Table/Postpone

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Planned Development Agreement for Fieldstone Site Condominiums (Parcel No. 21-19-126-002), between the City of South Lyon and Pulte Homes of Michigan, LLC.



**FIELDSTONE**  
**PLANNED DEVELOPMENT AGREEMENT**

Entered into between:

The City of South Lyon, a Michigan Municipal Corporation

and

Pulte Homes of Michigan LLC , a Michigan limited liability company

Dated: \_\_\_\_\_, 2020

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## **FIELDSTONE**

### **PLANNED DEVELOPMENT AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of December, 2020 (the "Effective Date"), by and between the City of South Lyon ("City") a Michigan Municipal Corporation, whose address is 335 S. Warren Street, South Lyon, Michigan 48178, and Pulte Homes of Michigan LLC ("Developer"), a Michigan Limited Liability Company, whose address is 36900 Schoenherr Road, Sterling Heights, Michigan 48312.

Developer: Pulte Homes of Michigan LLC

Project Engineer: Umlor Group, LLC (UMLOR)

### **RECITALS:**

A. This Planned Development Agreement covers a parcel of real property containing approximately 11.635± acres, located on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property").

B. Developer is the fee owner of the Property, and Developer's predecessor voluntarily proposed rezoning and development of the Property as a residential Planned Development consisting of a 50 unit detached single-family residential site condominium to be known as Fieldstone. Developer is the developer and proprietor of the Fieldstone site condominium (the "Development").

C. Developer's predecessor previously applied for approval of an amendment to the City of South Lyon's Zoning Ordinance to amend the City of South Lyon Zoning Map and rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development).

D. As part of the planned development approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the Development Documents as defined below in Section 3 which Developer and City agree are necessary and roughly proportional to the burden imposed in order to: (1) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq., and the City's ordinances.

E. The Development will provide the Developer with certain material development options not otherwise available under the RM-1 zoning district and would be a distinct and material benefit and advantage to the Developer.

F. On May 14, 2020, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Fieldstone planned development.

G. On June 22, 2020, the South Lyon City Council approved with conditions Ordinance No. \_\_\_-20 amending the City of South Lyon Zoning Map to rezone the Property from RM-1, (Multiple Family Residential) to PD (Planned Development) subject to conditions reflected in the minutes of the meeting.

H. June 22, 2020, the South Lyon City Council approved the Preliminary (Stage I) Planned Development Site Plan for the Fieldstone planned development with conditions as reflected in the minutes of the meeting.

I. On \_\_\_\_\_, 2020, the South Lyon Planning Commission recommended approval of the Final (Stage II) Planned Development Site Plan for the Fieldstone Planned Development with conditions.

J. On \_\_\_\_\_, 2020, the South Lyon City Council approved the Final (Stage II) Planned Development Site Plan for the Fieldstone Planned Development subject to, among other conditions, approval of this Agreement.

K. The City desires to ensure the Property is developed and used in accordance with the Final (Stage II) Planned Development Site Plan and conditions thereon as approved by the City Council and applicable laws and regulations.

L. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property as it is developed as Fieldstone Planned Development, the Developer and the City desire to set forth the parties' obligations with respect to the Development according to the Final (Stage II) Planned Development Site Plan.

NOW, THEREFORE, as an integral part of the approval of the Development, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## **1. SUMMARY DESCRIPTION OF THE DEVELOPMENT**

The Development is a Planned Development consisting of no more than 50 detached residential site condominium units on the approximately 11.635± acres of real property located at on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property") to be known as Fieldstone.

## **2. GENERAL TERMS**

A. Developer and the City acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties and are hereby incorporated within and made a part of this Agreement.

B. As provided for in Section 102, Article VI, Division 14 of the City of South Lyon Zoning Ordinance pertaining to the Planned Development (PD) Zoning District, specifically including, but not limited to, Section 102-384, the approvals of the Preliminary (Stage I) and Final (Stage II) Site Plans for the Development are integral to the rezoning of the Property to PD (Planned Development) and development and use of the Property.

C. The terms, provisions, and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the future owners or others holding an interest in the Property and successors and assigns of the parties to this Agreement. The City acknowledges Developer may assign the rights, benefits, duties and obligations under this Agreement to Pulte Homes of Michigan LLC ("Pulte") upon acquisition of the Development by Pulte, without the consent or approval of the City, and the City agrees that a separate development agreement will not be required as a result of any such assignment to Pulte. Such an assignment would be evidenced by an assignment and assumption agreement executed by the Developer and Pulte under which Pulte assumes and agrees to perform all obligations of the Developer under this Agreement.

D. Maximum Number of Units. The Development shall consist of no more than 50 residential detached site condominium units as shown on the Final (Stage II) Planned Development Site Plan.

E. The Developer agrees to develop the Property in accordance with the terms and conditions of this Agreement.

F. All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, all applicable City ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the Development Documents defined in Section 3 below, and federal and state laws for the respective components of the Fieldstone Planned Development.

### **3. DEVELOPMENT AS A PLANNED DEVELOPMENT**

Developer shall develop and improve the Property in full compliance with the following Development Documents ("Development Documents") and requirements:

A. The City's Zoning Ordinance.

B. The Final (Stage II) Planned Development Site Plan for Fieldstone approved by City Council prepared by Umlor Group LLC (UMLOR), Project No. 180713, original issue date 1-23-2020, and last revised on \_\_-\_\_-2020 which includes:

Sheet	G-1.0	Cover Sheet
Sheet	V-1.0	Topographic Survey
Sheet	V-2.0 to 2.1	Tree Survey
Sheet	CD-1.0	Demolition Plan
Sheet	C-1.0	Site Plan
Sheet	C-1.1	Entrance Detail
Sheet	C-3.0	Utility Crossing Plan (West)
Sheet	C-3.1	Utility Crossing Plan (East)

Sheet	C-4.0	Sanitary Sewer Plan (West)
Sheet	C-4.1	Sanitary Sewer Plan (East)
Sheet	C-4.2 to 4.5	Sanitary Sewer Profiles
Sheet	C-5.0	Water Main Plan (West)
Sheet	C-5.1	Water Main Plan (East)
Sheet	C-5.2	11 Mile Road Water Main Connection
Sheet	C-5.3 to 5.8	Water Main Profiles
Sheet	C-6.0	Storm Sewer Plan (West)
Sheet	C-6.1	Storm Sewer Plan (East)
Sheet	C-6.2 to 6.8	Storm Sewer Profiles
Sheet	C-7.0	Grading and Soil Erosion and Sedimentation Plan (West)
Sheet	C-7.1	Grading and Soil Erosion and Sedimentation Plan (East)
Sheet	C-9.0	Storm Water Management Plan
Sheet	C-9.1	Storm Water Calculations
Sheet	C-10.0	Road Alignment Plan
Sheet	C-10.1	Lexington Drive Sta. 0+00 to 3+89
Sheet	C-10.2	Fieldstone Sta. 100+00 to 106+51
Sheet	C-10.3	Fieldstone Sta. 106+51 to 109+70
Sheet	C-10.4	Fieldstone Sta. 109+70 to 114+94
Sheet	C-10.5	Fieldstone Sta. 114+94 to 117+96
Sheet	C-11.0	Miscellaneous Emergency Gate & Lock Details
Sheet	C-11.1	Fence & Bench Details
Sheet	C-11.2 to 11.5	City of South Lyon Details
Sheet	C-12.0 to 12.1	Specification & Notes
Sheet	L-101	Landscape Plan (East)
Sheet	L-102	Landscape Plan (West)

C. Any and all conditions on the Final (Stage II) Planned Development Site Plan approval by the South Lyon City Council pertaining to the Development and reflected in the official minutes of such meeting(s). Once the Final (Stage II) Planned Development Site Plan for Fieldstone Planned Development is approved, a reduced-size copy of it and the minutes of the South Lyon City Council meeting at which the Council approved it shall be attached to this Agreement as **Exhibits B** and **C** respectively.

D. City of South Lyon Zoning Ordinance Amendment, Ordinance No. \_20, rezoned the Property from RM-1 to PD subject to the following conditions:

1. A waiver to allow an average lot area of 5,823 square feet;
2. A waiver to allow a minimum lot width of 50 feet;
3. A waiver to allow an overall density of 4.3 units per acre;
4. A waiver to allow a side yard setback of 5 feet, totaling a minimum of 10 feet between structures;
5. A waiver to allow a maximum overall building coverage of 30%, as specifically noted in the calculation table and a maximum impervious surface not to exceed 35% as described in Sheet C-1.0 of the Final (State II) Planned Development Site Plan attached as Exhibit B;
6. A waiver for a 30-foot rear yard setback with Lots 7, 18, 20, 21 and 22 dropping below 30 feet.;
7. Gaps in the internal sidewalk connection and along Eleven Mile Road be installed by Developer consistent with the approved Preliminary PD Site Plan;
8. Require that Developer install the landscape buffering abutting Colonial Acres prior to issuance of any building permits;
9. Partial brick or partial stone be required on front elevations, provided, however, that brick or stone IS NOT required on side or rear elevations, other than the brick or stone wainscoting prescribed for Lot 27 and Lot 28 side elevations, as noted in item 10 below; front elevations with 100% siding will not be offered as an option to buyers;
10. The requirement that brick or stone wainscoting be used on Lots 27 and 28 side elevations;
11. An anti-monotony policy be established as part of the condominium documents;
12. Missing landscape calculation and unit data (square footage table) be provided in the final site plan submittal; and
13. Draft condominium documents to be submitted during final site plan approval.

E. The approved elevation and footprint and interior layout drawings for dwellings for Fieldstone Planned Development are attached as **Exhibit D**.

F. Any and all public or private easements contemplated by this Agreement including, without limitation, utility easements, access easements, or conservation easements.

G. This Agreement and conditions imposed herein.

H. The Condominium Master Deed and Bylaws as required by Section 16 hereunder applicable to the Property setting forth, inter alia, the long-term maintenance obligations related to the Property.

I. City of South Lyon Engineering Design Standards, in effect as of the Effective Date, and any other reasonable conditions which may be required by the City's Engineering Consultants.

To the extent that developing the property in accordance with the Final Planned Development Plan will deviate from the City's Zoning Ordinances currently in effect or which may be adopted in the future, the City shall be deemed to have granted, and hereby grants, variances for all such deviations.

#### **4. EFFECT OF PUD APPROVAL**

The Fieldstone Planned Development Ordinance reclassifies the zoning of the Property to Planned Development (PD) and constitutes the zoning and land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the Development Documents.

#### **5. PERMITS AND AUTHORIZATIONS**

The City shall grant to Developer, and its contractors and subcontractors, all City permits and authorizations necessary to bring all utilities, including electricity, water, storm and sanitary sewer to the Property, and to otherwise develop, improve, use, and occupy the Property in accordance with the Final (Stage II) Planned Development Site Plan, provided Developer has first made all requisite applications, filings, and submissions for permits, complied with the requirements for said permits, or authorizations and submittals, and paid all required fees. Any applications for permits or authorizations from the City will be processed in the customary manner.

#### **6. PHASING**

The Property shall be developed in a single phase.

#### **7. WATER AND SANITARY SEWER**

A. Developer shall, at its sole expense, construct and install improvements, facilities and/or connections tying into the municipal water and sanitary sewer systems. Such improvements shall be designed and constructed in accordance with the Final (Stage II) Planned Development Site Plan, the City's Engineering Design Standards, approved engineering plans, and all applicable federal, state, county, and city standards, codes, regulations, ordinances and laws. Developer shall dedicate easements and conveyances for, and shall post financial security relating to the completion of construction of the water and sanitary sewer improvements and facilities, as-built plans, and shall dedicate all such water and sewer system improvements in accordance with applicable City policies, procedures, ordinances, the Development Documents, and this Agreement. All water and sanitary sewer improvements and facilities shall remain Common Improvements, as defined in Section 15, below, until dedication of same is accepted by the City of South Lyon or such other applicable agency. The City's consideration of and



acceptance of dedications of water and sanitary sewer improvements in the Development shall be as and when determined by the City.

B. No water or sanitary sewer manholes, water gate stops, meter boxes, or curb stops for the water supply or sanitary sewer system shall be located in driveway approaches, sidewalks or other hard or paved surfaces unless approved by the City in writing.

C. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the Development or structures within it, including without limitation, uninhabitable buildings and fire protection risks.

## **8. STORMWATER**

Developer shall, at its sole expense, construct and maintain a storm water drainage system for the Development, which shall include both on-site and off-site improvements as necessary, in accordance with the Development Documents, the approved Final (Stage II) Planned Development Site Plan, and all applicable ordinances, laws, codes, standards and regulations. At a minimum, the stormwater drainage improvements and facilities shall be designed in accordance with, satisfy, meet and comply with all applicable County and City standards or other applicable ordinances, codes, regulations, and standards.

## **9. ROADS AND SIDEWALKS**

A. All roads, entranceways, sidewalks, and walking paths within the general common elements shall be constructed by Developer, at its sole expense, to Road Commission for Oakland County standards in accordance with the Development Documents, the Final (Stage II) Planned Development Site Plan, approved engineering plans, the City's Engineering Design Standards, this Agreement, and all applicable City Ordinances.

B. The roads in the Development shall be private roads.

C. The roads in the Development shall be constructed with 18-inch layback mountable curb and gutter.

D. Developer shall post financial security required by the City relating to the completion of construction of all road, entranceways, sidewalks, and walking paths.

E. The Eleven Mile Road approach improvements will require review and approval of the Road Commission for Oakland County and shall be constructed to comply with such requirements and standards.

F. Developer shall execute and record in the Oakland County Register of Deeds a Declaration of Cross Access Easement acceptable to Developer and the City to enable possible future cross access between the development and the adjacent residential development commonly known as Colonial Acres.

G. Developer shall construct, at its sole expense, a 20-foot wide emergency access drive and entranceway ("Emergency Access") on Eleven Mile Road west of the main entranceway into the Development as shown on the Final (Stage II) Planned Development Site Plan with an emergency gate and lockbox approved by the South Lyon Fire Department. The Emergency

Access and gate shall be and remain a general common element, and shall be reflected as such in the Master Deed and Bylaws for Fieldstone. The Emergency Access shall be maintained by the Association as it would maintain any of the other general common element, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access by the Association on a permanent basis. The City has the authority to enforce this provision as provided in Section 18 of this Agreement by removing the snow from the emergency access and charging the Association the cost thereof. Further, the Association shall maintain the Emergency Access area clear of any and all obstructions at all times, including by not limited to vehicles, structures, and any other objects that may, or could impede emergency vehicle access to the Development. The Emergency Access shall be gated so that it is not used as a primary access to the Development. The Association shall provide any keys or codes required to open the emergency gate to the City's Police and Fire Departments. The City shall have the right, but not the obligation, to enforce the repair and maintenance of the Emergency Access in accordance with the Final (Stage II) Planned Development Site Plan and this Agreement against the Association. In the event the Association fails to repair and maintain the Emergency Access, the City may enforce the obligation as provided for in Sections 17 and 18 of this Agreement, and as otherwise provided for in the Master Deed.

H. Sidewalks are subject to Sections 82-71 through 82-80 of the City of South Lyon Code of Ordinances, as amended, and the City shall have no obligation to maintain, repair, and replace sidewalks in the Development. The City shall not have any obligation to clear snow and ice from sidewalks in the Development which is an obligation and responsibility of the unit owners and residents pursuant to Section 82-78 of the City of South Lyon Code of Ordinances.

I. The Developer and/or Association shall snow plow and otherwise remove snow from the roads.

J. Developer shall provide a hard road surface at all times during construction to provide emergency vehicle access to the farthest point of all buildings under construction and a stone mud mat as required by the Soil Erosion and Sedimentation Control Program as administered by the Oakland County Water Resources Commissioner's Office. In the event the hard road surface cannot be commenced or completed due to the season and/or weather, Developer shall be permitted to proceed with construction upon installation of a temporary gravel or stone surface road capable of supporting fire and rescue apparatus, provided that the replacement of the temporary road by the hard surface road shall be completed within forty-five (45) days of the opening of the asphalt or concrete plants in the immediately following spring. The City Fire Department shall approve the installation of the temporary road. Developer shall assume all risks of fire damage to any buildings resulting from the inability of any such gravel or stone access road to support fire and emergency vehicles and apparatus.

K. Prior to completion of the construction or paving of the roads and entranceways (except the top coat), Developer shall apply dust palliative to, and otherwise maintain, such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep adjacent roadways free of silt, debris and repair any damage to such roads caused by Developer's activities in a timely manner, subject to City requirements.

## **10. BUFFERING**

The Development shall include a buffer along the east and south sides of the Development between it and the adjacent development, Colonial Acres, consisting of minimum 10-foot tall evergreen trees and a 6-foot vinyl fence which shall comply with the approved Final (Stage II) Planned Development Site Plan and landscaping plans for the Development. The buffer described herein shall be installed at the Developer's expense prior to the issuance of any building permits for the Development, and the evergreen trees shall be irrigated. The buffer and fence shall be maintained by the Developer and/or Association as a general common element and shall be reflected as such in the Master Deed and Bylaws for Fieldstone.

## **11. LANDSCAPING, LIGHTING, SIGNAGE, AND SCREENING**

A. All landscaping, lighting, signage, and screening constructed on the Property shall fully comply with the Development Documents and all applicable City and other ordinances and regulations and other standards applicable to the Development.

B. Street lights shall be and remain a general common element and will not be dedicated to the City, and Developer, Association, and unit owners shall be responsible for maintaining, repairing, replacing and operating the street lights in accordance with the approved light specification and photometric plan at their sole expense.

## **12. OPEN SPACE AND NATURAL FEATURES**

A. The pond and perimeter trees shall be preserved during construction and as part of the Development as designated on the Final (Stage II) Planned Development Site Plan.

B. The open spaces and natural areas designated on the Final (Stage II) Planned Development Site Plan and/or landscape plans are intended to add to the overall aesthetics of the Development and to provide active and passive recreational areas for the residents of the Development, and to ensure their long-term preservation, the designated open spaces and natural features shall be and are hereby perpetually preserved as open space and unimproved areas (other than improvements installed in accordance with the Final (Stage II) Planned Development Site Plan). These areas will be designated as general common elements in the Condominium Master Deeds and Bylaws, which shall also include a provision for the, as the case may be, maintenance, repair, and preservation of the designated open spaces and natural features, as approved and in compliance with the Final (Stage II) Planned Development Site Plan.

## **13. RESIDENTIAL DWELLING UNIT REQUIREMENTS AND RESTRICTIONS**

All residential dwellings shall be constructed in accordance with and be consistent with the elevation drawings for Fieldstone dwellings provided to and approved by the South Lyon City Council as part of the Final (Stage II) Planned Development Site Plan (**Exhibits B and D**). Additionally, residential dwellings constructed in the Development shall comply with the following regulations:

A. Units in the Development shall be a minimum of 4,256 square feet in area, but range from 4,256 square feet to 8,526 square feet in area.

B. Dwellings shall be constructed in accordance with the applicable governmental building codes, rules, regulations, standards, and other requirements. All dwellings to be erected, altered, placed or permitted on any unit shall conform with the size requirements indicated on the Final (Stage II) Plan Development Site Plan.

C. Residential dwellings shall be constructed with any combination of one or more of the following exterior features as shown on the elevation drawings: columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc. as shown in the approved dwelling elevation drawings attached as **Exhibit D**.

D. **Lot Coverage.** Lot coverage shall not exceed a Maximum Percent of Lot Area Covered by Impervious Surfaces of 35% as shown on Sheet C-1.0 of the Final (Stage II) Planned Development Site Plan for Fieldstone (**Exhibit B**). The "Maximum Percent of Lot Area Covered by Individual Buildings" shall not exceed 33%.

E. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding and vinyl siding of less than 0.044" gauge, poured concrete, concrete block, split face block, stucco, EIFS, Dryvit or other similar products. Hardy board or plank or vinyl siding with a minimum of 0.044" gauge or other exterior concrete composite materials are permitted.

F. Roof Shingles. Architectural shingles shall be used throughout the development.

G. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a variety of exterior color combinations. The exteriors of residential dwellings shall be of traditional or contemporary color combinations. The developer and builders provided the City a variety of exterior colors for acceptance. The Planning Commission and City Council approved the supplied materials and color selections. The approved material and color boards are kept on record at the City and will be retained in order to confirm conformance.

H. Product Variety and Anti-Monotony Rule. The same elevation and color scheme (meaning the front façade of a residential dwelling) shall not be constructed or used for the residential dwelling immediately next to and on the same side of the road and most directly across the road from a residential dwelling. Exterior color combinations, materials, and appearances will be considered for purposes of product variety.

I. Garage. Each dwelling shall have one private attached garage.

J. Decks and Patios. Decks and patios shall be sized so Impervious Lot Coverage does not exceed 35% as defined in City of South Lyon Ordinance and provided in this Agreement.

#### **14. COMPLETION OF IMPROVEMENTS**

Developer shall be responsible for the construction of all improvements in the Development as shown on and contained in the Development Documents, at no cost to the City, as provided in this Agreement, including without limitation, all roads, drives, entranceways, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, buffers, gas and electric utilities, lighting, signage, landscaping, landscaping

amenities, sidewalks, pathways, walkways, buffers, barrier or screening walls, fences, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development.

## **15. FINANCIAL ASSURANCES**

A. Financial Assurances Required. Prior to commencing construction of the Development and to secure completion of the Common Improvements, including roads, entranceways, drives, emergency access, water system improvements, sanitary sewer system improvements, stormwater drainage system, pathways, walkways, buffers, common area and entranceway landscaping, lighting, signage, screening, tree removal and replacement, and other general and limited common elements as determined by the City's engineer ("Common Improvements"), Developer shall provide financial assurances reasonably satisfactory to the City for completion, preservation, and maintenance of such improvements in accordance with this Agreement and the Development Documents. Such financial assurances shall be in the form of cash or an irrevocable and automatically renewing letter of credit, approved by the City, in an amount equal to one hundred fifty percent (150%) of the cost of completing the improvements as determined by the City. The financial assurance shall require actual construction and installation of the Common Improvements within two (2) years after the issuance of the initial permit. The time limit may be extended for up to twelve (12) months at the City's discretion, upon determination that the work is proceeding toward completion and that the delay is not dilatory or unreasonable under the circumstances. In reaching this determination, the City may take into consideration any appropriate factors established by the Developer, including, but not limited to, weather conditions, delays in securing required permits or approvals from other regulatory agencies, and unforeseen economic events or conditions. A request for extension shall be in writing, accompanied by a schedule for completion of all remaining work. At the time an extension is requested, a site inspection will be conducted, with the cost of such inspection being the Developer's responsibility, to confirm work remaining on the site.

B. Maintenance and Repair Guarantee. Concurrently with approval by the City of any Common Improvements, a two (2) year maintenance and repair guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit running from the date of the City's acceptance of the dedication of the Common Improvement equal to twenty-five percent (25%) of the construction costs for Common Improvements shall be provided by Developer. The maintenance and repair guarantee is to warrant the workmanship, materials, and design used in construction and the successful operation and maintenance of the Common Improvements. Additionally, in accordance with the City's Engineering Design Standards, as-built plans certified by a licensed engineer, reviewed by the City's engineer, shall be submitted to the City.

C. Site Restoration Guarantee. Developer agrees to maintain the Common Improvements during construction of the Development and residential dwellings and to restore, repair, replace, or rebuild same if damaged during construction and until construction is completed as determined by the City Manager. The City shall require Developer to provide the City with a site restoration guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit in an amount equal to ten percent (10%) of the cost of the Common Improvements to be guaranteed to ensure Developer's obligations to maintain and restore the Property and Common Improvements damaged during construction.

D. Unit Deposit. Prior to issuance of a building permit for a residential dwelling, Developer or its successor and/or assigns, including a residential builder applying for a building permit, shall deposit with the City Three Thousand and No/100<sup>th</sup> dollars (\$3,000.00) in the form of cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the City, to guarantee construction and completion of the grading, drainage, driveway, adjacent sidewalks, street trees, et cetera in accordance with this Agreement and the Development Documents. After a final certificate of occupancy for a dwelling is issued, any unused balance of a unit deposit shall be returned to whoever posted it if requested in writing to the City.

