

Regular City Council Meeting

May 13, 2019

Agenda

7:30 pm **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: April 22, 2019
Approval of Bills:
Attorney Bills:
Approval of Agenda
Consent Agenda
1. Road Closure for Farmers Market Events on June 22 and August 31, 2019

Public Comment

Discussion – Downtown

- I. New Business**
 - 1. Assessing Contract with Oakland County**
 - 2. Resolution to Waive Penalties for Non-filing Property Tax Affidavits under MCL 211.27b**
 - 3. Consolidated Municipal Ambulance Service Agreement**
- II. Budget**
2019-2020 Budget
- III. Manager's Report**
- IV. Public Comment**
- V. Council Comments**
- VI. Adjournment**

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

City of South Lyon
Regular City Council Meeting
April 8, 2019

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 Kennedy, Kivell, Kurtzweil, Parisien, Richards and Walton
Also, Present: City Manager Zelenak, Chief Sovik, Attorney Wilhelm, Chief Vogel and Clerk/Treasurer Deaton

MINUTES- April 8, 2019

Councilmember Kivell stated on page 3, the word replace, should be place.

CM 4-1-19 MOTION TO APPROVE MINUTES

Motion by Parisien, supported by Kennedy

Motion to approve the minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES- BUDGET SESSION

CM 4-2-19 MOTION TO APPROVE MINUTES

Motion by Kivell, supported by Kennedy

Motion to approve minutes as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

CM 4-3-19 MOTION TO APPROVE AGENDA

Motion by Walton, supported by Kurtzweil

Motion to approve agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

1. Lake Street Cruise in 2019
2. Motorfest 2019

CM 4-4-19 MOTION TO APPROVE CONSENT AGENDA

Motion by Kivell, supported by Walton

Motion to approve consent agenda

VOTE: MOTION CARRIED UNANIMOUSLY

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PROCLAMATIONS

Mayor Pelchat read the attached proclamation for Gary and Mark Childs of South Lyon Cycle and congratulated them on their 25 years of successful business in the City of South Lyon. Mark Childs of South Lyon Cycle stated they appreciate the support of the Mayor, Council and Bob Donohue as well as the community and Southeastern Michigan. Mark Childs also introduced his employee Austin who he said is a very dedicated employee.

Mayor Pelchat read the attached proclamation stating April is Fair Housing Month.

PUBLIC COMMENT- None

DISCUSSION- Downtown

Bob Donohue stated the Farmers Market sponsorship is doing well and they will have the sign with the sponsors listed by May 2nd. Mr. Donohue stated they had a good meeting regarding the CoolYule and it will now be a 2-day event. Friday evening will be devoted to special activities with Santa and the lighting in the Historic Village. Saturday will be the parade and the tree lighting at the Heimanen tree. He stated the parade will begin at Whipple and end at McHattie. Mr. Donohue stated the architect for 111 and 113 N Lafayette stated the façade will be returned to the original façade. Councilmember Parisien asked if the DDA or the City fund the Ladies Night Out. Mr. Donohue stated there is some money in the proposed budget for next year. It is a DDA event and even though the City isn't putting cash into it, there is a lot of in-kind time and effort the DDA and the City puts into it. He stated it is coordinated by the DDA, and there are two chairs of the event. Councilmember Parisien asked if there is communication between the City and businesses such as a survey. Mr. Donohue stated there isn't one currently, but we can always come up with one. He stated there is always open communication, we publicize when we have meetings and everyone is welcome to come. Councilmember Kurtzweil stated she was asked about the proposed kitchen store. Mr. Donohue stated they had a problem getting their DBA, but they will be in this week for their sign permit. There will be 2 aspects to the store. One will be the twelve kitchen elves which will be cooking classes for the youth, the other will be where they have cooking classes for adults. Councilmember Kurtzweil asked if he ever visits the businesses on the south side of town. She was asked by some of the businesses on the south side of town asked her if they could meet with the economic director. Mr. Donohue stated he is always open to talk with any of the business owners. He further stated he will be going business to business again soon. Discussion was held regarding the photograph of 111/113 Lafayette. Councilmember Kennedy asked what time frame will the survey be ready for the local businesses. Mr. Donohue stated probably 2-4 weeks. Councilmember Kivell stated he would like everyone to know that Bob's door is always open for anyone that wants to come in to talk with him.