E. Reduction and Release. The building official may, after performing a site inspection at the written request of the Developer and determining that all fees due have been paid, rebate or reduce portions of a financial assurance, guarantee or deposit upon determination by the building official, in his sole discretion, that the improvements and/or actions for which that financial assurance, guarantee, or deposit was provided have been satisfactorily completed in accordance with the permit, approved plans, any temporary certificate of occupancy, this Agreement, the Development Documents, and all other applicable laws, regulations, and ordinances. No such rebate or reduction shall occur until fifty percent (50%) of the value of all of the Common Improvements, based on an estimate of the value of labor and materials, for the Development are complete, and at no point shall the amount of the financial assurance, guarantee, or deposit held by the City be less than one hundred fifty percent (150%) of the cost to complete the remaining required Common Improvements or other improvements. The Developer is responsible for the actual cost of inspections requested. The amount of a financial assurance, guarantee, or deposit required may, in the City's sole discretion, be reduced by the amount of the financial assurance required by another governmental entity. If, at any time, the City determines that the funds remaining in the financial assurance, guarantee, or deposit are not, or may not be, sufficient to cover the remaining unpaid cost to complete construction of the Common Improvements or other work and unpaid fees or are otherwise insufficient, then, within ten (10) days after demand by the City, the Developer shall increase the amount of the financial assurance, guarantee or deposit to be sufficient to pay the unpaid costs and fees. Failure to do so may result the City issuing stop work orders and shall be grounds for the City to retain any remaining balance and to draw down additional available funds and which shall be used to complete the unfinished Common Improvements. All unpaid fees may be deducted from this deposit balance.

F. Inspections. All construction of Common Improvements and other construction are subject to and must be inspected by the City after the completion, as well as during the construction process according to applicable ordinances, laws, statutes, codes and regulations. Upon receipt of a written request for an inspection, the building official will inspect as soon as reasonably practicable thereafter which should generally occur within thirty (30) days. Periodic inspections may also be made at the discretion of the building official.

G. Default. The City may collect or execute against and/or use a financial assurance, guarantee, or deposit when work is not completed in a timely manner in accordance with applicable permits, this Agreement, or the Development Documents. The building official shall notify the applicant in writing of any such determination. *Default* means the failure to: (1) comply with performance guarantee requirements and conditions; (2) complete, in the specified time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; (3)

maintain, for the specified period of time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; and (4) pay current fee and deposit balances when due.

H. In the event of a default, the City shall, following written notice and an opportunity to cure such default, as specified in the notice, have the right (but not the obligation) to use a financial assurance, guarantee, or deposit to complete the improvements or take the appropriate actions to achieve completion, and the application for site or plot plan or plat approval, building permit, temporary certificate of occupancy, or similar approvals shall be deemed to have authorized the right of the City to enter upon the Property to bring about such completion.

I. In the event a financial assurance, guarantee, or deposit posted is insufficient in amount to allow the City to complete the improvements and/or actions, the Developer shall be required to pay to the City such additional amounts as are needed, as reasonably determined by the Developer's engineering consultants in consultation with the City, for the completion of such improvements and/or actions. Should the City use a financial assurance, guarantee, or deposit, or a portion thereof, to achieve such completion, any amounts remaining shall first be applied to the City's administrative costs, which shall be equal to twenty-five percent (25%) of the cost of such completion, actual attorney's fees, consultant fees, and like fees expended by or on behalf of the City in connection with securing the guarantee and completing the improvements and/or actions; the balance remaining thereafter (if any) shall be refunded to the applicant upon written request.

J. The Developer shall be responsible for ensuring that the required financial assurances, guarantees, and deposits remain in place until all Common Improvements and other improvements are completed, inspected, approved, and the financial assurance, guarantee or deposit has been released by the City. Irrevocable letters of credit shall not be permitted to lapse or expire without renewal or replacement. The City may call or collect upon any such financial assurance, guarantee, or deposit prior to its expiration if it reasonably appears to the City that the guarantee will be permitted to lapse or expire.

## **16. CONDOMINIUM MASTER DEED AND BYLAWS**

A. Developer shall submit to the City a Condominium Master Deed and Bylaws ("Master Deed") applicable to the Property and Development. The Master Deed shall be subject to review by the City Attorney and approval by the City Council prior to recording. The Master Deed shall be fully executed and recorded prior to the issuance of any building permits. As part of such Master Deed, there shall be provisions obligating Developer, the Association, and all future successor owners of the applicable portions of the Property to maintain, repair, and preserve all Common Improvements (as defined in Section 15(A)) in good working order and appearance at all times and in accordance with the Development Documents and this Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City in the event the Developer or the Association fails to perform its maintenance and repair obligations under this Agreement. Additionally, the Master Deed shall identify and make reference to this Agreement and the obligations imposed there under.

B. Nothing in this Agreement is intended to prevent Developer from imposing more restrictive requirements and standards with respect to the Condominium in the Master Deed.

## **17. MAINTENANCE OBLIGATIONS**

A. Provision for the continued maintenance of all Common Improvements is of major importance to the continued success of the Development. To ensure the proper installation and continued maintenance of the Common Improvements, the following standards are imposed, which shall be incorporated into the Condominium Master Deed and Bylaws.

B. Developer shall form and establish a non-profit corporation, which shall be known as the Fieldstone Condominium Association, or such other name as may be designated by Developer (the "Association") to, inter alia, control and be responsible for the maintenance, repair, and preservation ("maintenance") of the Common Improvements, at no cost to the City, and to levy and collect assessments as necessary to pay the costs of such maintenance. Developer and every owner of a unit shall be members of the Association. All membership rights and obligations shall be appurtenant to such members' Condominium unit and may not be separated from the ownership of any unit.

C. Developer shall be responsible for the maintenance of the Common Improvements until Developer or its assigns has completed the Common Improvements and turned over or assigned its maintenance obligation to the Association in accordance with the Michigan Condominium Act, Act 59 of 1978, as amended, and the Master Deed, after which the Developer shall have no further maintenance obligation as to the Common Improvements under this Agreement.

D. In the event the Developer and/or Association, at any time, fail to carry out the aforementioned responsibilities and obligations to maintain all Common Improvements in the Development, the City shall have the right to serve written notice upon the Developer, Association, and owner(s) setting forth the deficiencies in maintenance, repair and/or preservation. The notice shall also set forth a demand that such deficiencies be cured within a stated reasonable time period, and the subsequent date, time, and place of hearing before the City Council, or such other board, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance, repairs, and/or preservation which had not been undertaken. At the hearing, the City Council may take action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain. If following the hearing, the City Council or the board, body, or official designated to conduct the hearing, shall determine that the maintenance, repairs, and/or preservation have not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Development and Property, or any portion of it, or cause its agents or contractors to enter thereon, and perform such maintenance, repairs and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty-five percent (25%) of the total of all costs and expenses incurred, shall be paid by the Development and/or Association and such amounts shall constitute a lien on a pro rata basis as to each unit in the Development. The City may require the payment of such monies prior to the commencement of work. Any such invoice not paid within thirty (30) days following the delivery of the invoice shall bear interest at a rate of one and one-half percent (1 ½%) per month until paid. Further, if such costs and expenses have not been paid within thirty (30) days of a billing to the Developer and/or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata as to each unit, and shall accrue interest and penalties, and shall be



collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer and/or Association, and, in such event, the owner(s) shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The City shall also have the enforcement rights otherwise provided in applicable City ordinances and the Development Documents and/or state laws.

E. Should the failure to maintain the Common Improvements be determined by the City to constitute an impending and immediate danger to the health, safety and welfare of the public, the City shall have the right to take immediate corrective action and summarily abate such danger. The City will make its best effort to communicate with the Developer or the Association, as applicable, by telephone at the number to be provided by the Developer and Association before taking such action, but the City will not be required to delay any action in the event of an impending and immediate danger if it is unable to make contact with the Developer or Association, in which event the City will provide notice of the action taken as soon as possible after the time of the action, and in any event no later than forty-eight (48) hours after taking such action. Should deficiencies in repair/maintenance of the Common Improvements be determined to be a public or private nuisance, the same shall be abated pursuant to City ordinances and/or state laws.

## **18. CITY ENFORCEMENT**

In the event there is a failure to comply with or timely or properly perform any obligation or undertaking required under or in accordance with the Development Documents and this Agreement, the City may serve written notice upon the Developer and all other record owners of real property within the Development setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period and the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the actions set forth in subsections (A) through (C) below. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or such other board, body, or official designated to conduct the hearing, shall determine in its discretion, that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or State laws:

A. The City may enter on to and upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by the City, including notices by the City and legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Developer within thirty (30) days of a billing to the Developer. The payment obligation under this paragraph shall be secured by a lien against any condominium units in the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, which lien shall be deemed effective as of the

date of the initial written notice of deficiency provided pursuant to this Section, or in emergency circumstances the date at which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the Developer for more than thirty (30) days on the delinquent tax rolls of the City relative to and any condominium units within the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds thereby.

B. The City may initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Development Documents. A breach of this Agreement by Developer shall constitute a nuisance *per se* which shall be abated. The Developer and the City therefore agree that, in the event of a failure to comply with or timely and properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City shall, in addition any other relief to which it may be entitled at law or in equity, be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. In the event the City obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney and witness fees incurred by the City in connection with such suit.

C. The City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

## **19. REIMBURSABLE COSTS**

Developer shall reimburse the City for the following costs:

A. All legal, planning, engineering and other consultant fees, incurred in connection with the preparation of this Agreement and any other agreements, including the Master Deed and Bylaws, required for the Development.

B. All legal, planning, engineering and other consultant fees incurred in connection with the review and approval of the application for rezoning and Planned Development site plan approval.

C. All legal, planning, engineering, and other consultant fees, along with applicable permit fees, which may be incurred throughout the construction of the Development as a result of any development inspections or actions taken to ensure compliance with the Development Documents.

D. All costs associated with the submission to the City and consideration of all plans and documents associated with the Development, including, but not limited to, site plans, landscaping plans, wetlands, building plans, engineering plans, as-built plans, permits, inspections.

## **20. ACCESS TO PROPERTY**

In all instances in which the City, pursuant to this Agreement, utilizes the proceeds of a Financial Assurance, guarantee or deposit provided to secure completion or maintenance of Common Improvements, and at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and or completing the respective Common Improvements, and for the purposes of inspecting for compliance with and enforcement of the Final (Stage II) Planned Development Site Plan and this Agreement.

## **21. VARIANCES/WAIVERS**

Except as otherwise approved in relation to this Agreement, subject to Section 22, requests for dimensional variances or waivers as to Units and dwellings shall be submitted to the Planning Commission for review and decision.

## **22. CHANGES AND ALTERATIONS TO DEVELOPMENT DOCUMENTS**

A. Written requests from the Developer for minor changes or alterations to the Development Documents, including without limitation, the approved Final (Stage II) Planned Development Site Plan, may be approved administratively without the necessity of planning commission or city council action if the City Manager, or his or her designee, certifies in writing that the proposed revision constitutes a minor change or alteration and does not alter the basic design or any specific conditions of the approved Final (Stage II) Planned Development Site Plan and Development Documents.

B. Requests for major changes or alterations to the Development Documents that would alter the intent of or be inconsistent with the Development Documents or that might result in a major or material change to the Development Documents shall be subject to review and approval by the Planning Commission under Section 102-388(2) and 102-389 of the City's Zoning Ordinance and shall not be approved administratively. The City Manager shall determine, in his or her sole discretion, whether a requested change or alteration is minor or major.

C. Minor changes to the Final (Stage II) Planned Development Site Plan may be approved without necessity of Planning Commission or City Council action thereon if the building inspector certifies in writing that the proposed revision constitutes a minor alteration and does not alter the basic design nor any specific conditions of the plan as agreed upon by Planning Commission and City Council. The building inspector shall record all such changes on the Final (Stage II) Planned Development Site Plan and shall advise Planning Commission and City Council of all said minor revisions within 15 days of said administrative approval Minor changes. The following are illustrative examples of minor changes or alterations, in addition to the matters set forth in Section 102-389 of the Zoning Code:

- i. Correcting non-material errors;
- ii. Changes in exterior residential dwelling colors;
- iii. Slight changes to berms or landscaping, including plant species and materials;

iv. Changes requested by the city, county, or state for safety reasons.

D. Major changes or alterations are more significant in nature than minor changes and include, but are not limited to, changes in use, changes to the development layout, road layout, site access or circulation, density, setbacks, open space configuration, minimum unit size and dimensions, residential dwelling height, dimensions, or square footage.

## **23. OWNERSHIP AND/OR CONTROL OF PROPERTY**

Developer owns and has represented to the City that it owns the Property and is fully authorized and empowered to develop the Property in accordance with and pursuant to the Final (Stage II) Planned Development Site Plan, this Agreement, and all other document, agreements, dedications and recordings, and that Developer has sufficient interest in, or control over, the Property to enter into this Agreement and bind the Property covered herein and any future owner(s) or others holding an interest in the Property.

## **24. MISCELLANEOUS PROVISIONS**

A. Agreement Jointly Drafted. The Developer and City have negotiated the terms of this Agreement and the Development Documents, and such documentation represents the product of the joint efforts and mutual agreements of the parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Development Documents, and Developer shall not be permitted in the future to claim that the effect of this Agreement and the Development Documents results in an unreasonable limitation upon uses of the Property or any portion thereof, or claim that enforcement of the Development Documents causes an inverse condemnation, other condemnation or taking of the Property or any portion thereof. Furthermore, it is agreed that the improvements and undertakings described in the Development Documents are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve the legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the Development of the Property, and all such improvements without exception are clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare. The parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Planned Development and to the community, which benefit would otherwise be unlikely to be achieved without the Planned Development and are an important component of the Planned Development upon which the City relied in its consideration and approval of the Fieldstone Planned Development. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

B. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions

of the Development Documents or this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine whether the regulations of the City's Zoning Ordinance, as amended, or other City Ordinances, codes, policies, standards, or other regulations shall be applicable provided it finds that such determination is not inconsistent with the nature and intent of the Development Documents or the terms of this Agreement. In the event of a conflict or inconsistency between two or more provisions of the Development Documents, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply. To the extent this Agreement and other Development Documents are silent on an issue regulated by the City's Code of Ordinances or regulations, then the City's Code of Ordinances or regulations shall govern and control.

C. Running with the Land. This Agreement shall run with the Property, and shall be binding upon and inure to the benefit of the Developer and City and all of their respective heirs, successors, assigns, and transferees. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, assigns and transferees shall take their interest subject to the terms of this Agreement, and all references to "Developer" in this Agreement shall also include all heirs, successors, and assigns of the Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

D. Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in courts located in Michigan. The parties understand and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable laws.

E. Authority. This Agreement has been duly authorized by all necessary action of Developer and the City. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property and their respective entities to its terms and conditions.

F. Additional Council Conditions. Developer acknowledges that subsequent to the recommendation of approval of the Agreement by the South Lyon Planning Commission that the South Lyon City Council may require additional conditions that will be incorporated into said Agreement before it is presented to Developer for signature and if accepted by the Developer, such conditions shall be enforceable against Developer.

G. Amendment. This Agreement may not be amended, modified, replaced, or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to the Association. Until the rights and responsibilities under this Agreement are transferred to the Association, Developer and the City shall be entitled to amend, modify, replace, or terminate this Agreement, without requiring the consent of any person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others. Following the date, the rights and obligations under this Agreement are transferred or otherwise conveyed to the Association, only the Association and the City shall be entitled to amend, modify, replace, or terminate this Agreement.

H. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the enforceability or validity of the remaining provisions which shall remain in full

force and effect and this Agreement shall be constructed and construed in all respects as if any invalid or unenforceable provision were omitted.

I. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

J. Non-waiver. No failure or delay on the part of any party in exercising any right, power, or privileged under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

K. Incorporation of Documents. The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to it and referred to herein shall for all purposes be deemed to be incorporated in and made a part of this Agreement.

L. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Agreement shall run with the Property.

M. Recordation. A copy of this Agreement shall be recorded in the Oakland County Register of Deeds to provide further notice of the obligations contained herein. Developer shall pay the costs associated with recording this Agreement.

N. Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

O. Violations. Violations of the provisions of this Agreement shall be deemed to be violations of the Township Zoning Ordinance and shall entitle the City to all the rights and remedies provided by the Zoning Ordinance or any other applicable law for such violation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

Pulte Homes of Michigan LLC, a Michigan Limited Liability Company	CITY OF SOUTH LYON, A Michigan Municipal Corporation
By: _____ Name: Title:	By: _____ Daniel L. Pelchat, its Mayor
	By: _____ Lisa Deaton, its Clerk

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Daniel L. Pelchat, the Mayor of the City of South Lyon, and Lisa Deaton, the Clerk of the City of South Lyon, on behalf of the City of South Lyon, a Michigan municipal corporation, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by \_\_\_\_\_  
the \_\_\_\_\_ for Pulte Homes of Michigan LLC, on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:

After Recording Return to:  
Lisa Deaton, Clerk  
City of South Lyon  
335 S. Warren Street  
South Lyon, MI 48178

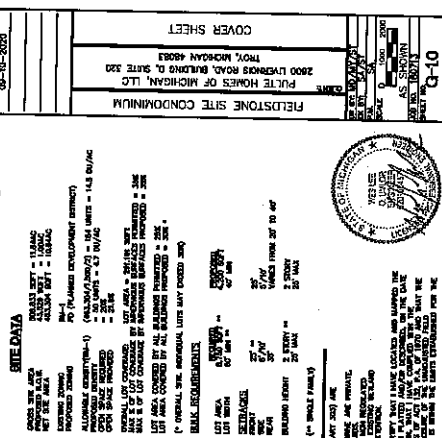
EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Parcel Tax Number: 21-19-126-002



EXHIBIT B  
APPROVED FINAL (STAGE II) PLANNED DEVELOPMENT SITE PLAN  
FIELDSTONE



**NOTE**  
ALL WORK MUST BE DONE IN ACCORDANCE WITH THE  
STATE OF CALIFORNIA AND FEDERAL  
CONSTRUCTION AND SAFETY REGULATIONS.

**DEVELOPER/APPLICANT**  
PLATE FORMERS OF ARIZONA, LLC  
2800 J. MERRILL ROAD, BUILDING 10, SUITE 370  
CHANDLER, AZ 85226  
PHONE: (480) 366-4671  
FAX: (480) 366-4671  
CONTACT: PAUL SCHIACK

**ENGINEER/DESIGNER**  
LANDSCAPE ARCHITECT  
4005 WEST ROAD  
SUITE 100  
PHOENIX, AZ 85018  
PHONE: (602) 772-7626  
FAX: (602) 950-0257  
WWW.LANDSCAPEARCHITECTS.COM

**LANDSCAPE ARCHITECT**  
DESIGN SOLUTIONS, LLC  
10000 N. CENTRAL AVENUE  
CHANDLER, AZ 85226  
PHONE: (480) 332-7028

**NOTES**

1. SEE SITE PLAN
2. EXISTING LOT LINES
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100. EXISTING LOT LINES

**STATE MAP**  
1" = 100'

**LEGAL DESCRIPTION**

Parcel Tax Number: 21-18-125-002

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION  
19, T.7, S.1, N., R.7 E., CITY OF SOUTH LYON, OKLAHOMA COUNTY,  
MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE  
NORTH LINE OF SAID SECTION 19; THENCE N. 89°30'34"  
W. 102.27 FEET ALONG SAID SECTION 19 TO THE POINT OF BEGINNING;  
THENCE S. 67°38'75" W. 164.63 FEET; THENCE S. 00°29'48" W.  
40.53 FEET; THENCE S. 77°55'48" W. 160.32 FEET; THENCE N.  
89°29'55" W. 272.74 FEET; THENCE S. 63°24'20" W. 173.88 FEET  
TO THE NORTHEASTLY CORNER OF THE C & O RAILROAD; THENCE N.  
89°30'34" W. 102.27 FEET ALONG SAID SECTION 19 TO THE NORTH LINE OF THE C &  
O RAILROAD; TO THE NORTH LINE OF SAID SECTION 19; THENCE  
S. 00°29'48" W. 164.63 FEET ALONG SAID NORTH SECTION LINE TO  
THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

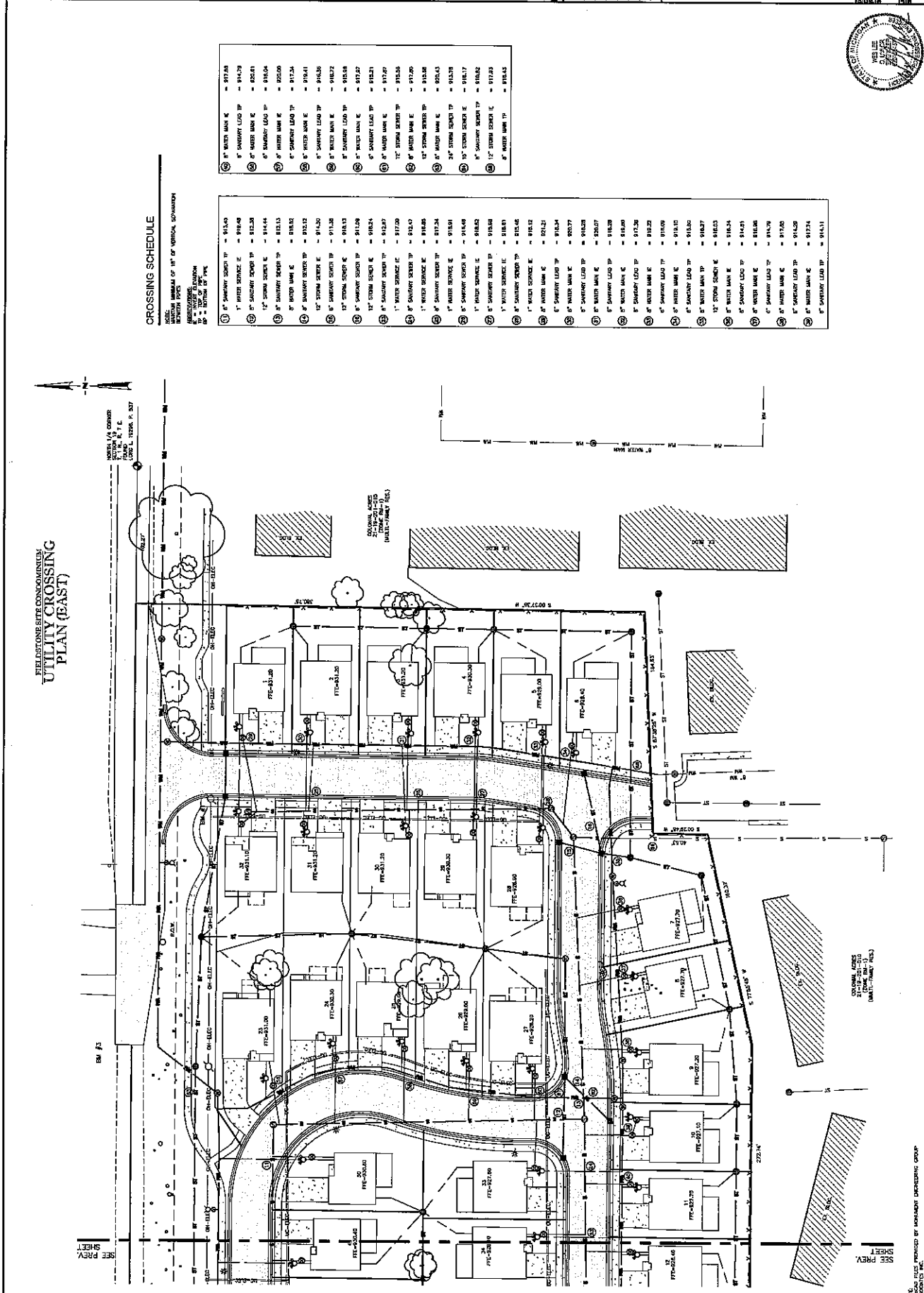
Containing 11.85 Acres (Not Usable - Less R/W)  
Containing 10.85 Ac. (Net Usable - Less R/W)

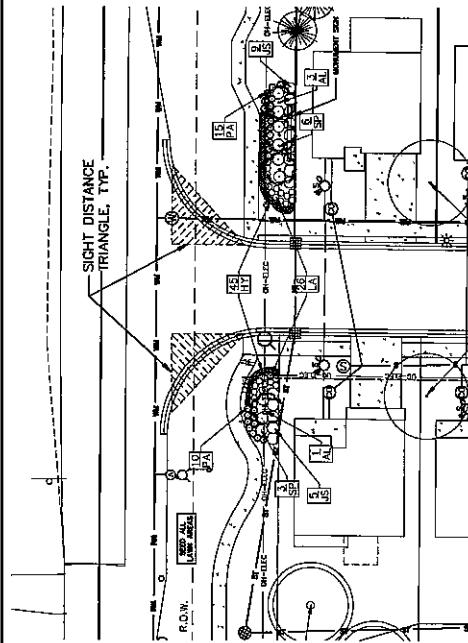
Processed by Universal Document One

**NOTE:**  
AMERICAN RULES F  
ASSOCIATES INC.









## ENTRANCE ENLARGEMENT - SCALE: 1"=20'

**GENERAL PLANTING REQUIREMENTS:**

- [illegible]

**TOPSOIL:**

CONTRACTOR TO TILL OR DISK SUBGRADE TO 6" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL NEW / RESTORED LAWN AREAS - FROM ONSITE STOCKPILE OR PROVIDED TO COMPLETE THE PROJECT.

**MULCH:**

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK  
MULCH.  
NO GROUND WOOD PALLETTE MULCH PERMITTED.

**PLANT KEY.**



**LANDSCAPE DATA:**

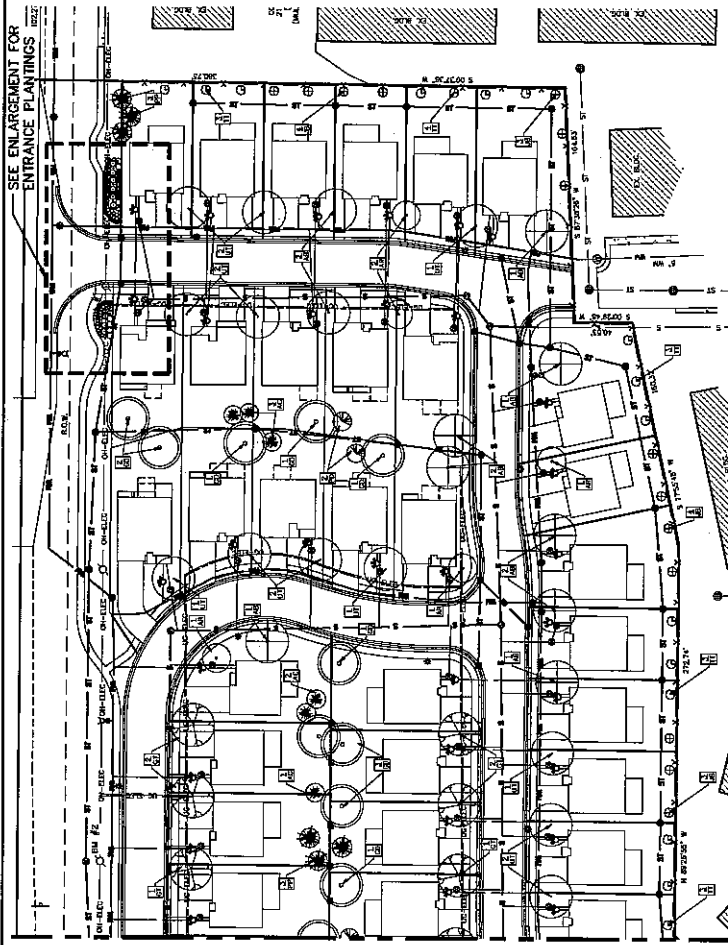
**GENERAL LANDSCAPING**

THICK REQUIRED: 1' PER 100 FT<sup>2</sup>      = 60  
THIN PREPARED                      = 25

**WOODLAND REPLACEMENT TREES**

THICK REQUIRED:                      = 100  
THIN PREPARED                      = 107

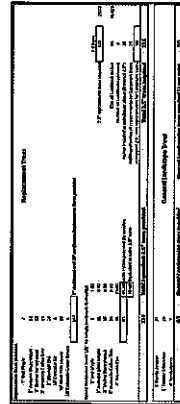
- SOIL SHALL BE TWO YEAR OLD BAROUCHE TRAIL MIX KENTUCKY BLUE GRASS GROWN IN



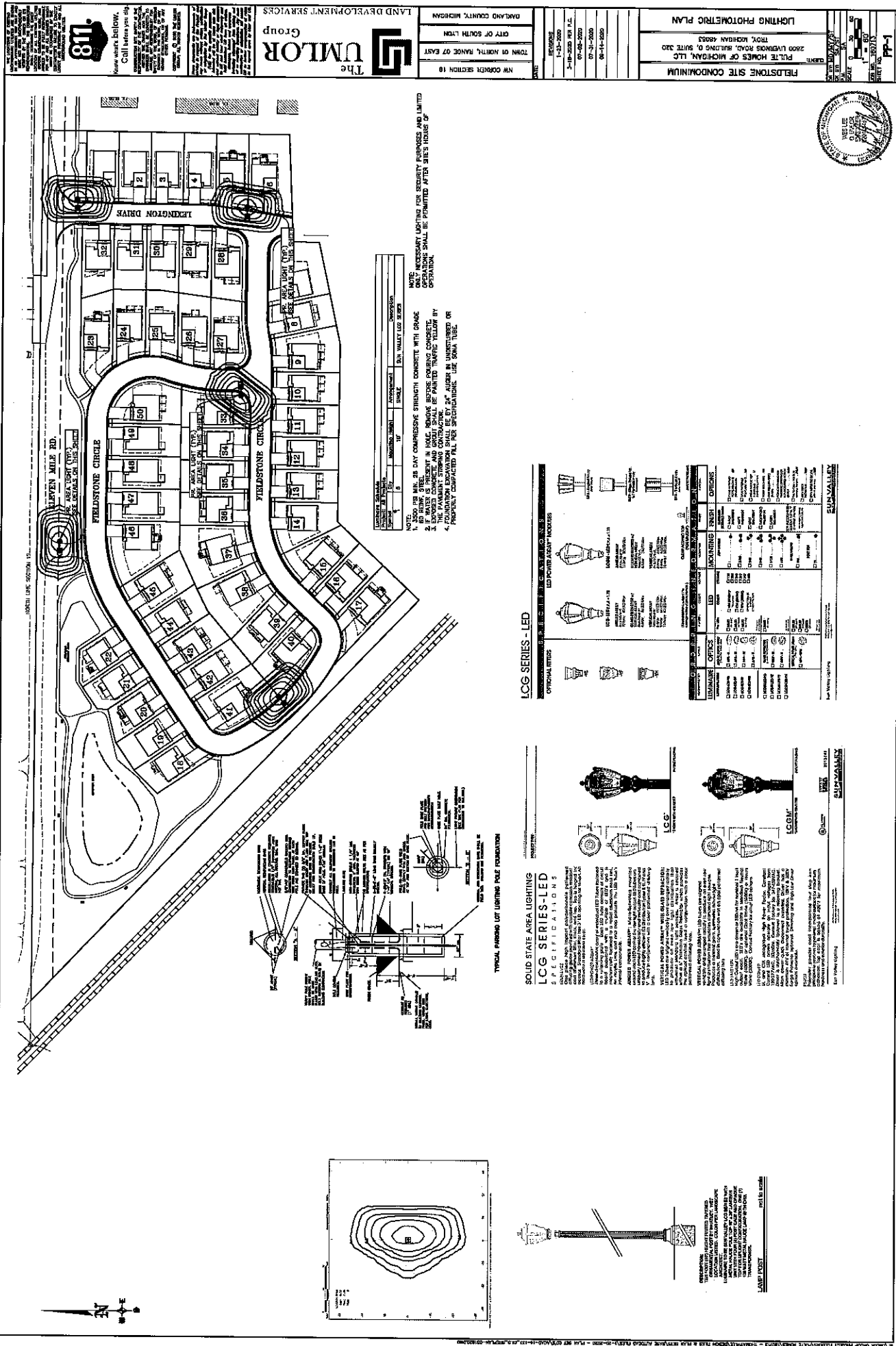
**SITE PLAN (EAST SIDE) - 8CALE 1-40'**

[illegible]

**\* NOTE: CONTRACTOR TO VERIFY ALL PLANT QUANTITIES**







**FIELDSTONE SITE CONDOMINIUM**  
 PLATE HOUSES OF MICHIGAN, LLC  
 2800 LIVINGSTON ROAD, BUILDING D, SUITE 300  
 TROY, MICHIGAN 48063  
 LIGHTING PHOTO-METRIC PLAN

**DATE:** 1-11-2000  
**PROJECT:** 1-11-2000  
**DESIGNER:** 1-11-2000  
**CLIENT:** 1-11-2000

**THE UMLOR GROUP**  
 LAND DEVELOPMENT SERVICES

**NEW CORNER SECTION 10**  
 CITY OF SOUTH LITCH  
 TOWN OF NORTH RANGE OF EAST  
 BAYLOR COUNTY, MICHIGAN

**NOTE:**  
 1. 2000 PER MILE 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRACE  
 2. IF WATER IS PRESENT IN HOLE REMOVE BEFORE POURING CONCRETE  
 3. THE FOUNDATION SHALL BE PAINTED TRAFFIC YELLOW BY  
 THE PAVERMENT STRONG CONTRACTOR.  
 4. FOUNDATION EXPANSION SHALL BE BY 2" AUGER IN UNDISTURBED OR  
 PREVIOUSLY COMPACTED FILL PER SPECIFICATIONS. SEE DATA TABLE.

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	2000 PER MILE 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRACE	1	CU YD	150.00	150.00
2	IF WATER IS PRESENT IN HOLE REMOVE BEFORE POURING CONCRETE	1	HR	100.00	100.00
3	THE FOUNDATION SHALL BE PAINTED TRAFFIC YELLOW BY THE PAVERMENT STRONG CONTRACTOR.	1	HR	100.00	100.00
4	FOUNDATION EXPANSION SHALL BE BY 2" AUGER IN UNDISTURBED OR PREVIOUSLY COMPACTED FILL PER SPECIFICATIONS. SEE DATA TABLE.	1	HR	100.00	100.00

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EXHIBIT C  
APPROVED MINUTES OF \_\_\_\_\_, 2020 CITY COUNCIL MEETINGS

EXHIBIT D  
DWELLING ELEVATION AND FOOTPRINT AND INTERIOR LAYOUT DRAWINGS



**SHEET INDEX-**

[illegible]

Sheet No.	Sheet Description
U1 6-1.20	First Floor Utility Plan / Options / 6' Exterior Walls
U1 6-1.21	First Floor Utility Plan / Options - Optional Lighting Package / 6' Exterior Walls
U1 6-1.30	First Floor Utility Plan / Options / 6' Exterior Walls
U1 6-2.10	Second Floor Utility Plan / Options / 6' Exterior Walls
U1 6-2.11	Second Floor Utility Plan / Optional Lighting Package / 6' Exterior Walls
U1 6-2.20	Second Floor Utility Plan / Options / 6' Exterior Walls
U1 6-2.21	Second Floor Utility Plan / Options - Optional Lighting Package / 6' Exterior Walls
<b>FLOORING DRAWINGS</b>	
FL 4-1.1	First Floor Flooring Plan / 1" 6' Exterior Walls
FL 4-1.2	First Floor Flooring Plan / Options / 6' Exterior Walls
FL 4-1.3	First Floor Flooring Plan / Options / 6' Exterior Walls
FL 4-2.1	Second Floor Flooring Plan / 1" 6' Exterior Walls
FL 4-2.2	Second Floor Flooring Plan / Options / 6' Exterior Walls
FL 4-3.1	First Floor Flooring Plan / Options / 6' Exterior Walls
FL 4-3.2	First Floor Flooring Plan / Options / 6' Exterior Walls
FL 4-3.3	First Floor Flooring Plan / Options / 6' Exterior Walls
FL 4-4.1	Second Floor Flooring Plan / Options / 6' Exterior Walls
FL 4-5.1	Second Floor Flooring Plan / Options / 6' Exterior Walls
<b>TRIM OPTION DETAILS</b>	
TR 4-1.10	First Floor Trim / Trim Option Layouts / 6' Exterior Walls
TR 4-1.11	First Floor Trim Options / Trim Option Layouts / 6' Exterior Walls
TR 4-2.10	Second Floor Trim / Trim Option Layouts / 6' Exterior Walls
TR 4-2.11	First Floor Trim / Trim Option Layouts / 6' Exterior Walls
TR 4-3.11	First Floor Trim Options / Trim Option Layouts / 6' Exterior Walls
TR 4-4.11	Second Floor Trim / Trim Option Layouts / 6' Exterior Walls
TR 4-5.10	Second Floor Trim / Trim Option Layouts / 6' Exterior Walls
<b>STRUCTURAL DRAWINGS</b>	
S-0 Sheets	Structural Notes
S-1 Sheets	Foundation & First Floor Framing Plans
S-2 Sheets	Second Floor Framing Plans
S-3 Sheets	Roof Framing Plans
S-4 Sheets	Framing Details
S-5 Sheets	Plan Options
S-6 Sheets	Plan Options
S-7 Sheets	Deck Framing Plans
<b>STRUCTURAL DETAILS</b>	
S-8 Sheets	Structural Details

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EXPENSE HANDLING  
**LEFT**

PLAN NAME  
**A.SPIRE**

IPC PLAN NUMBER  
**1569 300.00.CPM**

LARGER PLAN IS  
**—**

Heartland ZN	2 Car Front Entry	Front Elevation, Porch Sections and Details
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**Midwest Zone Office**  
1900 E. Golf Road, - Suite 300  
Schaumburg, Illinois 60173



[illegible]

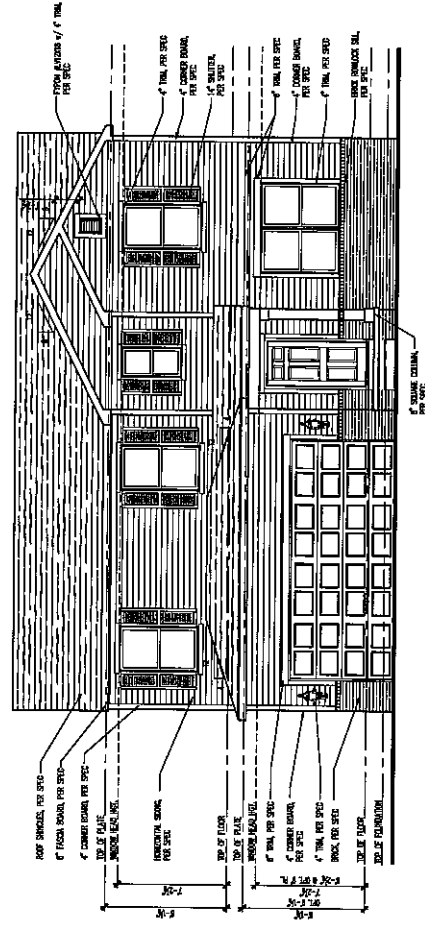
Heartland 20  
2 Car Front Entry  
Front Elevation, Po

## in Sections and Details

## Context

**Midwest Zone Office**  
1900 B. Golf Road, - Suite 300  
Schaumburg, Illinois 60173

**FRONT ELEVATION**  
SCALE 1/4" = 1'-0"



8857	A34FZP	2FB3
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PLAN NO.	ASPIRE
WPC PLAN NUMBER	1569 300.00.CPM
ISSUED PLAN #	

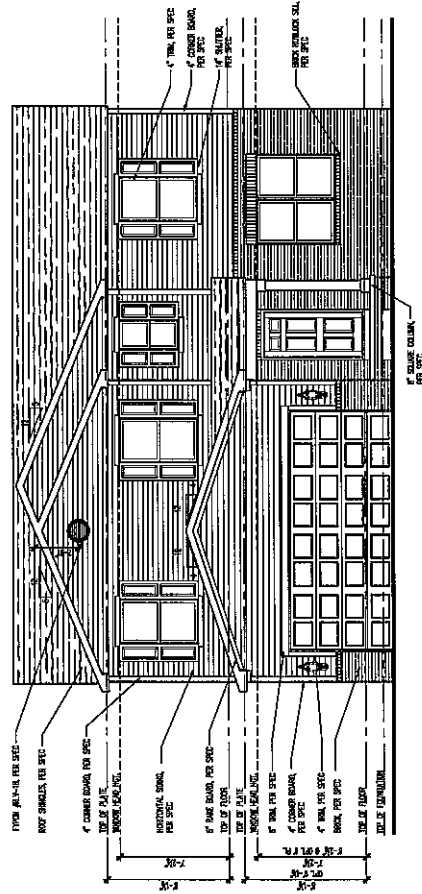
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NOTE: SCALES NOTED IN DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

Heartland 2P  
2 Car Front Entry  
Front Elevation, Porch Sections and Details

**Centex**

**Midwest Zone Office**  
1900 E. Golf Road, - Suite 300  
Schamburg, Illinois 60173



**FRONT ELEVATION**

ASCR2	2FB3
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ASPIRE  
1500 B. GOLF ROAD, SUITE 300  
SCHAUMBURG, ILLINOIS 60173

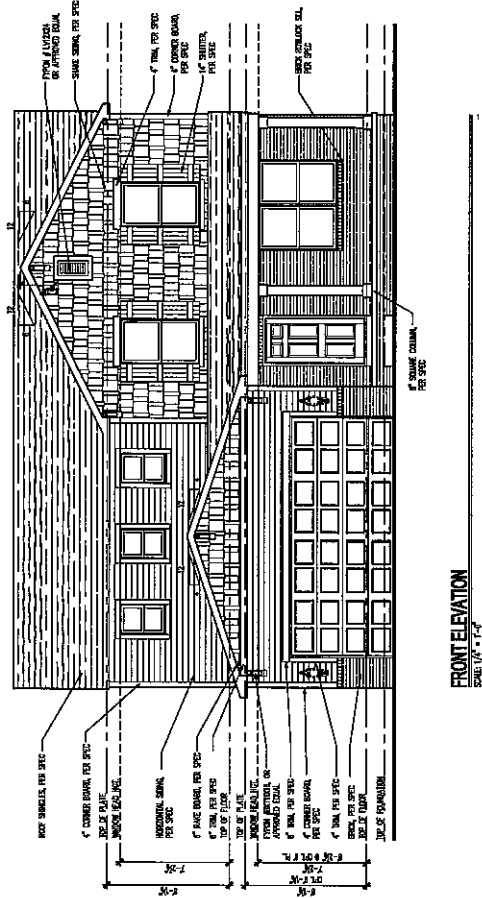
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2 Car Front Entry  
Front Elevation, Porch Sections and Details  
Craftsman II

Midwest Zone Office  
1900 B. Golf Road, Suite 300  
Schaumburg, Illinois 60173

centex

NOTES: DETAILS SHOWN ON DRAWINGS ARE TO MATCH SIZE AND TYPE OF MATERIALS SHOWN ON SPECIFICATIONS. ALL MATERIALS TO BE USED SHALL BE OF THE HIGHEST QUALITY AVAILABLE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES. (c) Copyright 2013 by Centex Homes Corporation - 2013



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"

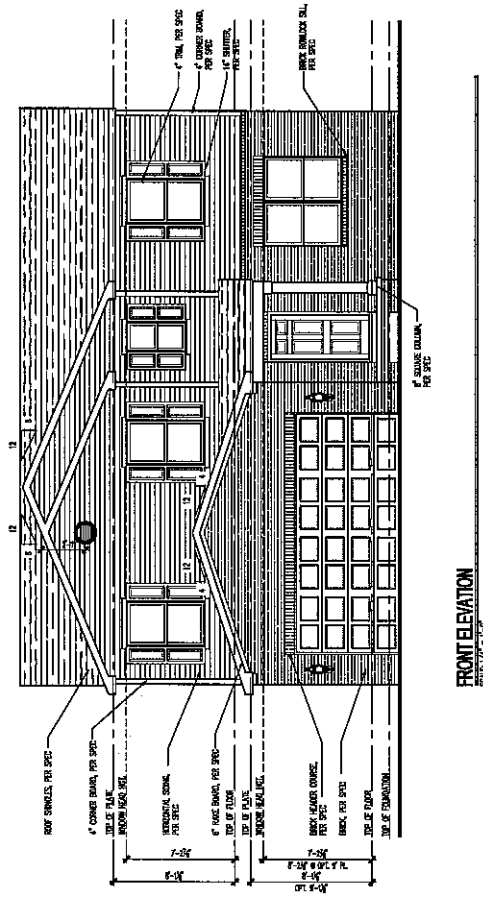




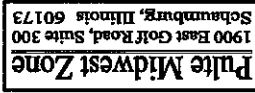


PROJECT TYPE <b>Single Family</b>	SPECIFICATION LEVEL <b>—</b>	PLAN NAME <b>Aspire</b> HWS CHILD NUMBER <b>1569310</b>	SHEET <b>A3-HR2K</b> <b>2FS.3</b>
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**Midwest Zone Office**  
1900 Golf Road - Suite 300  
Schaumburg, Illinois 60173







**MIDWEST ZONE**  
1900 E. GOLF RD. - SUITE 300 - SCHAUMBURG, IL 60173

[illegible]

**Centex**

[illegible]

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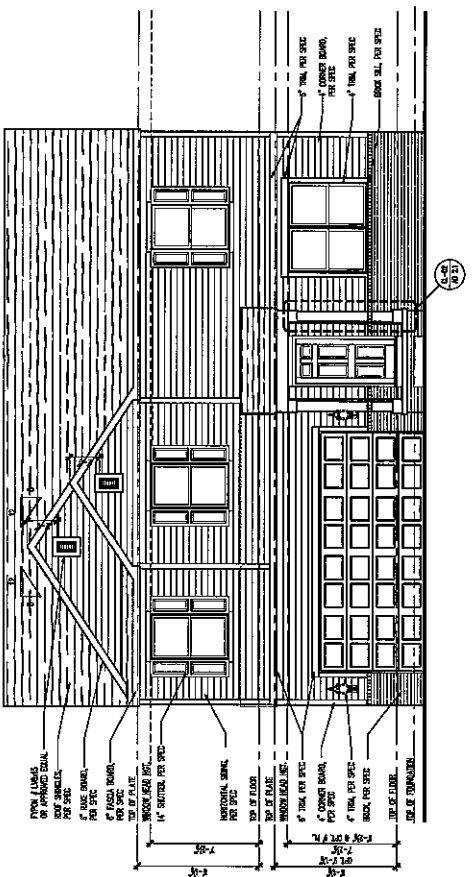
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A3-H2N

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A3-H2N



FRONT ELEVATION  
Scale: 1/4" = 1'-0"

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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2 Car Front Entry  
Front Elevation, Porch Sections and Details

Pulte Midwest Zone  
1900 East Golf Road, Suite 300  
Schaumburg, Illinois 60173

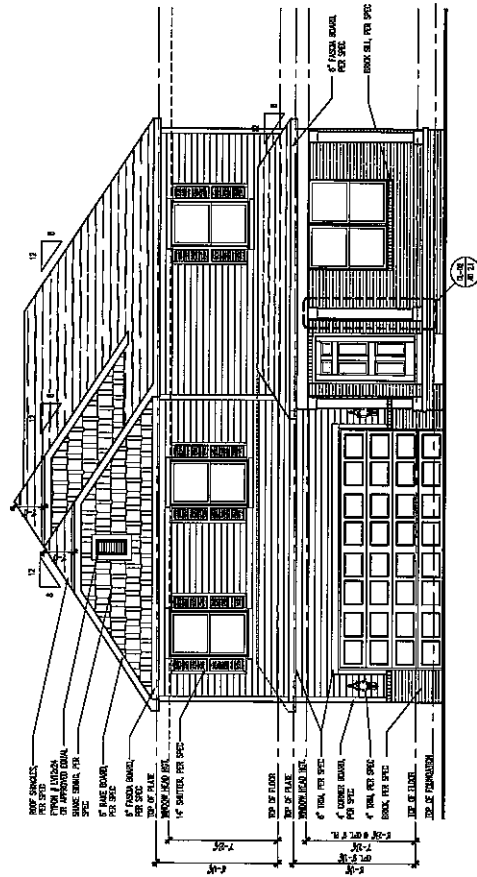
Centex

Heartland 20	2 Car Front Entry	Front Elevation, Porch Sections and Details
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[illegible]