NEW BUSINESS

1. HRC Water CIP proposal

Mayor Pelchat stated there have been discussions with HRC regarding the Capital Improvement Plan for our utility systems. He stated there are recommendations for the 2019-2020 budget, but part of that is to first investigate the extent of the deficiencies in our systems. Jesse VanDeCreek and Roland Alix of HRC were present to discuss this topic and answer questions. Mr. VanDeCreek stated there are 4 elements in the CIP plan for the water treatment plant. He stated the last time the City undertook a major project at 4/22/19

the water plant was in 2000. He stated one of the elements is increasing water storage capacity. They noticed during peak periods in spring and summer, they are losing ground. They would like to maintain during peak times, and be prepared for such things as breaks, and fire responses. The concrete holding tank was constructed in 1980. In 2015 a leak was found near the lower ring of the concrete tank. A diver went into the tank to inspect the integrity of the tank and video-taped it. There was some fissuring in the tank, and the water was going into the wall. Afterwards, the fissures were then filled with epoxy from the outside. He stated the only way to really repair a tank is to take it out of service and repair it from the inside. We can salvage it and it can be in service for another 40 years. Mr. VanDeCreek stated it cannot be taken out of service for repairs without first installing a new one. The media inside of the horizontal pressure filter have not been replaced since 2001. They have not been inspected, that has to be done by the manufacturer or a 3rd party, it isn't something the City staff can do. They only last about 20 years, and we are coming up on that. The exterior of the tanks is not in good shape, over the years they have been painted with latex paint which is not the proper material. The materials are deteriorating. The condition of the nozzles and the trough systems need to be evaluated. When the plant was expanded in 2001, we had 2 of the induced draft aerators and bought a larger one. For budget reasons, we are only using 2. We now need to use it. We need to have the manufacturer come out and inspect them. The ground water in South Lyon passes over limestone and that makes for hard water. The induced draft aerators are the first defense of the hard water. Everything is there, but the equipment needs to be inspected. Mr. VanDeCreek stated based on the history and the condition to continue to give the residents of South Lyon with high quality water, we are asking to begin phase 1 of the CIP.

Councilmember Kennedy stated this is long overdue. He asked if the maintenance was done on the media in the pressure filters to extend the life of it. Ron Beason of the Water/Waste Water Plant stated the only maintenance that can be done is the backwashing and they do that every day. Mr. VanDeCreek stated when they do the backwash, they can see as it starts out as red, and after the back washing it comes out clear. There are controls to allow it to backwash automatically, but the City is being pro-active and doing it manually. Councilmember Kennedy stated if we are going out on a time-based frequency, we are overusing the equipment, rather than reacting to it on a condition basis. He further stated we could set the trip point lower before it gets clogged, but it seems we are using extra man power doing this, when it isn't necessary. Mr. VanDeCreek stated they are required to check them every day and that is part of their rounds. Councilmember Kennedy stated HRC has been involved with the plant for a long time. He further stated we have money in the budget for some Keiser blowers, which is manufactured in Germany. We bought 3 in 2015, and we keep buying them periodically. We have to buy them from the supplier because that is what fits in the footprint, because we didn't want to incur the cost of re-engineering for something that may be more cost effective. He asked if that is part of the evaluation. The cost of the blowers has gone up 40% since 2015. Mr. VanDeCreek stated they would look at that if Council authorized to do so. He stated the plant is 100% reliable on air, the blowers are the most heavy, high duty pieces of equipment. There will be significant challenges, but they could absolutely look at alternative equipment. Councilmember Kennedy stated the statement was made in 2015 that it would be very expensive to change the footprint, but at some point, the replacement cost of the fans will be higher than that cost of changing the footprint.

Councilmember Kivell asked if it is likely for the media to be changed. Mr. VanDeCreek stated the media has reached its useful life. Councilmember Kivell asked if the company that will be coming out is local. Mr. VanDeCreek stated the company is from Minnesota and they will have it completed in 2 days. Councilmember Kivell stated he likes the idea of checking the structural integrity, but it seems it would make sense to expect to change the media. Mr. VanDeCreek stated we most likely will. Councilmember Kurtzweil thanked HRC for being a consultant to the City. It is clear the City has not been vigilant in maintaining some issues with the water system. She further stated the issue with the horizontal pressure