CALLZ INVOICE	PLAN NAME	88821
<b>LEFT</b>	<b>HAMPTON</b>	<b>A3-HR20</b>
	BYG PLAN NUMBER	<b>2FB3</b>
	<b>2024 300.00.CRM</b>	
	LARSON PLAN E	

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLANS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLANS



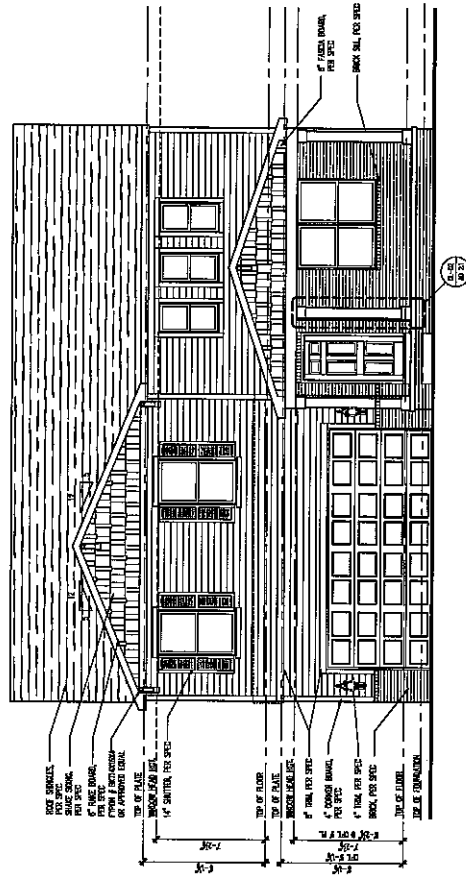
**FRONT ELEVATION**

12/17	11/14/15
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[illegible]

GRADE NAME <b>LEFT</b>	PLAN NAME <b>HAMPTON</b>
	SFC PLAN NUMBER <b>2024-300.00.CPM</b>
	LANDSCAPE PLAN ID <b>100</b>

DATE	A2-CR21	2FB3
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Craftsman 21	2 Car Front Entry	Front Elevation, Porch Sections and Details
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**Centex**

**Pulte Midwest Zone**  
1900 East Golf Road, Suite 300  
Schmumburg, Illinois 60173





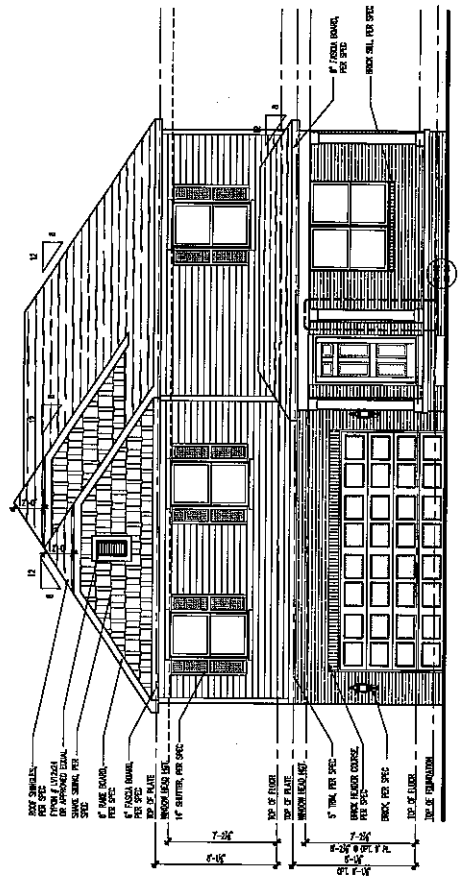
Midwest Zone Office  
1900 Golf Road - Suite 300  
Schaumburg, Illinois 60173



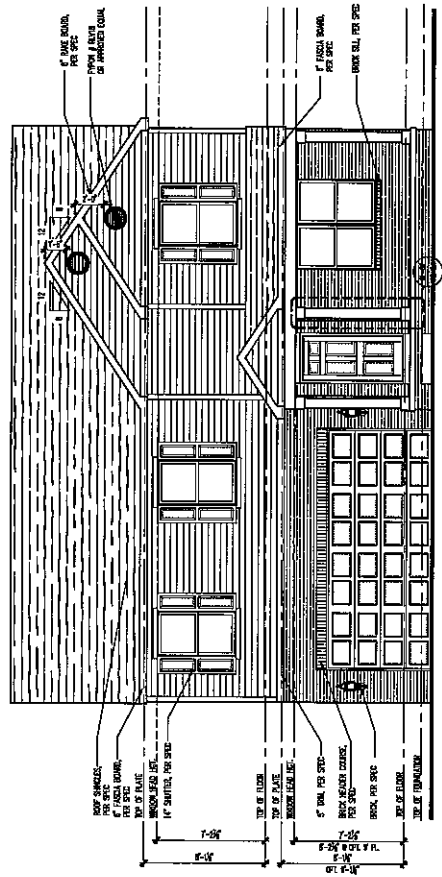
Front Elevation, Porch Sections and Details  
2 Car Front Entry  
Hardland 2K

PROJECT NUMBER	2007-0001
PROJECT NAME	2 Car Front Entry
PROJECT LOCATION	1900 Golf Road - Suite 300
PROJECT DATE	1/2/2007
PROJECT STATUS	1/2/2007
PROJECT TYPE	1/2/2007
PROJECT OWNER	1/2/2007
PROJECT ARCHITECT	1/2/2007
PROJECT ENGINEER	1/2/2007
PROJECT CONTRACTOR	1/2/2007
PROJECT SUBMITTER	1/2/2007
PROJECT REVIEWER	1/2/2007
PROJECT APPROVER	1/2/2007
PROJECT CANCELLED	1/2/2007
PROJECT COMPLETED	1/2/2007

2FS-3  
A3-H20K  
2FS-3



FRONT ELEVATION  
SCALE 1/4" = 1'-0"



**FRONT ELEVATION**  
SCALE 1/4" = 1'-0"

TEAM NAME	Hampton
MEET DIED NUMBER	006720
	202300

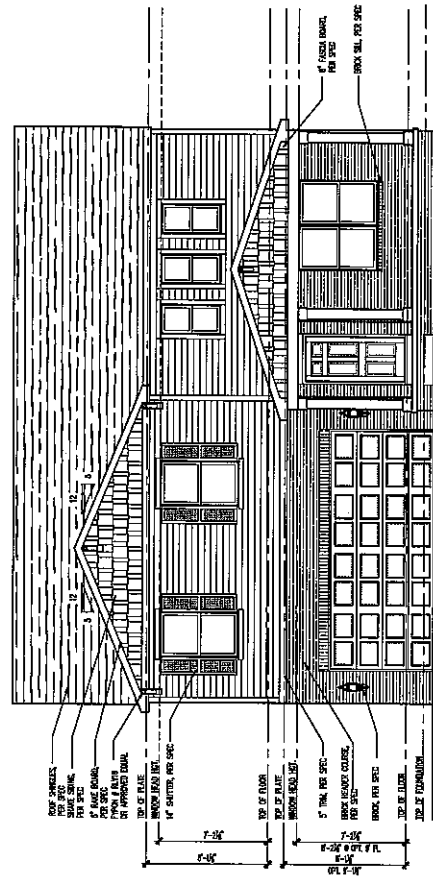
PROJECT TYPE  
**Single Family**

[illegible]

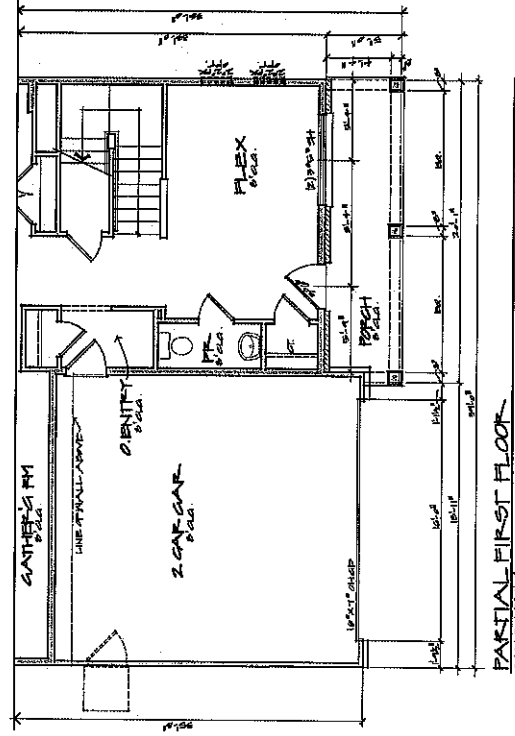
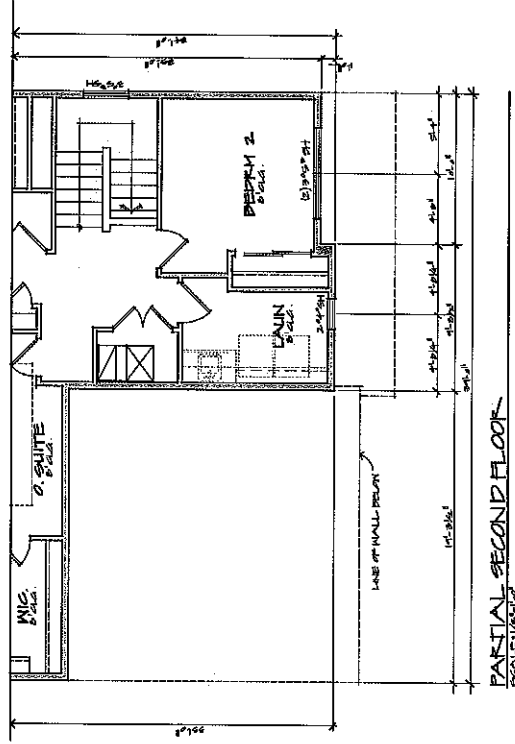
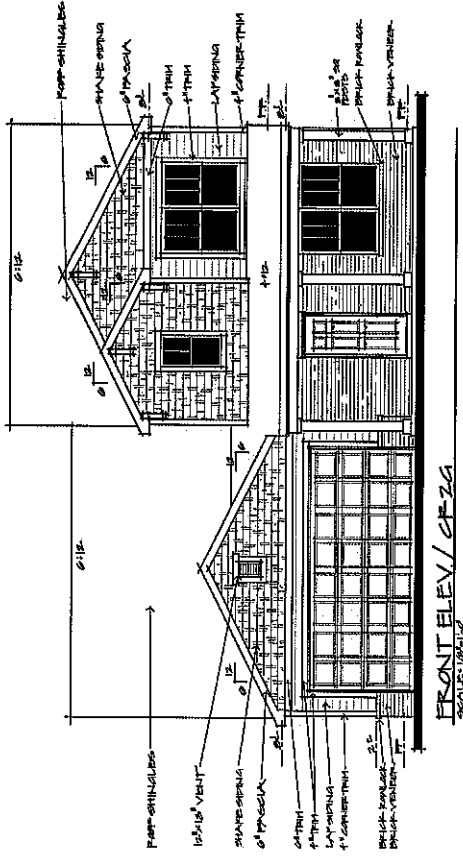
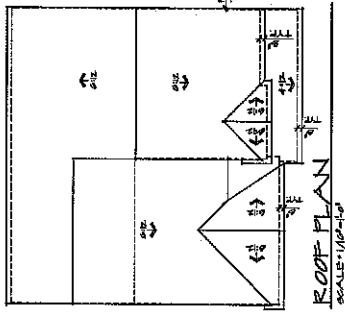
Craftsman 2H  
2 Car Front Entry  
Front Elevation, Porch Sections and Details



**Midwest Zone Office**  
1900 Golf Road - Suite 300  
Schaumburg, Illinois 60173



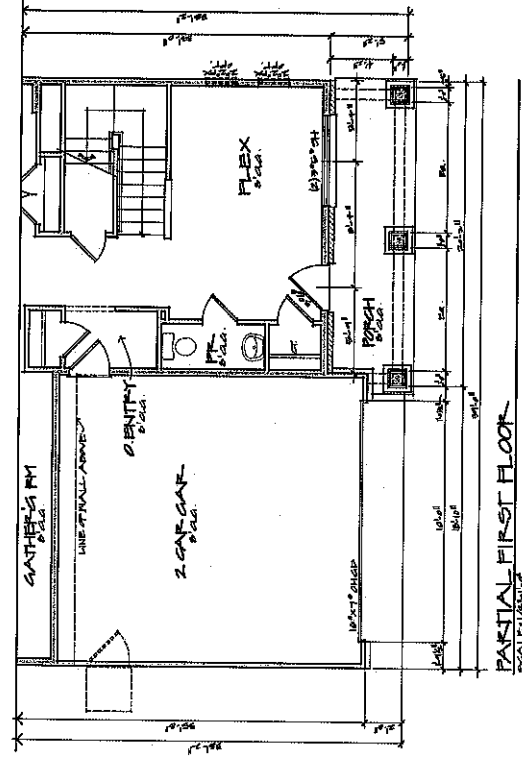
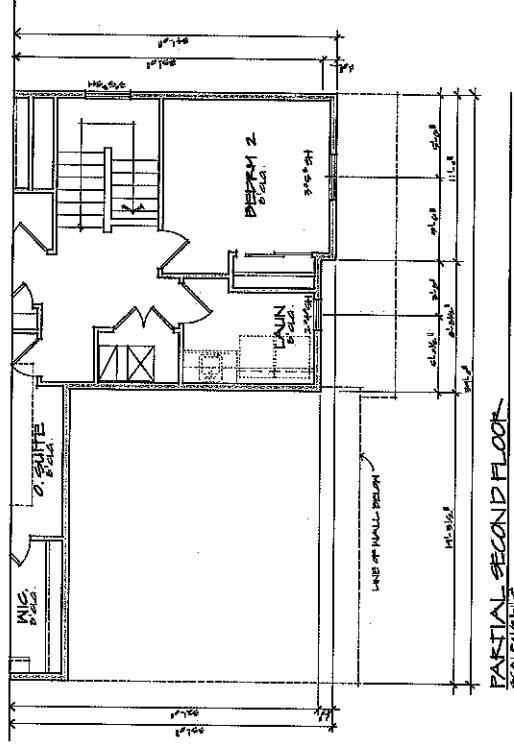
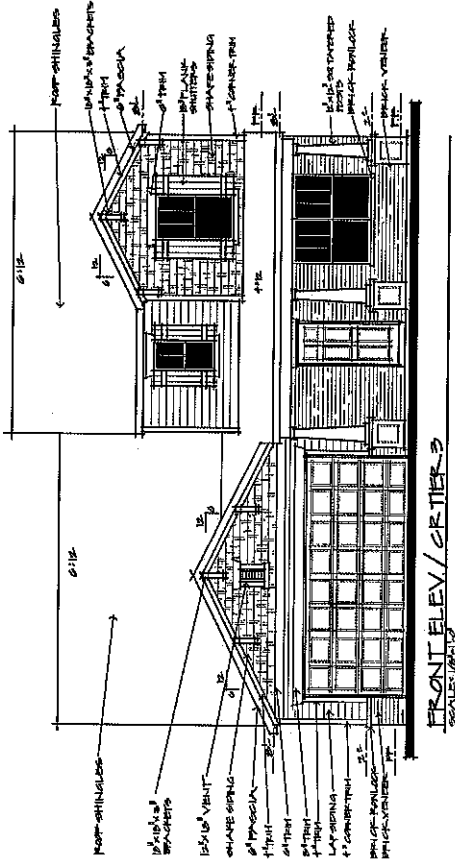
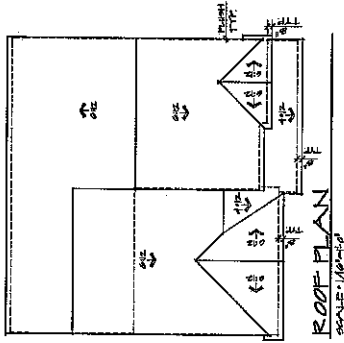
**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



PROJECT: TCG 10 SHALLOW PLANS  
NPC #: 2848.300  
TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
DESIGNER: TS

OAKDALE / Michigan  
N.A.S. FLORIDA TEXAS SEAST. WEST MIDWEST



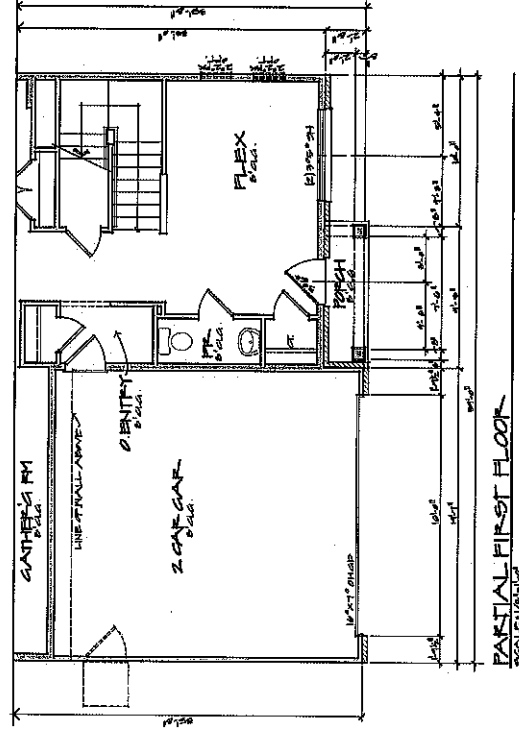
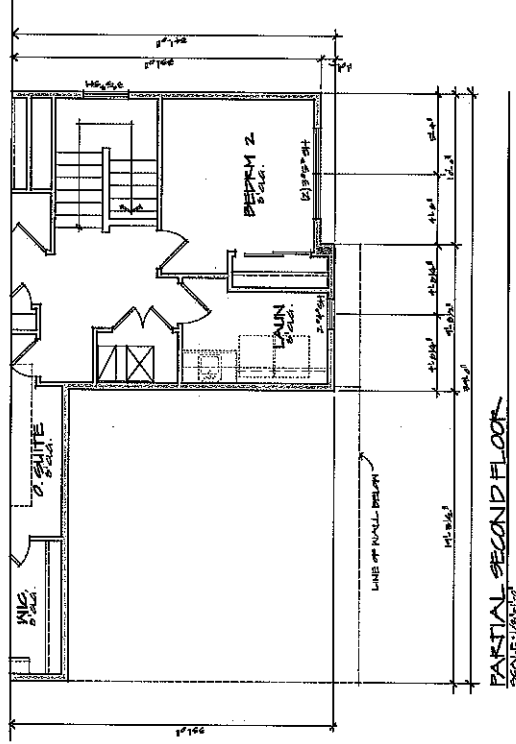
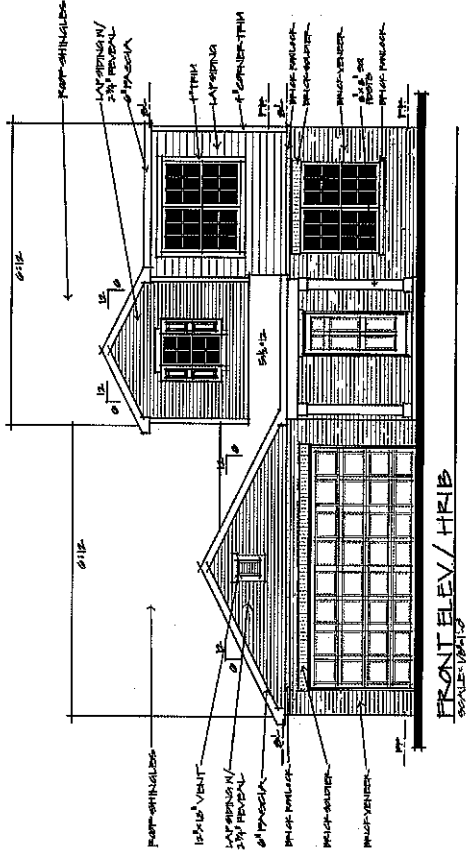
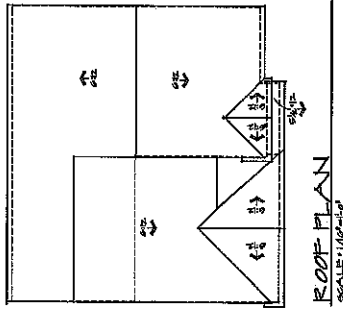
**PulteGroup**  
**DESIGN**

PROJECT: TCG 10 SHALLOW PLANS  
NPC #: 2848.300  
TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
DESIGNER: TS

**OAKDALE / Michigan**

NAS FLORIDA TEXAS SEAST NEAST WEST MIDWEST

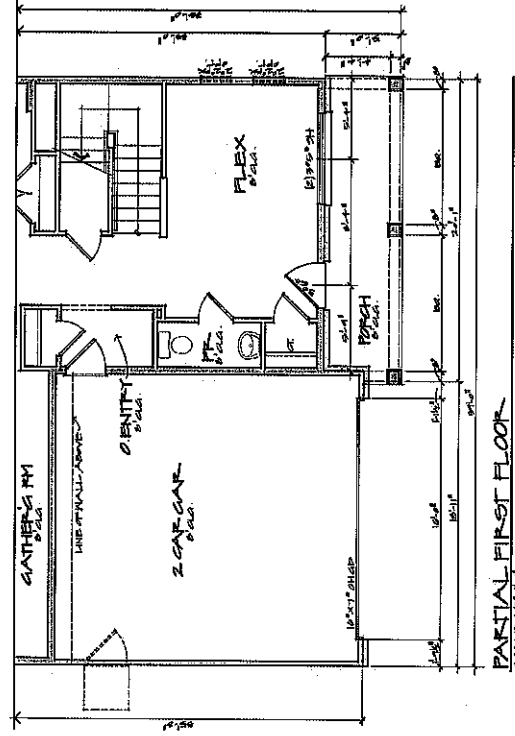
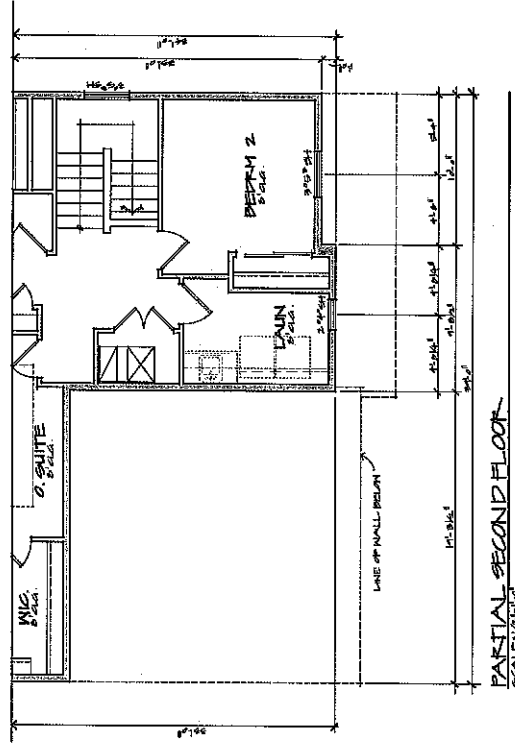
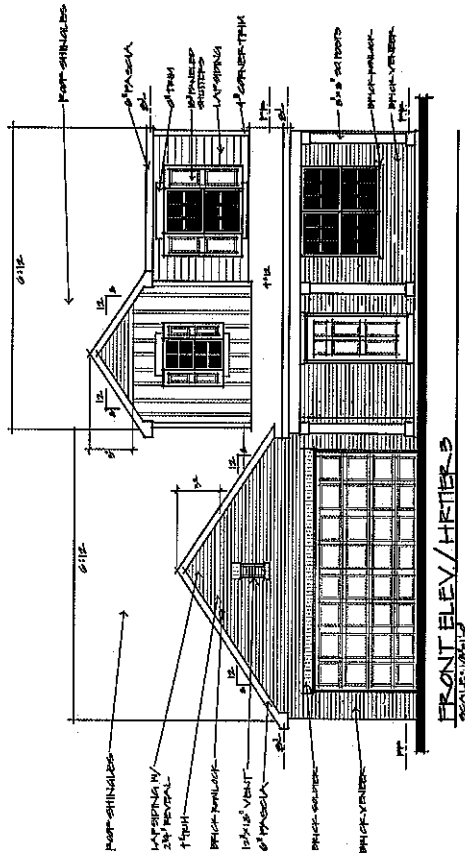
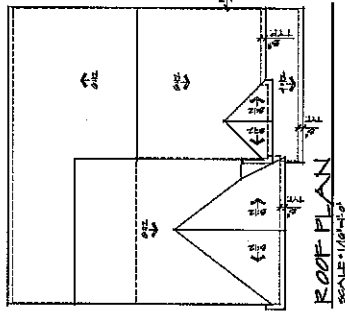