filter system, the media is used in the filters and you don't repair the media, you replace it. Mr. VanDeCreek stated that is correct. He stated some media can be recharged. That is manganese green sand, when removing arsenic. South Lyon doesn't have arsenic. Councilmember Kurtzweil stated you will find arsenic around crops and apple trees. She asked if the filters were replaced in 2001, 10 years in would have been 2011, what is the time period when the filters should be examined, when do you become proactive instead of waiting so long in between. Mr. VanDeCreek stated the City is watching the backwashing on a daily basis. He stated they are watching the discharge to ensure it is clean. He further stated the media hasn't failed, but it expected to last 18-20 years. Councilmember Kurtzweil stated she was not pleased to see the paint on the exterior of the tanks were compromised. She stated someone did not know what they were doing when they were asked to paint them. This has been a weakness in the management of the City. We need top rate professionals so we can get these things on a schedule. She is disturbed the letter was issued to the City in 2015, and we are just now discussing this. The City needs to take a pro-active approach for the water plant. If the water rates need to be raised, then we have to raise them. The expenses will be in the millions of dollars. Councilmember Kennedy asked about the time frame for getting this plan going. Mr. VanDeCreek stated within the next 2 weeks. Councilmember Richards stated comparatively; South Lyon probably isn't the worst in hardness as other communities. He then asked them to look into where we fall with the range of feasibility with a price range. Mr. VanDeCreek stated they will be giving the City an engineering estimate for the cost of each element. He further stated they can also do an evaluation of the raw water that is brought in. He further stated this is a regional issue. All the groundwater heads south toward Ann Arbor, the surrounding communities will also have hard water. He further stated the system we have in South Lyon is the leanest, meanest most effective way of getting the iron out. Councilmember Kurtzweil stated the sooner we get the numbers, the better off we will be. We are just about to approve the budget, and she would like to know where the money will come from to pay for this. City Manager Zelenak stated we have already accounted for money in the 2019-2020 budget for the horizontal pressure filters, the potential of the new water storage tank, and other items as well. He stated we have money in the current years budget for a water & sewer rate analysis, so we can move forward identifying what our needs are short term and long term. He further stated the fee for the CIP will be paid for in the current years budget. Councilmember Walton stated she ran for Council because of the water plant and the water leaking into the park, and not being able to resurface the parking lot next to it. She would like to see this move quickly.

CM 4-5-19 MOTION TO APPROVE CIP

Motion by Walton, supported by Kurtzweil

Motion to approve the completion of the first four elements of the CIP in an amount not to exceed \$30,120.00

VOTE:

MOTION CARRIED UNANIMOUSLY

BUDGET

Councilmember Kurtzweil stated she was asked by many people what the vacation payout was for Lloyd Collins, and she believes it was approximately \$30,000. She then stated this is the reason why Council changed the use it or lose it rule. She stated that money could have gone towards the parks and recreation or the DDA. It is unfortunate South Lyon was behind the eight ball on that. Many communities around us made that change years ago. She further stated that she spoke with MERS and that money was included with his pension calculation which is called pension spiking. She further stated the taxpayers lost \$30,000 on a vacation buyout and they will also get hit on the enhanced pension when he begins

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collecting it. She is glad Council finally made that change so that will not happen again. Lloyd Collins did nothing wrong, he played by the rules, the City had this formula in place for decades. It should have been changed years ago. She further stated she hopes the new use it or lose it will generate revenue for the City because she believes the buyouts are over with.

MANAGER'S REPORT

City Manager Zelenak stated we are partnering with the library to bring photos in to display around town. We will have 30 photos that will be placed around town. The library is partnering with NASA for the pictures. They will be displayed throughout the summer.

City Manager Zelenak stated we will have additional discussion at the May 13th meeting for the budget. He further stated it will then be on the second meeting in May for it to be adopted.

City Manager Zelenak stated he is working on a development process so the public and businesses can look at a flow chart to reflect what needs to be done in the process.

City Manager Zelenak stated the SLARA and the Witch's Hat Summer Harvest Festival will be moved to next year. He will have more information on that at a later time.

City Manager Zelenak stated we applied for a grant for the purpose of installing a wheel chair swing at McHattie Park through the McLaren Brookside Way Mini Grant, which we were granted and he is picking up the check tomorrow morning.

City Manager Zelenak reminded everyone of Ladies Night which is May 10th from 5:00 p.m. – 9:00 p.m.

City Manager Zelenak stated in the current years budget there was \$25,000 to be paid to the schools for a school resource officer through the Oakland County Sheriff. He stated Council will have to decide if they want to continue that in next years budget.

Councilmember Parisien asked if we are keeping track of grants we are searching for and which ones we are obtaining. City Manager Zelenak stated we will be researching more grants. We sent a staff member to a two-day grant training through SEMCOG. He stated we can prepare how we are doing each year.

Councilmember Walton congratulated the City Manager on the grant for the wheel chair swing. She stated she mentioned it over a year ago, and she is very happy he moved forward with it. City Manager Zelenak stated he worked with the Parks and Recreation Commission as well as a resident on that grant. He further stated no matter the amount of the grants, helps us move forward with our long-range plans.

Councilmember Kivell asked if maybe we can get a tote board, it is important to show we are trying to get grants and which grants we are receiving.

PUBLIC COMMENT

Judy Keeling of 62180 Arlington Circle stated she is happy about the handicapped swing, that is a wonderful thing. Ms. Keeling stated Thomasville was supposed to have been finalized but it hasn't been on the agenda of the last 2 meetings. City Manager Zelenak stated it was removed from the agenda tonight and from the last agenda because they are working on specific details and they still haven't worked them out. They are attempting to make changes that will cause them to go before Planning and City Council again. The applicant is now looking at changing to Pulte as the developer.