PROJECT: TCG 10 SHALLOW PLANS  
NPC #: 2848.300  
TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
DESIGNER: TS

OAKDALE / Michigan

WAS FLORIDA TEXAS SEAST NEAST WEST MIDWEST

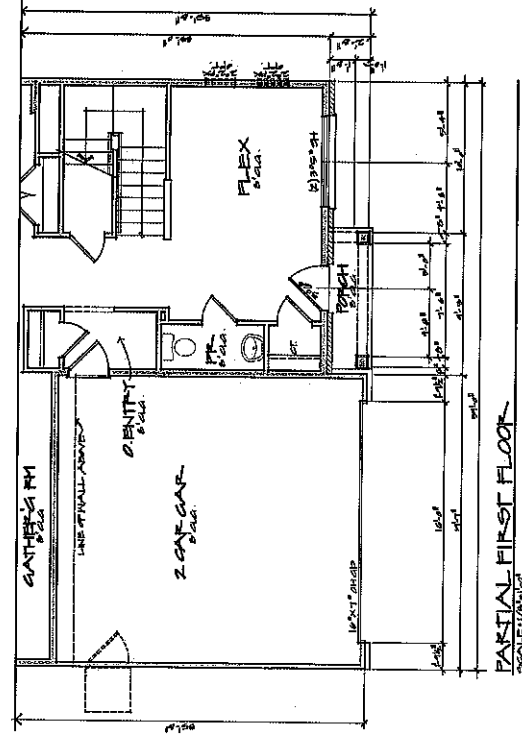


PROJECT: TCG 10 SHALLOW PLANS  
NPC #: 2848.300  
TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
DESIGNER: TS

OAKDALE / Michigan  
US FLORIDA TEXAS SEAS EAST WEST MIDWEST





PARTIAL SECOND FLOOR

PARTIAL FIRST FLOOR

**PROJECT: TCG 10 SHALLOW PLANS**  
**NPC #: 2848.300**  
**TOTAL COND. SQ.FT.: XXXX**

DATE: 4-20-20  
DESIGNER: TS

# OAKDALE / Microstar

243 FLORIDA TEXAS S-EAST

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[illegible]

**THE UNIVERSITY OF CHICAGO**

1. *Chlorophyll a* (Chl *a*)  
 2. *Chlorophyll b* (Chl *b*)  
 3. *Chlorophyll c* (Chl *c*)  
 4. *Chlorophyll d* (Chl *d*)  
 5. *Chlorophyll e* (Chl *e*)  
 6. *Chlorophyll f* (Chl *f*)  
 7. *Chlorophyll g* (Chl *g*)  
 8. *Chlorophyll h* (Chl *h*)  
 9. *Chlorophyll i* (Chl *i*)  
 10. *Chlorophyll j* (Chl *j*)  
 11. *Chlorophyll k* (Chl *k*)  
 12. *Chlorophyll l* (Chl *l*)  
 13. *Chlorophyll m* (Chl *m*)  
 14. *Chlorophyll n* (Chl *n*)  
 15. *Chlorophyll o* (Chl *o*)  
 16. *Chlorophyll p* (Chl *p*)  
 17. *Chlorophyll q* (Chl *q*)  
 18. *Chlorophyll r* (Chl *r*)  
 19. *Chlorophyll s* (Chl *s*)  
 20. *Chlorophyll t* (Chl *t*)  
 21. *Chlorophyll u* (Chl *u*)  
 22. *Chlorophyll v* (Chl *v*)  
 23. *Chlorophyll w* (Chl *w*)  
 24. *Chlorophyll x* (Chl *x*)  
 25. *Chlorophyll y* (Chl *y*)  
 26. *Chlorophyll z* (Chl *z*)  
 27. *Chlorophyll aa* (Chl *aa*)  
 28. *Chlorophyll ab* (Chl *ab*)  
 29. *Chlorophyll ac* (Chl *ac*)  
 30. *Chlorophyll ad* (Chl *ad*)  
 31. *Chlorophyll ae* (Chl *ae*)  
 32. *Chlorophyll af* (Chl *af*)  
 33. *Chlorophyll ag* (Chl *ag*)  
 34. *Chlorophyll ah* (Chl *ah*)  
 35. *Chlorophyll ai* (Chl *ai*)  
 36. *Chlorophyll aj* (Chl *aj*)  
 37. *Chlorophyll ak* (Chl *ak*)  
 38. *Chlorophyll al* (Chl *al*)  
 39. *Chlorophyll am* (Chl *am*)  
 40. *Chlorophyll an* (Chl *an*)  
 41. *Chlorophyll ao* (Chl *ao*)  
 42. *Chlorophyll ap* (Chl *ap*)  
 43. *Chlorophyll aq* (Chl *aq*)  
 44. *Chlorophyll ar* (Chl *ar*)  
 45. *Chlorophyll as* (Chl *as*)  
 46. *Chlorophyll at* (Chl *at*)  
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 48. *Chlorophyll av* (Chl *av*)  
 49. *Chlorophyll aw* (Chl *aw*)  
 50. *Chlorophyll ax* (Chl *ax*)  
 51. *Chlorophyll ay* (Chl *ay*)  
 52. *Chlorophyll az* (Chl *az*)  
 53. *Chlorophyll aza* (Chl *aza*)  
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 55. *Chlorophyll acz* (Chl *acz*)  
 56. *Chlorophyll adz* (Chl *adz*)  
 57. *Chlorophyll aez* (Chl *aez*)  
 58. *Chlorophyll afz* (Chl *afz*)  
 59. *Chlorophyll agz* (Chl *agz*)  
 60. *Chlorophyll ahz* (Chl *ahz*)  
 61. *Chlorophyll aiz* (Chl *aiz*)  
 62. *Chlorophyll ajz* (Chl *ajz*)  
 63. *Chlorophyll akz* (Chl *akz*)  
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 65. *Chlorophyll amz* (Chl *amz*)  
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 81. *Chlorophyll abz* (Chl *abz*)  
 82. *Chlorophyll acz* (Chl *acz*)  
 83. *Chlorophyll adz* (Chl *adz*)  
 84. *Chlorophyll aez* (Chl *aez*)  
 85. *Chlorophyll afz* (Chl *afz*)  
 86. *Chlorophyll agz* (Chl *agz*)  
 87. *Chlorophyll ahz* (Chl *ahz*)  
 88. *Chlorophyll aiz* (Chl *aiz*)  
 89. *Chlorophyll ajz* (Chl *ajz*)  
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 103. *Chlorophyll axz* (Chl *axz*)  
 104. *Chlorophyll ayz* (Chl *ayz*)  
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 109. *Chlorophyll acz* (Chl *acz*)  
 110. *Chlorophyll adz* (Chl *adz*)  
 111. *Chlorophyll aez* (Chl *aez*)  
 112. *Chlorophyll afz* (Chl *afz*)  
 113. *Chlorophyll agz* (Chl *agz*)  
 114. *Chlorophyll ahz* (Chl *ahz*)  
 115. *Chlorophyll aiz* (Chl *aiz*)  
 116. *Chlorophyll ajz* (Chl *ajz*)  
 117. *Chlorophyll akz* (Chl *akz*)  
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 128. *Chlorophyll avz* (Chl *avz*)  
 129. *Chlorophyll awz* (Chl *awz*)  
 130. *Chlorophyll axz* (Chl *axz*)  
 131. *Chlorophyll ayz* (Chl *ayz*)  
 132. *Chlorophyll ayz* (Chl *ayz*)  
 133.

A musical score for the song 'The Rose Tree'. It features a piano introduction and a vocal melody. The piano part is in 3/4 time, with a key signature of one flat (B-flat). The vocal melody is in 4/4 time, with a key signature of one flat. The lyrics are written below the vocal line.

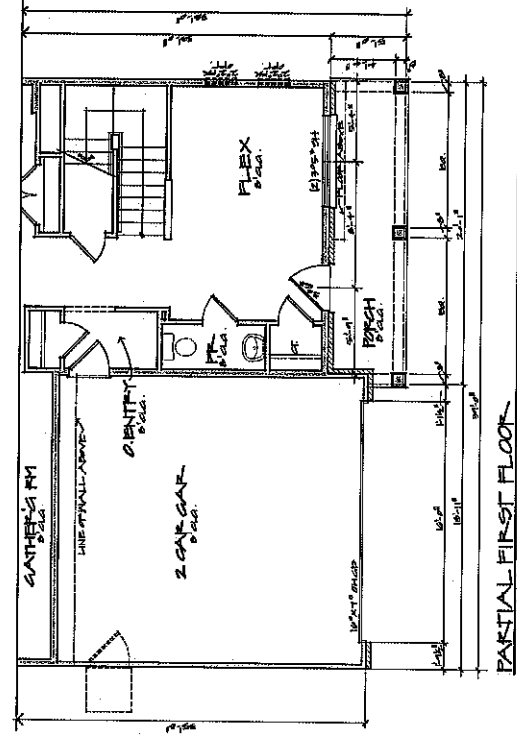
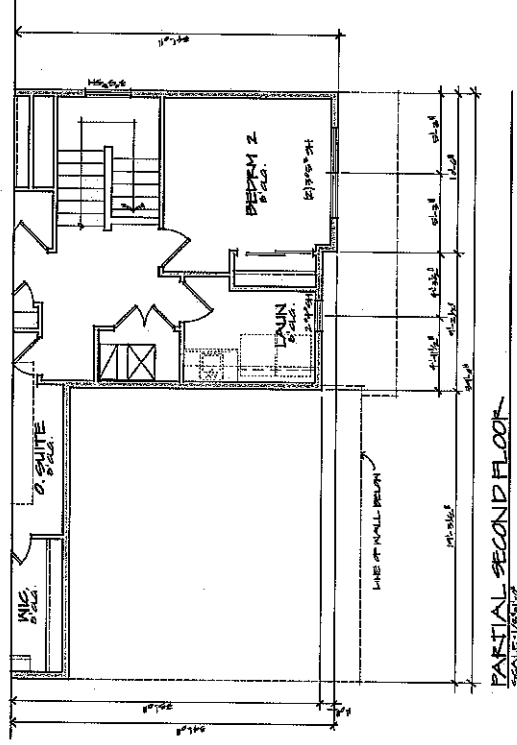
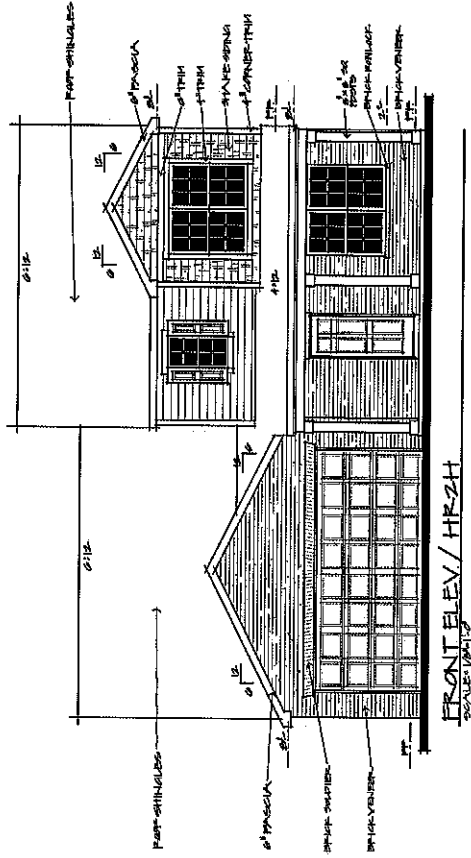
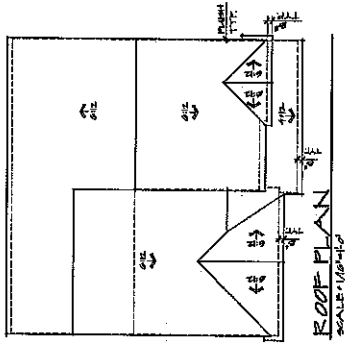
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2011年12月  
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 第12期

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**PulteGroup**  
**DESIGN**

PROJECT: TCG-10 SHALLOW PLANS  
NPC #: 2848.300  
TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
DESIGNER: TS

**OAKDALE / Michigan**

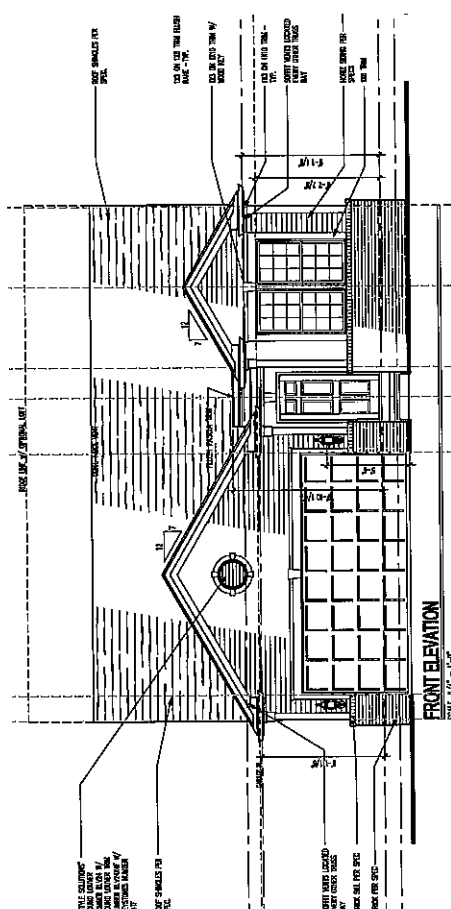
NAS FLORIDA TEXAS S-EAST N-EAST WEST MIDWEST

**UNIT No.**

**TO I**

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SHEET NO.

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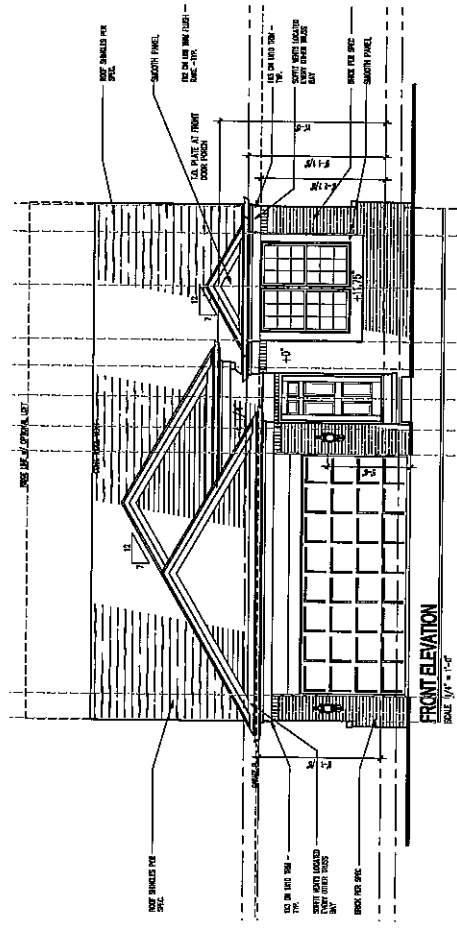
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BY	12/27/2017
CHK	12/27/2017
APP	12/27/2017

Partial Plans and Details  
Front Elevation "2"

Michigan Division  
26622 Woodward Ave. Suite 110  
Royal Oak, Michigan 48067



77-M-349-EU1-7.03

York  
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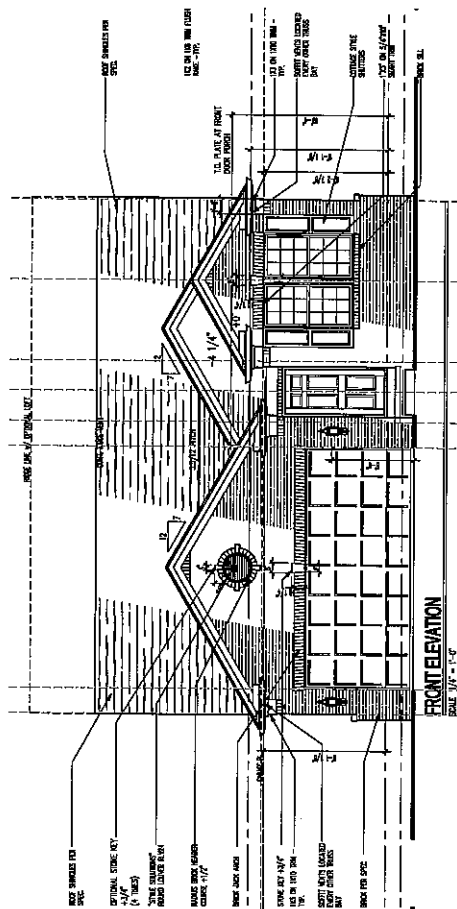
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		Ver. No.	2
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Front Elevation "3"

**Michigan Division**  
26622 Woodward Ave., Suite 110  
Royal Oak, Michigan 48067





Wm 12345

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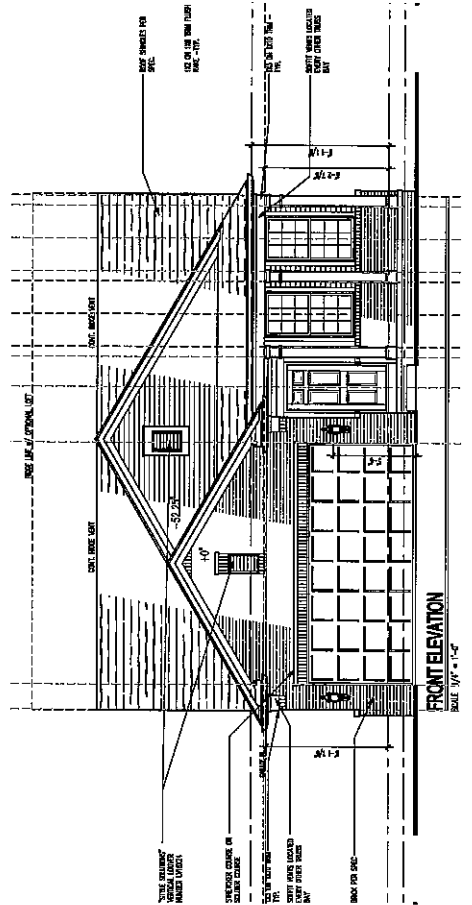
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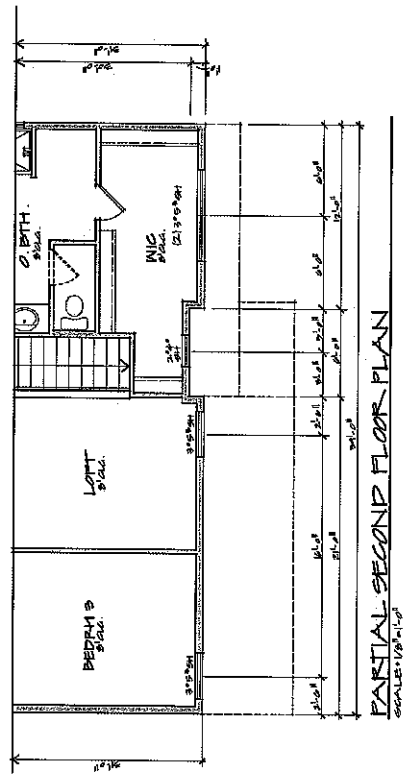
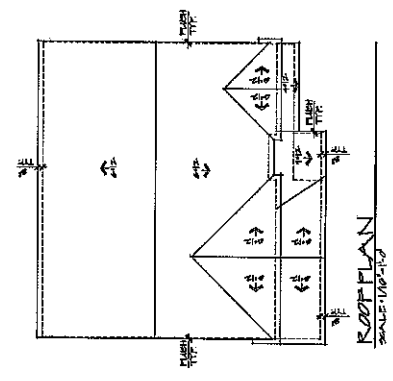
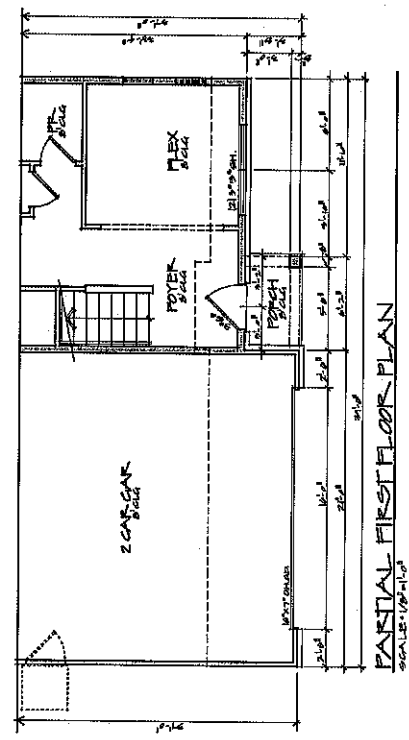
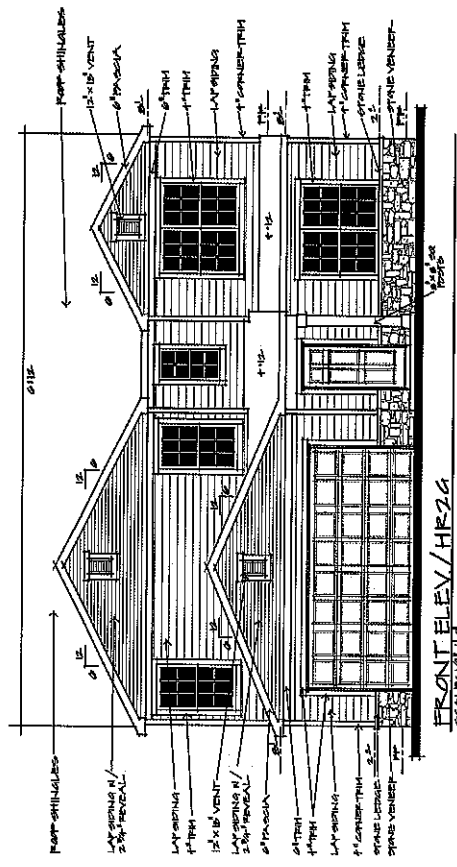
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PROJECT: TCG 10 SHALLOW PLANS  
 NPC #: 2816.300  
 TOTAL COND. SQ.FT.: XXXX

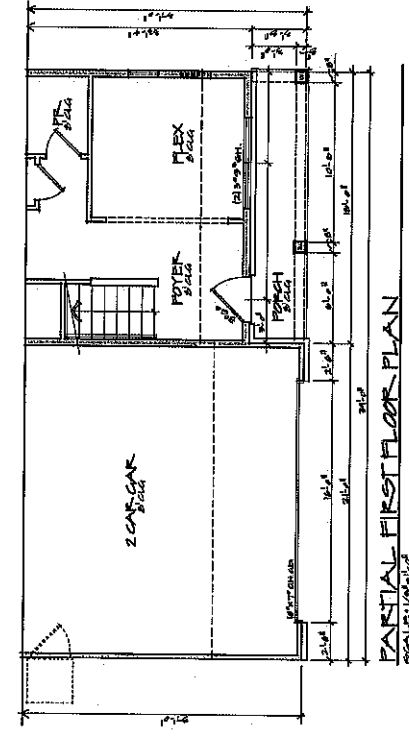
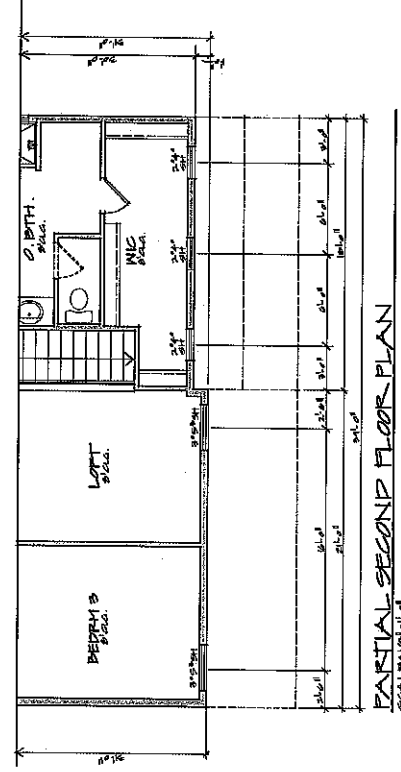
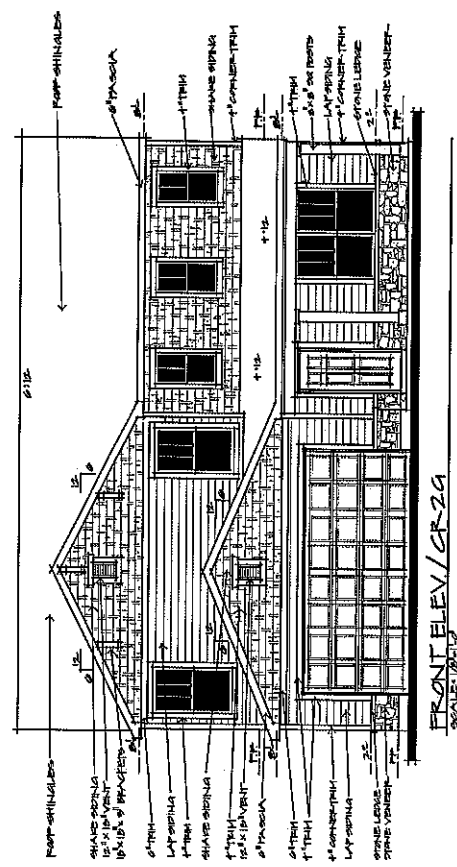
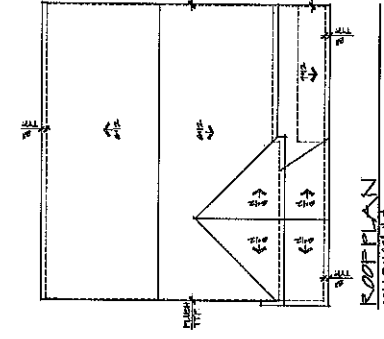
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DATE: 4-20-20  
 DESIGNER: TS

NAS FLORIDA TEXAS SOUTHEAST WEST MIDWEST



**Pulte Group**  
**DESIGN**



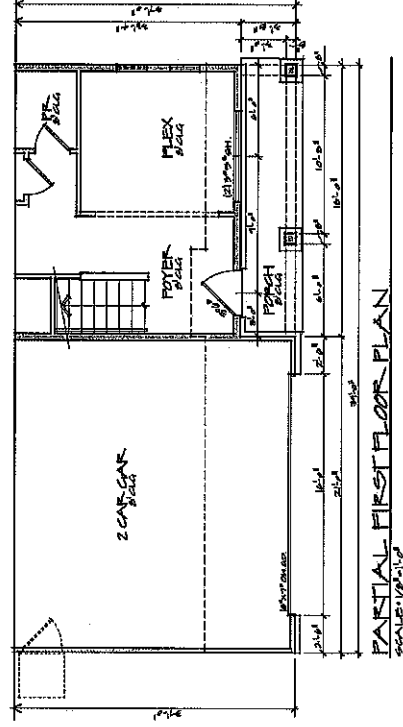
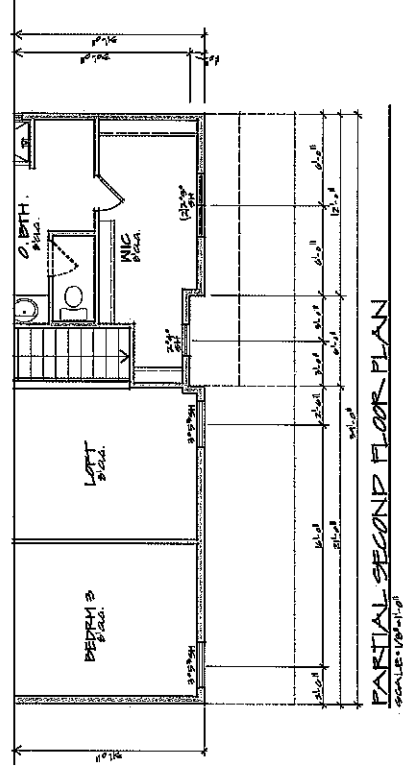
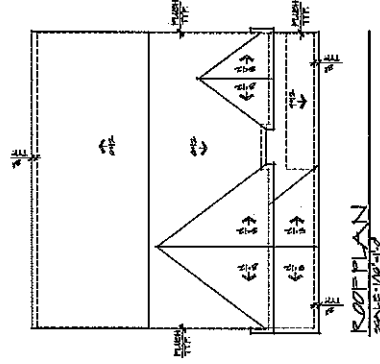
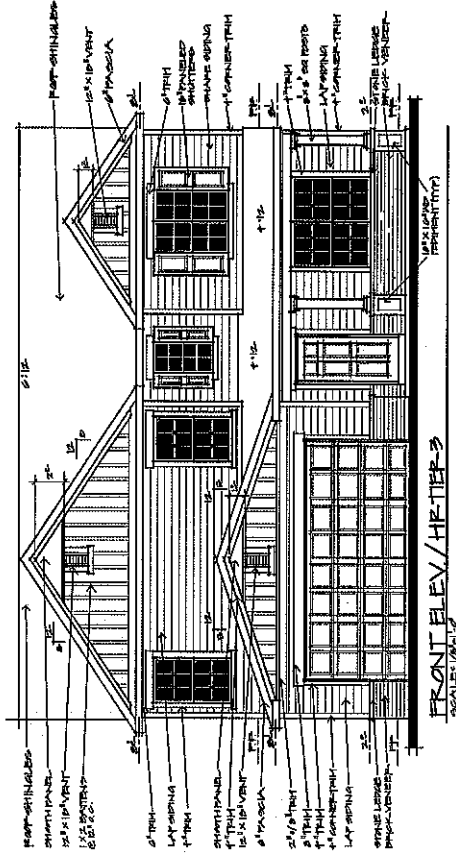
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**DESIGN**

PROJECT: TCG 10 SHALLOW PLANS  
NPC #: 2816.300  
TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
DESIGNER: TS

**CRISFIELD**

NAS FLORIDA TEXAS SEAST NEAST WEST MIDWEST



PROJECT: TCG 10 SHALLOW PLANS  
NPC #: 2816.300  
TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
DESIGNER: TS



PulteGroup

DESIGN

CRISFIELD

NAS

FLORIDA

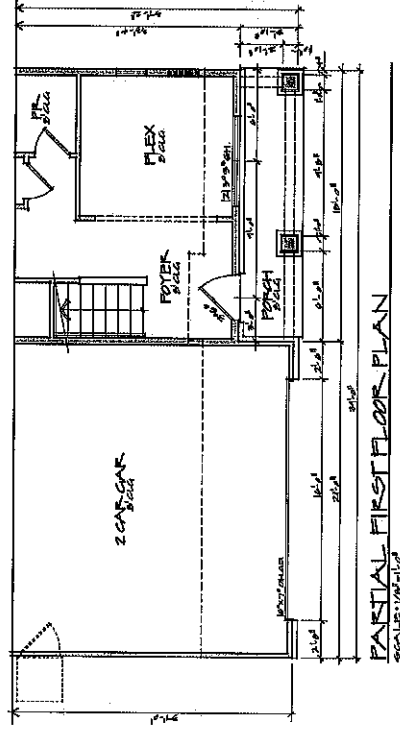
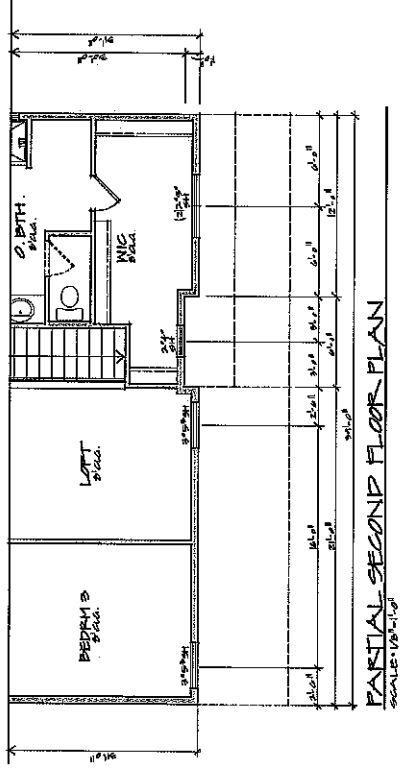
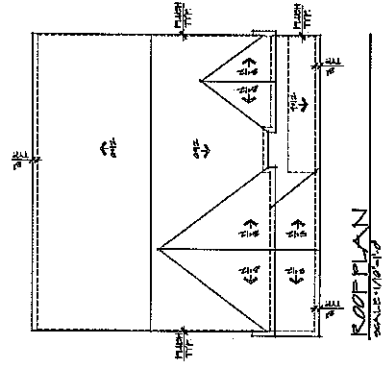
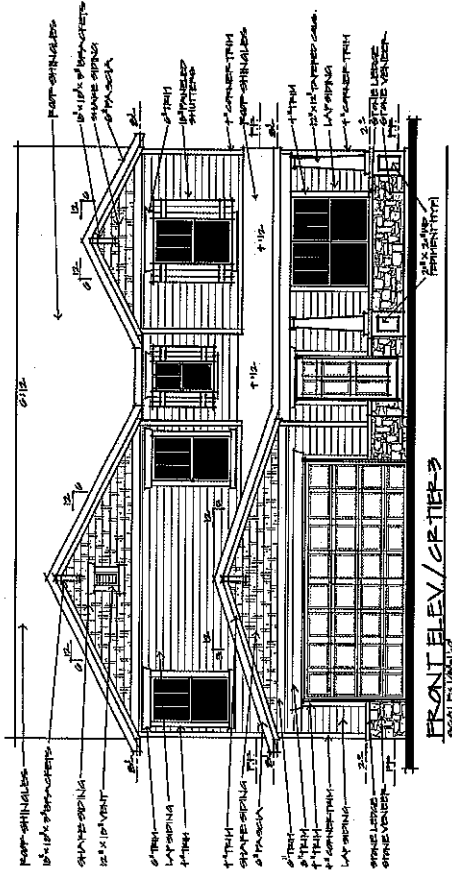
TEXAS

SOUTH

EAST

WEST

MIDWEST



PROJECT: TCG 10 SHALLOW PLANS  
 NPC #: 2816.300  
 TOTAL COND. SQ.FT.: XXXX

DATE: 4-20-20  
 DESIGNER: TS

ORSFIELD

NAS FLORIDA TEXAS S-EAST N-EAST WEST MIDWEST

# AGENDA NOTE

New Business: Item #/

**MEETING DATE:** December 14, 2020

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

**AGENDA TOPIC:** CAT6 cabling from DemNET Technologies

**EXPLANATION OF TOPIC:** The City went out for bids for the installation of CAT6 cable lines to the Public Safety Complex and City Hall. The City received four (4) bids and DemNET Technologies was deemed to be the lowest responsible bidder. (See attached Bid tab and proposal) This project was not budgeted for the FY 20/21 due to recent unforeseen phone equipment failure with the phone switch. The original contract with Comcast was brought before City Council at the August 24, 2020 City Council Meeting. There will be a budget amendment brought forth at a later date after the completion of the project (970 Capital Outlay Police, Fire & City Hall).

This project will be needed to connect all Comcast phones to their respective patch panel which will then communicate with each building's fiber optic lines.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** DemNET Proposal, Terms and Conditions & Bid Tab Sheet.

**POSSIBLE COURSES OF ACTION:** To approve or not approve the hiring of DemNet Technologies for the installation of CAT6 cable lines at the Public Safety Complex and City Hall in the amount of \$6,788.79.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the hiring of DemNet Technologies for the installation of CAT6 cable lines at the Public Safety Complex and City Hall in the amount of \$6,788.79.

12/14/2020

Thank you for allowing us to review the requirements of your project. Based upon our site visit and experience with similar work, we have engineered a solution for the work requested, and we are pleased to submit the following proposal for materials and professional services.

*[rev A, 08 December 2020, valid for 30 days]*

**Install 38 New Category 6 Lines across 4 Buildings****\$6,788.79**

DemNET Technologies shall furnish and install new Category 6 (Cat 6) Data Cable to support the installation of a new Voice-Over-IP (VOIP) Telephone System provided by others. This cable will be installed in dedicated home-runs (also known as a "Star Topology"), where each endpoint (telephone location) shall be supported by a dedicated cable routed back to a central rack or head-end area. Specifically, this proposal is scoped to provided dedicated cabling (by building) as follows:

**South Lyon Police Department (219 Whipple St) (8 cable runs)**

Cabling shall originate in the existing telephone/equipment closet located in the main building hallway. Cabling shall be routed up into the common, non-plenum attic space, and terminate at each of the following locations:

1. Lt. Baaki's Office (single endpoint, ideally located along South wall)
2. Sergeants' Office (single endpoint, ideally located along North wall)
3. Administrative/Front Office (three endpoints: one ideally located on the west wall near the existing printer, one ideally located along the north wall behind the existing printer, and one ideally located along the east wall near the window.)
4. Booking (single endpoint, ideally located on the North wall for a future surface-mounted telephone)
5. Squad Room (two endpoints: ideally co-located on the North wall)

**South Lyon Fire Department (217 Whipple St) (9 cable runs)**

Cabling shall originate in the existing equipment rack located in the supply room off of the main apparatus bay. Cabling shall be routed up into the storage platform area, then into the non-plenum void space above the existing ceiling grid, and terminate at each of the following locations:

1. Outside the Radio Room (single endpoint, ideally located across from the radio room, near the apparatus bay for a future surface-mounted telephone)
2. Radio Room (single endpoint, ideally located under the watch desk with existing infrastructure)
3. Day Room (single endpoint, ideally located along the front wall, below the existing television)
4. Captain's/Deputy Chief's Office (two endpoints, one endpoint ideally located near each existing desk)
5. Corner/Officers' Office (two endpoints, one endpoint ideally located near the existing corner desks opposite each other)
6. Chief's Office (one endpoint, ideally located near the existing desk)

**Police & Fire Annex/Admin Building/Former City Hall (214 W Lake St) (2 Cable Runs)**

Cabling shall originate in the existing telephone/equipment closet located near the north entrance, near the back of the Training Room. Cabling shall be routed up into the common, non-plenum attic space, and terminate at each of the following locations:

1. Detective Bureau Office (single endpoint, ideally located on the North wall)
2. Chief Sovik's Office (single endpoint, ideally located on the back wall)

### City Hall (335 S Warren) (19 Cable Runs)

Cabling shall originate in or near the existing equipment rack located in the IT/equipment room. Cabling shall be routed both down into the lower level, *and* up into the void space above the existing ceiling grid, and terminate at each of the following locations:

1. Patricia's Office (one endpoint)
2. Mail Room (3 endpoints, one for a telephone, one for the fax machine, and one for the mail metering/postage machine.
3. Open Desk on the east side (one endpoint, routed via existing floor conduit)
4. Mayor Pelchat's Office (one endpoint)
5. Conference Room (one endpoint, ideally located along the rear wall by the windows)
6. City Manager's Office (one endpoint)
7. Nathan's Office (one endpoint)
8. Lisa's Office (one endpoint)
9. Corner/Kelly's Office (one endpoint)
10. Phyllis/Water Department Office (one endpoint)
11. Michael's Office (one endpoint)
12. Records Office (one endpoint, ideally located on the wall opposite the door)
13. Open desks on west side (4 endpoints, routed via existing floor conduits)
14. Fax/Copier/Scanner on west side (1 endpoint, ideally near/behind device)

Cabling shall meet the Category 6 (Cat 6) standard. Cabling routed through non-plenum spaces shall be Communications Multipurpose Riser (CMR) grade, while cable routed through the void space above the existing ceiling grid at City Hall shall be Communications Multipurpose Plenum (CMP) grade. All cabling shall be new. Lateral cable runs shall be secured and managed as necessary, and as required by building code. Building penetrations shall be firestopped with intumescent sealant, Fire Block foam, and/or mineral wool as required. Cabling termination shall follow the EIA/TIA T568-B standard unless otherwise specified. Unless a specific color is specified, cabling jacket color shall be selected based on available material.

Head End cabling shall be terminated in a patch panel for connection to phone/data switching equipment provided by others. All patch panels are to be open-keystone style, with cabled locations terminating in an RJ-45F jack insert, and all unused spaces blanked. For the Police Department and Administration/Annex Building, the patch panel shall be a vertical style, capable of 11 connections, mounted to the existing wooden back board. For the Fire Department and City Hall, the patch panel shall be a 1U (1RMS) rack-mount style patch panel, capable of 24 connections, designed to mount inside existing equipment racks at those locations. Appropriately sized patch cables to connect the patch panels to future telephone switching equipment are not scoped in this proposal, and are to be provided by others. Unless a specific color is specified, patch panel jack insert color shall be selected based on available material.

Endpoint cabling shall be terminated to a RJ-45F jack insert. While every effort will be made to co-locate the jack with existing jacks/outlets, it may become necessary to surface-mount the jack, or to install it in a standalone wall plate. In the absence of a clear course of action, cabling will be appropriately terminated for immediate use, and the mounting/dressing decision can be made by relevant stakeholders at a later time. Unless a specific color is specified, the endpoint jack insert color shall be selected based on available material.

### Building/Room Access

DemNET Technologies will require access to buildings, rooms, and offices as necessary to carry out the work described in this proposal. This will require a representative of the city to grant access or provide DemNET staff with a means to access areas that are not otherwise accessible, in order to complete the work described herein.

### Weekend Availability

To minimize disruption to the daily activities at City Hall, DemNET will make staff available for a weekend installation of the cabling at City Hall. If this is agreeable, it is required that access be granted to required spaces as outlined in the previous section. We understand that police and fire buildings are in use 24 hours a day, and little value may be derived from weekend work at those locations.

### Furniture and Equipment Moving

While we understand that, on occasion, small items must be temporarily moved to gain access to wall spaces or ceiling areas in which to complete work, DemNET staff do not have the ability to move large amounts of equipment or large pieces of furniture. We kindly ask that any areas where cabling infrastructure outlets are desired be cleared of large obstructions prior to the commencement of work. While we make every effort to move necessary items with caution and care, we unfortunately cannot be responsible for damage to items or equipment as a result of temporarily creating a safe and reasonably unobstructed work area.

Similarly, while we do our best to ensure a clean and tidy worksite, on occasion small bits of dust and debris may be deposited in an area (especially when moving and replacing ceiling tiles). While we do attempt to move or cover items below overhead work areas and clean up any noticeable messes, staff are advised to cover or temporarily move any items that may be sensitive to these small pieces of debris that may fall from the ceiling grid.

### Important Note about Retrofit Installations

While we have over 20 years' experience in retrofit installations, the only guaranteed way to install concealed cabling is to have open walls (either during construction, during a major renovation, or by opening them ourselves). While we make every effort to place cabling in walls and ceilings of existing buildings to the best of our abilities, there are times where we are unable to do so without opening the wall. If such a case arises on this project, we will not open any walls without express permission from an authorized representative of the city (as well as authorization of any resultant increase in job cost and time to completion). Alternate equipment placement, exposed low voltage cabling, surface raceways, conduit, and/or wireless backhaul may be alternative viable options in such a case. We prepare our drawings and engineering documents on the assumption that we are able to install cabling where needed; as-built drawings may reflect a different layout due to retrofit installation challenges encountered.

### Product Authorization

DemNET Technologies is an Authorized Reseller for ICC components and ICE Cable Systems, which are specified brands for this project. DemNET Technologies also carries ICC Elite Installer certification (Master Technician License # MT04282017-22-21 / Expires April 2022). ICC and ICE Equipment installed by DemNET Technologies carry full manufacturer warranties.

### Project Pricing and Payment Schedule

Total pricing for this project is USD \$6,788.79. Upon acceptance of the Proposal, the Payment Schedule is as follows:

**Upon Acceptance of Proposal: \$1,848.79**  
Project Materials

**Upon Project Completion: \$4,940.00**  
Installation Services



## Terms and Conditions

This agreement is made by and between DemNET Technologies, LLC, with its principal place of business located at 40 Engelwood Drive, Suite F, Lake Orion, MI 48359 (DemNET); and the City of South Lyon, with its principal administrative offices located at 335 S Warren St, South Lyon, MI 48178 (CLIENT).

1. **AGREEMENT.** DemNET will supply and CLIENT will purchase all equipment, services and program products as described in this proposal, on the terms and conditions herein specified.
2. **WORK.** DemNET will observe all safety rules and regulations set forth on the jobsite, as well as CLIENT policies regarding subcontractor safety, provided these policies are made available to DemNET. DemNET will perform work for, and at the direction of Briann Salyers, CLIENT Administrative Assistant. DemNET Staff shall take direction from CLIENT; In the absence of specific direction, the Scope of Work (SOW) described herein in the preceding pages and agreed to by DemNET and CLIENT shall be followed by DemNET staff. Any alteration or deviation from the SOW as agreed upon by DemNET and CLIENT incurring additional cost shall be executed only upon written order, and will become an extra charge over and above the quoted total in
3. **PAYMENT.** CLIENT shall pay DemNET for the equipment, services and program products described in this agreement, made a part hereof and any other charges separately provided for in this agreement. Unless specified elsewhere in this agreement, site preparation expense, rental equipment, and all sales, use or similar taxes (if applicable) shall be borne by CLIENT.
4. **PAYMENT SCHEDULE.** Payment to DemNET shall be made in two phases as follows: 1) \$1,848.79 will be due and payable upon signing this agreement. 2) \$4,940.00 plus any additional requested equipment and/or services will be due and payable within 30 days after the delivery and installation of the products and services contained herein.
5. **EQUIPMENT.** Equipment will be provided in accordance with the terms of this agreement. DemNET is responsible for un-crating and unpackaging the equipment, placing cable and cable support mechanisms, making the required electronic and low-voltage electrical connections, installing the products and equipment, configuring the equipment and verifying through the successful operation of diagnostic programs that the equipment and program products are functioning in accordance with the manufacturers' product specifications. DemNET warrants that the equipment and program products provided under this agreement are new unless otherwise specified.
6. **LIMITATION OF LIABILITY.** DemNET shall not be responsible for the loss or destruction of data. DemNET does not warrant that the operation of installed hardware and licensed software shall be uninterrupted or error free. Exception: If DemNET has been found to have been careless or negligent in its processes or practices and equipment is lost, missing or damaged, DemNET shall be responsible for restoring or replacing that equipment. EXCEPT AS PROVIDED IN THIS SECTION, SERVICES ARE PROVIDED "AS IS." DemNET MAKES NO OTHER LIMITED REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DemNET EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.
7. **EFFECTIVE DATE.** The Effective Date of this agreement is the day on which DemNET executes this agreement.

### Acceptance of Proposal

I am authorized to accept this Proposal. The above prices, specifications, terms, and conditions are satisfactory and hereby accepted. DemNET Technologies is authorized to order materials and perform the work as specified. Payment will be made as outlined in the terms above.

For the City of South Lyon	For DemNET Technologies
Signature	Christopher J. Demeniuk Principal
Print Name	Date
Title	
Date	

Company	Product	Cost
BCS-NEC 5680 Eighteen Mile Rd Sterling Heights, MI 48314 586-276-3600	Installing CAT6 Cabling where existing phone lines are currently placed.	\$6668 (Raceway and other material not included in cost and will be needed)
BSB 41150 Technology Park Dr. Sterling Heights, MI 48314 586-859-6384	Installing CAT6 Cabling where existing phone lines are currently placed.	\$7560.87 (Almost \$1000 in after hours labor cost due to not being able to schedule till late January or February)
Challenger 2501 Precision St Jackson, MI 49202 517-768-1387	Installing CAT5 Cabling where existing phone lines are currently placed.	\$7623.21 (Highest bid for obsolete CAT5 cable)
DemNET 40 Englewood Dr. Ste F Lake Orion, MI 48359	Installing CAT6 Cabling where existing phone lines are currently placed.	\$6,788.79 (Includes everything with an additional 3 endpoints)

# **AGENDA NOTE #2**

**MEETING DATE:** December 14, 2020

**PERSON PLACING ITEM ON AGENDA:** Patricia Tiernan, Finance and Benefit Administrator

**AGENDA TOPIC:** Fiscal Year 2020-2021 Budget Amendments

**EXPLANATION OF TOPIC:** Fiscal Year 2020-2021 budget amendments totaling \$201,133 for General Fund, \$68,018 for Major Streets Fund, \$12,500 for DDA Fund, \$27,378 for Capital Improvement Fund and \$228,329 for Water & Sewer Fund.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Budget Amendment Explanation for General Fund, Major Streets Fund, DDA Fund, Capital Improvements 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 2020-2021 budget amendments.

**Budget Amendment Explanation**  
**FYE June 30, 2021**

**General Fund**

***Administrative:***

Proposed increase of \$18,195 to OPEB Retiree Health Care Trust account line item (101-200.000-725.000) from \$12,600 to \$30,795. New ADC calculation provided by Nyhart and inclusion of FY19-20 contribution due to delay of establishing MERS RHFV requires increase to expenditure line.

Proposed increase of \$12,000 to Elections account line item (101-200.000-818.000) from \$28,000 to \$40,000. Additional expenditures from August and November elections include PPE, technology and hazard pay for election inspectors. All additional funds were reimbursed through Oakland County Oakland Together CVT grants (revenue posted in account line item 101-000.000-692.200).

Proposed increase of \$11,500 to Contribution-Solid Waste account line item (101-200.000-969.200) from \$18,500 to \$30,000. Increase attributed to higher resident participation in household hazardous waste events.

Total Department increase in expenditures is \$41,695.

***Police:***

Proposed increase of \$30,908 to OPEB Retiree Health Care Trust account line item (101-300.000-725.000) from \$25,400 to \$56,308. New ADC calculation provided by Nyhart and inclusion of FY19-20 contribution due to delay of establishing MERS RHFV requires increase to expenditure line.

Proposed increase of \$12,128 to Capital Outlay account line item (101-300.000-970.000) from \$9,500 to \$21,628. Increase due to Challenger Fiber Optic line installation; previously approved Agenda Note at 8/24/2020 Council Meeting.

Proposed increase of \$5,500 to Equipment Purchases account line item (101-300.000-977.000) from \$6,500 to \$12,000. Increase due to replacement of fence at Police Building; previously approved Agenda Note at 9/14/2020 Council Meeting.

Total Department increase in expenditures is \$48,536.

***Fire:***

Proposed increase of \$6,965 to Capital Equipment account line item (101-335.000-978.000) from \$67,000 to \$73,965. \$1,945 of cost due to Rescue Truck refurbishment; previously approved Agenda Note at 7/27/2020 Council Meeting. \$5,020 of cost due to purchase of training Burn Building; previously approved Agenda Note at 8/27/2020 Council Meeting. Burn building funds in the amount of \$5,018 reimbursed through Oakland Community College grant (revenue posted in account line item 101-000.000-698.600).

Total Department increase in expenditures is \$6,965.

***DPW:***

Proposed increase of \$38,277 to OPEB Retiree Health Care Trust account line item (101-440.000-725.000) from \$23,833 to \$62,110. New ADC calculation provided by Nyhart and inclusion of FY19-20 contribution due to delay of establishing MERS RHFV requires increase to expenditure line.

Proposed increase of \$25,500 to Professional Services account line item (101-440.000-801.000) from \$9,500 to \$35,000. Increase due to additional engineering, survey billing from HRC and geothermal investigation of soil borings at 390 S. Lafayette St.; previously approved Agenda Note at 8/10/2020 Council Meeting.

Total Department increase in expenditures is \$63,777.

***Parks & Recreation:***

Proposed increase of \$38,201 to account line item (101-690.000-801.000) from \$15,200 to \$53,221. Increase due to McHattie Park house demolition and asbestos abatement costs.

Total Department increase in expenditures is \$38,201.

***Veterans Memorial Project:***

Proposed increase of \$1,959 to Installation & Maintenance account line item (101-820.000-883.100) from \$0 to \$1,959. Funding needed for this account line due to Hornet Concrete bill for the installation of memorial last fall not received until October 2020.

Total Department increase in expenditures is \$1,959.

Total appropriation for General Fund will increase \$201,133 to \$6,882,552.

**Major Streets Fund**

Proposed increase of \$2,500 to Professional Services account line item (202-451.000-801.000) from \$0 to \$2,500. Proposed increase of \$65,518 to Contractual Services (Major Street) account line item (202-451.000-802.100) from \$0 to \$65,518. Total expenditures increase of \$68,018 due to Liberty Street Paving Project.

Total appropriation for Major Streets Fund will increase \$68,018 to \$505,315.

### **Downtown Development Authority Fund**

Proposed increase of \$1,000 to Operating Expense account line item (280-000.000-740.000) from \$1,000 to \$2,000. Increase due to additional expenditures for Farmers Market.

Proposed increase of \$11,500 to Grant Expenditures account line item (280-000.000-888.000) from \$0 to \$11,500. Funding for account line needed for Patronicity grants to downtown small businesses. Corresponding revenue from Oakland County Patronicity/Matching Grant program will post to line item 280-000.000-688.000.

Total appropriation for Downtown Development Authority Fund will increase \$12,500 to \$72,000.

### **Capital Improvement Fund**

Proposed increase of \$27,378 to Professional Services DPW-Yard Paving account line item (401-451.000-802.500) from \$230,000 to \$257,378. Increase due to Stante Excavating work approved by Agenda Note in FY19-20, but not completed/billed until July 2020 and Change Order of \$80,393 approved by Agenda Note at 7/13/2020 Council Meeting.

Total appropriation for Capital Improvement Fund will increase \$27,378 to \$400,378.

### **Water & Sewer Fund**

#### ***Water:***

Proposed increase of \$9,084 to OPEB Retiree Health Care Trust account line item (592-556.000-725.000) from \$6,227 to \$15,311. New ADC calculation provided by Nyhart and inclusion of FY19-20 contribution due to delay of establishing MERS RHFV requires increase to expenditure line.

Proposed increase of \$205,620 to Professional Services account line item (592-556.000-801.000) from \$20,000 to \$225,620. Expenditures due to HRC engineering surveys and work for water tank installation.

Total Department increase in expenditures is \$214,704.

#### ***Sewer:***

Proposed increase of \$13,625 to OPEB Retiree Health Care Trust account line item (592-557.000-725.000) from \$9,340 to \$22,965. New ADC calculation provided by Nyhart and inclusion of FY19-20 contribution due to delay of establishing MERS RHFV requires increase to expenditure line.

Total Department increase in expenditures is \$13,625.

Total appropriation for Water & Sewer Fund will increase \$228,329 to \$6,423,252.

101-200 GENERAL FUND OPERATION						
<b>ADMINISTRATION</b>						
		Audited	Adopted	Amended	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>	2019-2020	2020-2021	2020-2021	2021-2022	2022-2023
702	Wages/Salaries	345,191	353,677	<b>353,677</b>	362,519	371,582
715-720	Fringe Benefits	155,013	162,620	<b>162,620</b>	166,685	170,852
725	OPEB Retiree Health Care Trust		12,600	<b>30,795</b>	12,600	12,600
727	Office Supplies	5,260	5,000	<b>5,000</b>	5,125	5,253
740	Operating Expense	41,002	27,000	<b>27,000</b>	27,675	28,367
740.100	Cash Drawer +/-	-21				
801	Professional Services	282,838	279,650	<b>279,650</b>	286,641	293,807
802	Contractual Services	123,948	108,125	<b>108,125</b>	110,828	113,599
807	Auditor	48,848	35,000	<b>35,000</b>	35,875	36,772
817	Planning Consultant	65,690	40,000	<b>40,000</b>	41,000	42,025
818	Elections	16,479	28,000	<b>40,000</b>	28,700	29,418
820	Computers	14,067	21,000	<b>21,000</b>	21,525	22,063
826	Legal Fees	75,716	70,000	<b>70,000</b>	71,750	73,544
830	Memberships & Dues	8,981	12,780	<b>12,780</b>	13,100	13,427
853	Telephone	12,834	8,000	<b>8,000</b>	8,200	8,405
861	Transportation & Mileage	1,410	6,000	<b>6,000</b>	6,150	6,304
863	Vehicle Maintenance	0				
880	Community Promotions	71,529	94,000	<b>94,000</b>	96,350	98,759
900	Printing	6,440	7,500	<b>7,500</b>	7,688	7,880
900.100	Publishing	3,935	10,000	<b>10,000</b>	10,250	10,506
910	Insurance & Bonds	50,424	55,000	<b>55,000</b>	56,375	57,784
920	Utilities	26,616	25,000	<b>25,000</b>	25,625	26,266
931	Building Maintenance	3,641	2,900	<b>2,900</b>	2,973	3,047
957	Education/Training	2,852	7,000	<b>7,000</b>	7,175	7,354
962	Miscellaneous Expense	125,184	1,000	<b>1,000</b>	1,025	1,051
969.200	Contribution-Solid Waste	16,279	18,500	<b>30,000</b>	18,963	19,437
969	Contribution-Comm. Schools--SRO	0				
969.280	Transfer Out to D.D.A.					
969.300	Contribution-Comm Schools--A/V Equip.	0	0	<b>0</b>	-	-
971.100	Beautification	6,334	6,000	<b>6,000</b>	6,150	6,304
974.100	Rental Properties	172	0	<b>0</b>	-	-
977	Equipment Miscellaneous	372	500	<b>500</b>	513	525
	<b>TOTAL</b>	1,511,034	1,396,852	<b>1,438,547</b>	1,431,458	1,466,929
Printed: 12/8/2020						
		<b>Account</b>	<b>Amount</b>			
		725	\$ 18,195.00	New ADC Calculation and FY19/20 Funding		
		818	\$ 12,000.00	PPE, Hazard Pay offset by Oak Cty Grants		
		969.200	\$ 11,500.00	Increase in residents participation		
		<b>Increase</b>	\$ 41,695.00			



<b>101-300 GENERAL FUND OPERATION</b>						
<b>POLICE</b>						
		Audited	Adopted	Amended	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
702	Wages/Salaries	1,434,958	1,544,876	<b>1,544,876</b>	1,583,498	1,623,086
702.400	Command Comp and Vacation Payout	0	8,474	<b>8,474</b>	8,686	8,903
715-720	Fringe Benefits	738,473	822,793	<b>822,793</b>	843,363	864,447
721	Uniforms & Cleaning Allowance	21,091	20,700	<b>20,700</b>	21,218	21,748
722	Tuition Reimbursement	0	3,200	<b>3,200</b>	3,280	3,362
725	OPEB Retiree Health Care Trust	0	25,400	<b>56,308</b>	25,400	25,400
727	Office Supplies	3,949	4,500	<b>4,500</b>	4,613	4,728
740	Operating Expense	18,806	25,175	<b>25,175</b>	25,804	26,449
745	Ammunition	5,474	5,500	<b>5,500</b>	5,638	5,778
801	Professional Services	12,525	12,500	<b>12,500</b>	12,813	13,133
802	Contractual Services	137,551	144,365	<b>144,365</b>	147,974	151,673
803	Prisoner Board	0	50	<b>50</b>	51	53
810	Animal Collection	0	300	<b>300</b>	308	315
820	Computer Expense	12,213	19,359	<b>19,359</b>	19,843	20,339
826	Legal Fees	29,854	39,000	<b>39,000</b>	39,975	40,974
830	Memberships & Dues	605	755	<b>755</b>	774	793
851	Radio Maintenance	0	700	<b>700</b>	718	735
853	Telephone	11,851	12,000	<b>12,000</b>	12,300	12,608
860	Gas & Oil	17,271	25,000	<b>25,000</b>	25,625	26,266
861	Transportation & Mileage	35	100	<b>100</b>	103	105
863	Vehicle Maintenance	16,255	20,000	<b>20,000</b>	20,500	21,013
910	Insurance & Bonds	22,831	26,000	<b>26,000</b>	26,650	27,316
920	Utilities	12,888	14,000	<b>14,000</b>	14,350	14,709
930	Repairs & Maintenance	97	1,000	<b>1,000</b>	1,025	1,051
931	Building Maintenance	3,515	5,000	<b>5,000</b>	5,125	5,253
957	Training	7,945	8,000	<b>8,000</b>	8,200	8,405
958.100	Witness Fees	12	200	<b>200</b>	205	210
970	Capital Outlay	5,577	9,500	<b>21,628</b>	9,738	9,981
977	Equipment Purchases	6,283	6,500	<b>12,000</b>	6,663	6,829
978	Capital Equipment	66,077	46,000	<b>46,000</b>	47,150	48,329
	<b>TOTAL</b>	<b>2,586,136</b>	<b>2,850,948</b>	<b>2,899,483</b>	<b>2,921,586</b>	<b>2,993,991</b>
Printed:	12/8/2020					
	<b>Account</b>	<b>Amount</b>				
	725 \$ 30,908.00	New ADC Calculation and FY19/20 Funding				
	970 \$ 12,128.00	Challenger Fiber Optic Lines Agenda Note 8/24/20				
	977 \$ 5,500.00	Replacement Fence Agenda Note 9/14/20				
	<b>increase \$ 48,536.00</b>					

<b>101-335 GENERAL FUND OPERATION</b>						
<b>FIRE</b>						
		Audited	Adopted	Amended	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
702	Wages/Salaries	319,663	376,896	<b>376,896</b>	386,318	395,976
715-720	Fringe Benefits	30,639	61,501	<b>61,501</b>	63,039	64,615
721	Uniforms & Cleaning Allowance	17,267	12,000	<b>12,000</b>	12,300	12,608
727	Office Supplies	2,731	5,200	<b>5,200</b>	5,300	5,433
740	Operating Expense	11,536	13,000	<b>13,000</b>	13,260	13,592
802	Contractual Services	54,427	41,550	<b>41,550</b>	42,381	43,441
820	Computers	3,901	5,507	<b>5,507</b>	5,617	5,758
830	Memberships & Dues	5,143	5,200	<b>5,200</b>	5,304	5,437
851	Radio Maintenance	937	2,040	<b>2,040</b>	2,081	2,133
853	Telephone	1,277	1,400	<b>1,400</b>	1,428	1,464
860	Gas & Oil	5,247	6,600	<b>6,600</b>	6,732	6,900
863	Vehicle Maintenance	20,573	25,000	<b>25,000</b>	25,500	26,138
880	Community Promotions	1,342	1,600	<b>1,600</b>	1,632	1,673
910	Insurance & Bonds	21,577	24,000	<b>24,000</b>	24,480	25,092
920	Utilities	11,094	12,000	<b>12,000</b>	12,240	12,546
930	Repairs & Maintenance	4,709	5,000	<b>5,000</b>	5,100	5,228
931	Building Maintenance	11,407	12,750	<b>12,750</b>	13,005	13,330
944	Hydrant Rental	0	2,550	<b>2,550</b>	2,601	2,666
957	Education/Training	13,613	13,325	<b>13,325</b>	13,592	13,931
970	Capital Outlay	0				
977	Equipment Purchases	8,909	221,050	<b>221,050</b>	10,000	10,250
<b>978</b>	<b>Capital Equipment</b>	<b>34,098</b>	<b>67,000</b>	<b>73,965</b>		
978.100	Transfer to Equipment Fund	0				
990	Debt-Principal	0				
995	Debt-Interest	0				
	<b>TOTAL</b>	<b>580,091</b>	<b>915,169</b>	<b>922,134</b>	<b>651,909</b>	<b>668,207</b>
Printed:	12/8/2020					
	<b>Account</b>	<b>Amount</b>				
	978 \$ 1,945.00	Rescue Refurbishment Agenda Note 7/27/20				
	978 \$ 5,020.00	Burn Bldg. Agenda Note 8/27/2020 - Grant offset				
	<b>increase \$ 6,965.00</b>					

<b>101-440 GENERAL FUND OPERATION</b>						
<b>DEPARTMENT OF PUBLIC WORKS</b>						
		Audited	Adopted	Amended	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
702	Wages/Salaries	335,358	242,196	<b>242,196</b>	248,251	254,457
715-720	Fringe Benefits	181,770	160,869	<b>160,869</b>	164,890	169,013
721	Uniforms & Cleaning Allowance	7,223	7,700	<b>7,700</b>	7,893	8,090
725	OPEB Retiree Health Care Trust	-	23,833	<b>62,110</b>	<b>23,333</b>	<b>23,333</b>
727	Office Supplies	216	1,300	<b>1,300</b>	1,333	1,366
740	Operating Expense	27,382	19,500	<b>19,500</b>	19,988	20,487
801	Professional Services	40,504	9,500	<b>35,000</b>	<b>9,738</b>	<b>9,981</b>
802	Contractual Services	26,456	19,150	<b>19,150</b>	19,629	20,119
820	Computer	907	3,507	<b>3,507</b>	3,595	3,685
830	Memberships & Dues	780	740	<b>740</b>	759	777
853	Telephone	6,567	5,000	<b>5,000</b>	5,125	5,253
860	Gas & Oil	19,140	25,000	<b>25,000</b>	25,625	26,266
861	Transportation & Mileage	125	400	<b>400</b>	410	420
863	Vehicle Maintenance	122,363	130,000	<b>130,000</b>	133,250	136,581
910	Insurance & Bonds	15,402	15,000	<b>15,000</b>	15,375	15,759
920	Utilities	16,182	17,500	<b>17,500</b>	17,938	18,386
923	Street Light Expenditures	114,183	115,000	<b>115,000</b>	117,875	120,822
930	Repairs & Maintenance	510	5,000	<b>5,000</b>	5,125	5,253
931	Building Maintenance	4,466	65,000	<b>65,000</b>	66,625	68,291
935	NPDES Phase II Stormwater	16,695	38,500	<b>38,500</b>	39,463	40,449
940	Equipment Charges	10,000	10,000	<b>10,000</b>	10,250	10,506
957	Education/Training	2,272	4,000	<b>4,000</b>	4,100	4,203
974	Land Improvements	28,042	30,000	<b>30,000</b>	30,750	31,519
977	Equipment Purchases	10,514	6,500	<b>6,500</b>	6,663	6,829
978	Capital Equipment	-				
	<b>TOTAL</b>	987,058	955,195	<b>1,018,972</b>	977,979	1,001,845
Printed:	12/8/2020					
	<b>Account</b>	<b>Amount</b>				
	725	\$ 38,277.00	New ADC Calculation and FY19/20 Funding			
	801	\$ 25,500.00	HRC Billing, Geothermal Investigation Soil Borings			
			Agenda Note 8/10/20			
	<b>increase</b>	<b>\$ 63,777.00</b>				

<b>101-690 GENERAL FUND OPERATION</b>						
<b>PARKS &amp; RECREATION</b>						
		Audited	Adopted	Amended	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
702	Wages/Salaries	77,836	94,965	<b>94,965</b>	97,339	99,773
715	Fringe Benefits	31,093	63,077	<b>63,077</b>	64,653	66,270
740	Operating Expense	1,757	10,000	<b>10,000</b>	10,250	10,506
801	Professional Services	20,993	15,200	<b>53,221</b>	15,580	15,970
860	Gas & Oil	3,002	4,000	<b>4,000</b>	4,100	4,203
880	Community Promotions	-	1,200	<b>1,200</b>	1,230	1,261
910	Insurance & Bonds	883	1,000	<b>1,000</b>	1,025	1,051
920	Utilities	571	850	<b>850</b>	871	893
930	Repairs & Maintenance	5,139	20,750	<b>20,750</b>	21,269	21,800
940	Equipment Charges	11,025	11,025	<b>11,025</b>	11,301	11,583
962	Miscellaneous Expense	669	1,000	<b>1,000</b>	1,025	1,051
977	Equipment Purchases	-	500	<b>500</b>	513	525
978	Capital Improvements	725	73,700	<b>73,700</b>	75,543	77,431
	<b>TOTAL</b>	153,693	297,267	<b>335,288</b>	304,698	312,316
Printed:	12/8/2020					
		<b>Account</b>	<b>Amount</b>			
		801	\$ 38,201.00	McHattie Park House Demo		
				Asbestos Abatement		

<b>101-820 GENERAL FUND OPERATION</b>							
<b>Veterans Memorial Project</b>							
			Audited	Adopted	<b>Amended</b>	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>		2019-2020	2020-2021	<b>2020-2021</b>	2021-2022	2022-2023
740	Operating Expense						
801	Professional Services						
802	Contractual Services						
880	Community Promotions						
883.100	Installation & Maint.		10,367		1,959		
962	Miscellaneous Expense						
974	Land Improvements			11,000	11,000		
	<b>TOTAL</b>		10,367	11,000	12,959	-	-
Printed:	12/8/2020						
		<b>Account</b>	<b>Amount</b>				
		883.100	\$ 1,959.00	FY2019-2020 Hornet Concrete bill for installation was not received until October 2020			

202 MAJOR STREETS OPERATION						
EXPENDITURES						
Expenditure	Description	Audited 2019-2020	Adopted 2020-2021	Amended 2020-2021	Proposed 2021-2022	Proposed 2022-2023
<b>212</b>	<b>Accountant</b>					
801	Professional Service	3,562	5,600	5,600	5,600	5,600
	<b>SUBTOTAL</b>	3,562	5,600	5,600	5,600	5,600
<b>451</b>	<b>Street Construction</b>					
715-720	Fringe Benefits	-				
801	Professional Services	3,779		2,500		
802	Contractual Services (Seal Coat)		10,000	10,000	10,250	10,506
802.100	Contractual Services (Major Street)		-	65,518		
802.200	Contractual Services Tri-Party (Signal Marjorie Ann)					
	<b>SUBTOTAL</b>	3,779	10,000	78,018	10,250	10,506
<b>463</b>	<b>Street Routine Maintenance</b>					
702	Wages/Salaries	64,600	83,027	83,027	85,102	87,230
715-720	Fringe Benefits	31,038	51,533	51,533	52,821	54,142
740	Operating Expense	2,369	5,000	5,000	5,125	5,253
801	Professional Services					
910	Insurance & Bonds	54	60	60	62	63
930	Repair & Maintenance	9,470	25,500	25,500	26,138	26,791
940	Equipment Charges	14,000	12,000	12,000	12,300	12,608
	<b>SUBTOTAL</b>	121,532	177,120	177,120	181,548	186,086
<b>474</b>	<b>Traffic Services</b>					
702	Wages/Salaries	2,365	2,127	2,127	2,180	2,234
715-720	Fringe Benefits	1,117	1,413	1,413	1,448	1,484
740	Operating Expense	1,306	5,000	5,000		
924	Traffic Signals	3,523	10,200	10,200		
	<b>SUBTOTAL</b>	8,311	18,739	18,740	3,628	3,719
<b>478</b>	<b>Snow Plowing</b>					
702	Wages/Salaries	24,306	33,102	33,102	33,930	34,778
715-720	Fringe Benefits	11,043	21,987	21,987	22,536	23,100
740	Operating Expense	34,939	44,500	44,500	45,613	46,753
930	Repair & Maintenance					
940	Equipment Charges	12,500	10,000	10,000		
	<b>SUBTOTAL</b>	82,787	109,589	109,589	102,078	104,630
<b>479</b>	<b>SNOW REMOVAL</b>					
702	Wages/Salaries	3,321	5,331	5,331	5,464	5,600
715-720	Fringe Benefits	1,591	733	733	751	770
	<b>SUBTOTAL</b>	4,912	6,064	6,064	6,215	6,371
<b>485</b>	<b>TRANSFER BETWEEN FUNDS</b>					
969.203	Contribution-Local Streets	100,000	100,000	100,000		
	<b>SUBTOTAL</b>	100,000	100,000	100,000	-	-
<b>491</b>	<b>Storm Sewer</b>					
702	Wages/Salaries	2,331	3,656	3,656	3,747	3,841
715-720	Fringe Benefits	1,429	2,428	2,428	2,489	2,551
740	Operating Expense	910	4,100	4,100		
	<b>SUBTOTAL</b>	4,670	10,184	10,184	6,236	6,392
	<b>TOTAL EXPENDITURES</b>	329,553	437,296	505,315	315,555	323,304
Printed:	12/8/2020					
		Account	Amount			
		802.100	\$ 65,518.00	Liberty Street Paving		
		801	\$ 2,500.00	Liberty Street Paving		
			\$ 68,018.00			

<b>DOWNTOWN DEVELOPMENT AUTHORITY</b>						
<b>OPERATING FUND</b>						
<b>280</b>						
<b>Revenue</b>	<b>Description</b>	<b>Audited 2019-2020</b>	<b>Adopted 2020-2021</b>	<b>Amended 2020-2021</b>	<b>Proposed 2021-2022</b>	<b>Proposed 2022-2023</b>
402	Current Property Taxes (Captured)	45,705	48,229	<b>48,229</b>	49,435	50,671
664	Interest Income	100	350	<b>350</b>	350	350
675.100	Contribution - FM Sponsorship Fees	3,830	12,500	<b>12,500</b>	12,500	12,500
675.200	Contribution - Winter Events		4,000	<b>4,000</b>	4,000	4,000
675.300	Ladies Night Out Sponsorship Fees	300	3,000	<b>3,000</b>	3,000	3,000
675.410	Contribution - FM Vendor Fees	4,896	8,000	<b>8,000</b>	8,000	8,000
675.700	Contribution - Street Banner	900				
676.101	Transfer In - General Fund		4,000	<b>4,000</b>	4000	4000
688	Patroncity Funds Economic Directory	4,917				
698.110	Contrib. Business Directory		500	<b>500</b>	500	500
	<b>Total Revenues</b>	60,648	80,579	<b>80,579</b>	81,785	83,021
<b>Expenditure</b>	<b>Description</b>	<b>Audited 2019-2020</b>	<b>Adopted 2020-2021</b>	<b>Amended 2020-2021</b>	<b>Proposed 2021-2022</b>	<b>Proposed 2022-2023</b>
702.200	Wages/Salaries	13,338	12,500	<b>12,500</b>	12,813	13,133
715	Fringe Benefits				0	0
<b>740</b>	<b>Operating Expense</b>	<b>607</b>	<b>1,000</b>	<b>2,000</b>	<b>1,025</b>	<b>1,051</b>
740.200	Seasonal Improvements	5,512	7,500	<b>7,500</b>	7,688	7,880
801	Professional Services	0	3,000	<b>3,000</b>	3,075	3,152
880	Community Promotion	664	2,500	<b>2,500</b>	2,563	2,627
880.100	Community Prom. CBD Winter	0	2,000	<b>2,000</b>	2,050	2,101
880.200	Community Promo. Design	300	2,500	<b>2,500</b>	2,563	2,627
880.400	Community Events	8,858	12,500	<b>12,500</b>	12,813	13,133
<b>888</b>	<b>Grant Expenditures</b>	<b>0</b>	<b>0</b>	<b>11,500</b>	<b>0</b>	<b>0</b>
900	Printing/Publishing	1,978	5,500	<b>5,500</b>	5,638	5,778
957	Education & Training	1,643	4,500	<b>4,500</b>	4,613	4,728
962	Miscellaneous Expense	280	1,000	<b>1,000</b>	1,025	1,051
969.101	Transfer to General Fund	0			0	0
970	Capital Expenditure	6,665	5,000	<b>5,000</b>	5,125	5,253
	<b>Total Expenditures</b>	39,844	59,500	<b>72,000</b>	60,988	62,512
	<b>BEGINNING FUND BALANCE</b>	8,595	29,399	<b>29,399</b>	37,978	58,775
	<b>TOTAL REVENUES</b>	60,648	80,579	<b>80,579</b>	81,785	83,021
	<b>TOTAL EXPENDITURES</b>	39,844	59,500	<b>72,000</b>	60,988	62,512
	<b>ENDING FUND BALANCE</b>	29,399	50,478	37,978	58,775	79,284
Printed:	12/8/2020					
		<b>Account</b>	<b>Amount</b>			
		740	\$ 1,000.00			
		888	\$ 11,500.00	Patroncity Grants to Small Businesses		
		<b>increase</b>	<b>\$ 12,500.00</b>			

<b>401 CAPITAL IMPROVEMENT FUND</b>						
<b>REVENUES</b>						
<b>Revenue</b>	<b>Description</b>	<b>Audited 2019-2020</b>	<b>Adopted 2020-2021</b>	<b>Amended 2020-2021</b>	<b>Proposed 2021-2022</b>	<b>Proposed 2022-2023</b>
402	Current Property Tax	375,862	399,130	<b>399,130</b>	400,151	408,154
446	Penalties & Interest					
664	Interest Income	7,707	2,700	<b>2,700</b>	2,700	2,700
	Transfer In					
	<b>TOTAL REVENUES</b>	383,569	401,830	<b>401,830</b>	402,851	410,854
	<b>BEGINNING FUND BALANCE</b>	1,782,504	1,908,280	<b>1,937,110</b>	1,937,110	2,339,961
	<b>TOTAL REVENUES</b>	383,569	401,830	<b>401,830</b>	402,851	410,854
	<b>TOTAL EXPENDITURES</b>	257,794	373,000	<b>400,378</b>	-	-
	<b>ENDING FUND BALANCE</b>	1,908,280	1,937,110	<b>1,938,562</b>	2,339,961	2,750,815
<b>EXPENDITURES</b>						
<b>Expenditure</b>	<b>Description</b>	<b>Audited 2019-2020</b>	<b>Proposed 2020-2021</b>	<b>Amended 2020-2021</b>	<b>Proposed 2021-2022</b>	<b>Proposed 2022-2023</b>
<b>451</b>						
801	Prof. Svcs.-Audit	1,642				
801.001	Prof. Svcs - Whipple St. Lot	260				
801.250	Prof. Svcs - Dixboro Road Project	218,541				
802	Contractual Svcs.	37,350				
802.190	Cont. Svcs.-Safe Routes to School		93,000	<b>93,000</b>		
<b>802.500</b>	<b>Prof. Svcs.-DPW - Yard Paving</b>		<b>230,000</b>	<b>257,378</b>		
802.700	Cont. Svcs - Police Dept. Roof	0				
969.509	Contribution Transfer to Land Acq.	0	50,000	<b>50,000</b>		
971	Land					
	<b>TOTAL EXPENDITURES</b>	257,794	373,000	<b>400,378</b>	0	0
Printed:	12/8/2020					
		<b>Account</b>	<b>Amount</b>			
		802.500	\$ 27,378.00	DPW Yard Paving		
				Stante Excavating		



<b>592 WATER AND SEWER OPERATIONS</b>						
<b>EXPENDITURES</b>						
<b>Expenditure</b>	<b>Description</b>	<b>Audited 2019-2020</b>	<b>Adopted 2020-2021</b>	<b>Amended 2020-2021</b>	<b>Proposed 2021-2022</b>	<b>Proposed 2022-2023</b>
<b>452</b>	<b>Water/Sewer Construction</b>					
801	Professional Service	(15,249)				
801.100	Professional Service					
802	Contractual Service-Water Storage Tank		2,000,000	<b>2,000,000</b>	-	-
	<b>SUBTOTAL</b>	(15,249)	2,000,000	<b>2,000,000</b>	-	-
<b>556</b>	<b>Water Distribution System</b>					
702	Wages/Salaries	252,329	257,961	<b>257,961</b>	264,411	271,021
715-720	Fringe Benefits	112,623	147,607	<b>147,607</b>	151,297	155,080
721	Uniforms	3,056	3,300	<b>3,300</b>	3,383	3,467
725	OPEB Retiree Health Care Trust		6,227	<b>15,311</b>	<b>5,867</b>	<b>5,867</b>
727	Office Supplies	946	1,500	<b>1,500</b>	1,538	1,576
740	Operating Expense	73,190	61,000	<b>61,000</b>	62,525	64,088
801	Professional Service	146,753	20,000	<b>225,620</b>	<b>20,500</b>	<b>21,013</b>
801.111	Vulnerability Assessment		2,000	<b>2,000</b>	2,050	2,101
801.211	Wellhead Protection	1,205	7,500	<b>7,500</b>	7,688	7,880
802	Contractual Services	25,894	49,150	<b>49,150</b>	50,379	51,638
807	Auditor	6,811	10,000	<b>10,000</b>	10,250	10,506
820	Computer	483	1,200	<b>1,200</b>	1,230	1,261
830	Memberships & Dues	424	850	<b>850</b>	871	893
853	Telephone	2,465	2,800	<b>2,800</b>	2,870	2,942
860	Gas & Oil	11,029	8,200	<b>8,200</b>	8,405	8,615
861	Transportation/Mileage	443	500	<b>500</b>	513	525
863	Vehicle Maintenance	9,988	17,000	<b>17,000</b>	17,425	17,861
900	Printing	633	500	<b>500</b>	513	525
910	Insurance & Bonds	13,507	15,000	<b>15,000</b>	15,375	15,759
920	Utilities	104,386	100,000	<b>100,000</b>	102,500	105,063
931	Building Maintenance	14,730	85,000	<b>85,000</b>	87,125	89,303
957	Education & Training	3,094	3,500	<b>3,500</b>	3,588	3,677
962	Miscellaneous Expense	1,123	7,500	<b>7,500</b>	7,688	7,880
968	Depreciation Expense	749,621				
970	Capital Improvements	3,673	676,600	<b>676,600</b>	500,000	500,000
977	Equipment Miscellaneous	825	15,000	<b>15,000</b>	15,375	15,759
990.100	Debt-Principal		120,000	<b>120,000</b>	125,000	125,000
995.100	Debt-Interest	52,625	49,750	<b>49,750</b>	46,750	43,625
999	Paying Agent Fees		750	<b>750</b>	750	750
	<b>SUBTOTAL</b>	1,591,857	1,670,396	<b>1,885,099</b>	1,515,862	1,533,675
<b>540</b>	<b>Water Repair</b>					
702	Wages/Salaries	44,547	61,994	<b>61,994</b>	63,544	65,132
715-720	Fringe Benefits	14,573	41,177	<b>41,177</b>	42,206	43,261
740	Operating Expense	1,162	5,500	<b>5,500</b>	5,638	5,778
801	Professional Service	-	1,500	<b>1,500</b>	1,538	1,576
802	Contractual Services	646	500	<b>500</b>	513	525
861	Transportation/Mileage	-	100	<b>100</b>	103	105

<b>592 WATER AND SEWER OPERATIONS EXPENDITURES</b>						
<b>Expenditure</b>	<b>Description</b>	<b>Audited 2019-2020</b>	<b>Adopted 2020-2021</b>	<b>Amended 2020-2021</b>	<b>Proposed 2021-2022</b>	<b>Proposed 2022-2023</b>
930	Repairs & Maintenance	6,856	40,000	<b>40,000</b>	41,000	42,025
940	Equipment Charges	39,000	25,000	<b>25,000</b>	25,625	26,266
956	Miscellaneous Expense	1,343	5,500	<b>5,500</b>	5,638	5,778
957	Education & Training	-				
	<b>SUBTOTAL</b>	108,127	181,271	<b>181,271</b>	185,803	190,448
<b>592 WATER AND SEWER OPERATIONS EXPENDITURES</b>						
<b>557</b>	<b>Wastewater System</b>					
702	Wages/Salaries	353,292	394,351	<b>394,351</b>	404,209	414,315
715-720	Fringe Benefits	184,174	217,136	<b>217,136</b>	222,565	228,129
721	Uniforms	1,397	3,500	<b>3,500</b>	3,588	3,677
725	OPEB Retiree Health Care Trust		9,340	<b>22,965</b>	8,800	8,800
727	Office Supplies	946	1,500	<b>1,500</b>	1,538	1,576
740	Operating Expense	120,894	125,000	<b>125,000</b>	128,125	131,328
801	Professional Service	96,506	70,045	<b>70,045</b>	71,796	73,591
802	Contractual Services	39,839	45,000	<b>45,000</b>	46,125	47,278
807	Auditor	6,916	10,000	<b>10,000</b>	10,250	10,506
820	Computer	1,201	4,507	<b>4,507</b>	4,620	4,735
830	Memberships & Dues	270	500	<b>500</b>	513	525
853	Telephone	4,055	4,000	<b>4,000</b>	4,100	4,203
860	Gas & Oil	3,302	5,500	<b>5,500</b>	5,638	5,778
861	Transportation & Mileage	449	500	<b>500</b>	513	525
863	Vehicle Maintenance	-				
900	Printing	413	500	<b>500</b>	513	525
910	Insurance & Bonds	13,075	15,000	<b>15,000</b>	15,375	15,759
920	Utilities	243,150	215,000	<b>215,000</b>	220,375	225,884
931	Building Maintenance	111,400	127,000	<b>127,000</b>	130,175	133,429
957	Education & Training	1,519	4,000	<b>4,000</b>	4,100	4,203
962	Miscellaneous Expense	4,614	7,000	<b>7,000</b>	7,175	7,354
963	Bad Debt Expense					
968	Depreciation Expense	749,620				
969	Transfer to Debt Fund	(1,082,590)				
970	Capital Improvements	7,455	295,000	<b>295,000</b>	500,000	400,000
977	Equipment Miscellaneous	9,964	47,000	<b>47,000</b>	48,175	49,379
988	Pre-Paid Financial Cost					
995.100	Debt - Interest	157,590				
998	Replacement Wastewater					
	<b>SUBTOTAL</b>	1,029,451	1,601,379	<b>1,615,004</b>	<b>1,838,265</b>	<b>1,771,502</b>
<b>550</b>	<b>Sanitary Sewer Repair</b>					
702	Wages/Salaries	43,773	61,426	<b>61,426</b>	62,962	64,536
715-720	Fringe Benefits	17,521	40,800	<b>40,800</b>	41,820	42,865
740	Operating Expense	3,489	9,750	<b>9,750</b>	9,994	10,244
801	Professional Services	-	2,500	<b>2,500</b>	2,563	2,627
802	Contractual Services	5,817	500	<b>500</b>	513	525
930	Repairs & Maintenance	7,964	55,000	<b>55,000</b>	56,375	57,784
940	Equipment Charges	32,000	25,000	<b>25,000</b>	25,625	26,266
956	Miscellaneous	-	6,500	<b>6,500</b>	6,663	6,829

<b>592 WATER AND SEWER OPERATIONS</b>						
<b>EXPENDITURES</b>						
		Audited	Adopted	Amended	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
	<b>SUBTOTAL</b>	110,563	201,476	<b>201,476</b>	<b>206,513</b>	<b>211,676</b>
<b>555</b>	<b>Solid Waste Collection</b>					
818.100	Refuse Collection	526,241	540,402	<b>540,402</b>	548,508	556,736
	<b>SUBTOTAL</b>	526,241	540,402	<b>540,402</b>	548,508	556,736
	<b>TOTAL</b>	3,350,990	6,194,924	<b>6,423,252</b>	4,294,951	4,264,036
Printed: 12/8/2020						
		<b>Account</b>	<b>Amount</b>			
		592-556-725	\$ 9,084.00	New ADC Calculation and FY19/20 Funding		
		592-556-801	\$ 205,620.00	HRC Engineering Survey, Water Tank Installation		
		592-557-725	\$ 13,625.00	New ADC Calculation and FY19/20 Funding		
		<b>increase</b>	<b>\$ 228,329.00</b>			

# **AGENDA NOTE**

Item No. 3

**MEETING DATE:** December 14, 2020

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

**AGENDA TOPIC:** Oakland County Assessor of Record

**EXPLANATION OF TOPIC:** All jurisdictions within the State per Public Act 600 of 2018 must provide a statutory frame work to ensure proper assessing. The City of South Lyon contracts with Oakland County Equalization Department as their Assessor, and per the State Tax Commission designates David Hieber R-5676 Equalization Officer for Oakland County, as the Designated Assessor.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Resolution Approving the Interlocal Agreement for Oakland County to Approve the Designated Assessor for January 1, 2021 to December 31, 2025.

**POSSIBLE COURSES OF ACTION:** To adopt or not adopt the Resolution Approving the Interlocal Agreement for Oakland County to Approve the Designated Assessor for January 1, 2021 to December 31, 2025,

**SUGGESTED MOTION(s):** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to adopt or not adopt the Resolution Approving the Interlocal Agreement for Oakland County to Approve the Designated Assessor for January 1, 2021 to December 31, 2025.

**RESOLUTION \_\_ - \_\_**  
**CITY OF SOUTH LYON**  
**OAKLAND COUNTY, MI**

**RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE THE  
DESIGNATED ASSESSOR FOR THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 21, 2025**

At a regular City Council Meeting of the City of South Lyon held via Zoom, on \_\_\_\_\_,  
2020 at 7:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_, and supported by  
\_\_\_\_\_.

WHEREAS Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020; and

WHEREAS An interlocal agreement (hereinafter "Agreement") has been approved by the Board of Commissioners for Oakland County, and presented to the City of South Lyon for Approval; and

WHEREAS The City of South Lyon is a Municipal Corporation located within the County of Oakland, in the State of Michigan; and

WHEREAS The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately; and

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority; and

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County's Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County; and

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council for the City of South Lyon, hereby agrees to the terms of the Interlocal Agreement for Oakland County to Approve the Designated Assessor for the Period January 1, 2021 through December 21, 2025 and hereby authorizes the City Manager to execute the Agreement on behalf of the City of South Lyon provided the Agreement is in a form acceptable to the City Attorney.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the South Lyon City Council, of the City of South Lyon, County of Oakland, Michigan at a regular meeting held on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE  
THE DESIGNATED ASSESSOR FOR THE PERIOD JANUARY 1, 2021  
THROUGH DECEMBER 31, 2025**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter "Agreement") has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the "Parties."

**RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County's Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

## BACKGROUND INFORMATION

Oakland County names **DAVID HIEBER** (R-5676), in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County<sup>1</sup>. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

## QUALIFICATIONS OF DESIGNATED ASSESSOR

David Hieber has been certified as a Michigan Master Assessing Officer since 1998. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

David Hieber has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that David Hieber will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

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<sup>1</sup> Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:  
<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>



## **1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR**

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC or the voluntary election by the Assessing District to utilize the Designated Assessor, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
  - 1.3.1 Make assessments of real and personal property within the Assessing District;
  - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
  - 1.3.3 Attend (or have a designee attend) all March, July, and December Board of Review meetings;
  - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
  - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
  - 1.3.6 Performs any other duties required under PA 660 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required, or the Assessing District chooses to request the Designated Assessor, to take over the assessing duties for an Assessing District pursuant to the terms of PA 660 of 2018. This Agreement will have no effect on any pre-

existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

## **2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS**

- 2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during the period the Assessing District is required to or chooses to utilize the services of the Designated Assessor, do the following:
  - 2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
  - 2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.
  - 2.1.3 Provide, while the Designated Assessor or his designee is physically working on behalf of the Assessing District and within the geographical boundaries of the Assessing District, any technology, equipment, and workspace necessary for the Designated Assessor or his designee to carry out their requirements under this Agreement.
- 2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court except to the extent the matters have been traditionally and previously handled by assessing staff, such as, but not limited to, Michigan Tax Tribunal small claims division hearings and matters before the State Tax Commission.

- 2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

### **3.0 DESIGNATED ASSESSOR COMPENSATION**

- 3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- 3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties agree that should the standard fee not reasonably reflect the actual cost of the provision of the services required that the standard fee will be modified to a higher or lower fee, and so the fee is reasonable. The modification of the standard fee will be dependent upon the complexity of the work to be performed by the Designated Assessor, the number of staff needed to assist in completing the work and whether the Assessing District provides its own staff to assist the Designated Assessor provided the Designated Assessor determines use of the Assessing District's staff is appropriate. The Assessing District is not required to pay a retainer fee. In the event that the Designated Assessor is acting on behalf of an Assessing District for which Oakland County Equalization Department is currently contracted with to provide assessing services, the Designated Assessor will provide its Designated Assessor services at no additional cost to said Assessing District.
- 3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any

setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

- 3.4 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Assessing District.

#### **4.0 EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, David Hieber, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2025. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

#### **5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS**

It is understood by the parties that David Hieber is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

#### **6.0 ENTIRE AGREEMENT**

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

**7.0 AMENDMENTS**

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

**8.0 SEVERABILITY**

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.

**9.0 GOVERNING LAW**

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

**10.0 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, \_\_\_\_\_ [name and title of assessing district official] hereby acknowledges that he/she has been authorized by a resolution of the \_\_\_\_\_ [name of assessing district], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name and Title:

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name and Title:

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

DAVID HIEBER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: \_\_\_\_\_  
David Hieber  
Oakland County Equalization Officer

DATE: \_\_\_\_\_

## ADDENDUM – SEV TOTALS

### OAKLAND COUNTY SEV TOTALS BY CLASS

class	parcel counts	State Equalized values
Agricultural	414	83,078,430
Commercial	21,730	13,049,878,820
Industrial	4,576	2,458,558,940
Residential	457,609	62,000,752,770
Personal Property	52,485	3,603,125,954
Special Acts	384	479,224,100
	<b>537,198</b>	<b>81,674,619,014</b>

# AGENDA NOTE

New Business Item # 4

**MEETING DATE:** December 14, 2020

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

**AGENDA TOPIC:** Consider cancelling the December 28, 2020 City Council Meeting.

**EXPLANATION OF TOPIC:** Our second City Council Meeting is scheduled for Monday, December 28<sup>th</sup>. In the past when the meeting was held in close proximity to the Christmas Holiday, City Council Considered the possibility of cancelling this meeting. Be advised that there are no pressing issues that requires us to hold the second meeting in December. But if the need arises that we certainly advise City Council and schedule a meeting if necessary.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** None

**POSSIBLE COURSES OF ACTION:** Cancel the second City Council Meeting in December scheduled for December 28, 2020.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to cancel the second City Council Meeting in December scheduled for December 28, 2020.





November 17, 2020

Mr. Paul C. Zelenak, City Manager  
City of South Lyon  
335 S. Warren  
South Lyon, MI 48178

RE: Important Information—Price Changes

Dear Mr. Zelenak,

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in South Lyon, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting January 1, 2021, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 734-254-1557.

Sincerely,

Kyle V. Mazurek  
Manager of External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

Enclosure

# Important Information Regarding Xfinity Services and Pricing

Effective January 1, 2021

<b>Xfinity TV</b>	Current	New
<b>Choice TV</b>	\$25.00	\$30.00
<b>Choice TV with TV Box (Flex upgrade)</b>	\$30.00	\$37.50
<b>Broadcast TV Fee</b>	\$11.30	\$14.85
<b>Regional Sports Fee</b>	\$8.25	\$9.10
<b>Service to Additional TV</b>	\$9.95	\$7.50

<b>On Demand Subscription Services</b>	Current	New
<b>AMC + On Demand</b>	\$4.99	\$6.99
<b>Docurama On Demand</b>	\$2.99	\$4.99
<b>Gaia On Demand</b>	\$9.99	\$11.99
<b>Gaiam TV Fit &amp; Yoga On Demand</b>	\$6.99	\$7.99
<b>UP Faith and Family On Demand</b>	\$4.99	\$5.99
<b>WE tv + On Demand</b>	\$4.99	\$5.99

<b>Xfinity Internet</b>	Current	New
<b>Performance Starter</b>	\$53.00	\$56.00
<b>Performance</b>	\$73.00	\$76.00
<b>Blast!</b>	\$83.00	\$86.00
<b>Extreme</b>	\$93.00	\$96.00
<b>Extreme Pro</b>	\$103.00	\$106.00
<b>Gigabit Speed</b>	\$113.00	\$116.00
<b>xFi Advantage</b>	\$20.00	\$25.00

<b>Xfinity Home</b>	Current	New
<b>Xfinity Home Security</b>	\$40.00	\$50.00
<b>Xfinity Home Security Plus</b>	\$50.00	\$60.00

<b>Xfinity Equipment</b>	Current	New
<b>TV Box</b>	\$5.00	\$7.50
<b>Customer-Owned Video Equipment Credit</b>	\$5.00	\$7.50

<b>Installation</b>	Current	New
<b>Professional Install</b>	\$70.00	\$100.00
<b>In-Home Service Visit</b>	\$70.00	\$100.00

Commerce, Highland, Keego Harbor, Lyon Township, Milford, Milford Village, Novi, Orchard Lake, South Lyon, Sylvan Lake Township, Walled Lake, West Bloomfield Twp, White Lake, Wixom, Wolverine Lake Village