COUNCIL COMMENTS

Councilmember Kennedy stated this past weekend was the 15th annual South Lyon Creek clean-up. Volunteers from the area Boy Scouts, Michigan Seamless Tube, the South Lyon DPW and Storm Water Planning Program as well as the South Lyon Water/Wastewater Department and Wellhead Protection Program. During the course of the day they retrieved 55-60 yards of debris from the various South Lyon waterways. This included 25 car and tractor tires, a 1980's console television, a 1950's style washing machine, three grocery carts and other items. Michigan Seamless Tube helped dispose of the debris and Belle Tire in New Hudson disposed of the tires with a generous discount. These items should not have been in the waterways so he encouraged everyone to dispose of their trash properly.

Councilmember Kennedy stated he on a related note, as the City's SEMCOG representative he attended a seminar at SEMCOG's headquarters last week that dealt with the interrelationship between storm water, wastewater and drinking water. One of the biggest issues facing many cities in the 7 county area in southeast Michigan deals with wastewater and the items that end up in the city drains. He emphasized that residents should never flush personal and baby wipes, facial tissue, condoms, tampons and sanitary products, cleaning wipes, dental floss, prescription and non-prescription drugs, cotton balls and swabs or cigarette butts. These items can collect in the sewers and clog pipes. In addition, all fats, oils and greases from cooking should be disposed of in the trash and not put down the drain. When they are put down the drain they tend to settle and solidify and reduce the flow in our city's waste system which can lead to backups in our resident's homes.

Councilmember Richards stated the creek clean-up was on the 13th. He stated he was the oldest, and the youngest was a 5 year-old girl. They had a total of 74 volunteers. There were 22 pizzas and 18 2 liters of pop consumed. The tube mill disposed of everything in their dumpsters. Nine Mile and Dixboro is normally the worst area, along with the Yerkes drain, Cemetery and Biggby Coffee. He stated the tube mill supplied colored vests and gloves. Suzan Martin gave all the information to WHMI radio as well as the newspapers. He stated he spoke with Dave Hall, the president of the union at the tube mill, and on the 20th, was their clean up. They go outside of the City, to places such as Lyon Township and Green Oak Township. They cleaned the Kroger lot by 8 Mile. He then thanked the tube mill for all their help. Councilmember Richards stated the next big clean-up day is May 5th. We will have gardening and historical clean up at the depot. He stated that will be organized by Larry Ledbetter.

Councilmember Richards stated 234 W Liberty was sold and closed on 3 weeks ago.

Councilmember Richards thanked everyone that helped him out while he was having health issues.

Councilmember Parisien stated the kick off meeting for the Wreaths Across America is on April 24 at 7:00 at the First Presbyterian Church and the event will be on December 14, 2019 at South Lyon Cemetery. She stated the goal for this year is to raise more funds to cover more servicemembers graves with wreaths. This is an important thing to have in our community, we need to honor our veterans both alive and passed.

Councilmember Parisien stated Ladies Night out is May 10 from 5:00 p.m. to 9:00 p.m. There are 10 businesses participating and the first 250 customers will get swag bags.

Councilmember Walton stated she wanted to remind everyone of the weekend of May 4th is the City-Wide Yard Sales. She stated the Salem South Lyon Library on that same weekend will have a shred event on Saturday from 10:00 to 2:00 p.m. There is a 4-box limit. Councilmember Walton reminded everyone of the Empty the Shelter weekend which is also the weekend of May 4th. It is sponsored by This Little Pet Foundation, and they will help with adoption fees. She further reminded everyone on Saturday

May 4th is the 5th annual Pint-Sized Marathon in McHattie Park. Councilmember Walton stated she has a comment to make regarding Senator Maureen Walsh's comment about nurses playing cards while working. Nurses are not sitting around playing cards, it was very disheartening for many people. That was a grossly inappropriate comment. She wants her to know nurses are taking care of your neighbors, your family and your community. They are there around the clock, through days, nights and holidays. That was the most offensive comment she has heard this year. Councilmember Walton stated she hopes that she will take some time and do her research, or volunteer at a hospital and see what actually happens.

Councilmember Kivell stated one of the consequences of having a consent agenda is some things get overlooked. He was hoping Deb and Doug Cook would have spoke during public comment. He stated the Lake Street Cruise-in 2019 will be on May 22, June 26th, July 24th, August 28th and September 25th. They are held on the 4th Wednesday of the month. Also, the Motorfest will be on Saturday July 27th. That will be a whole day event.

Councilmember Kurtzweil thanked everyone that volunteered for the 15th annual creek clean up. They removed trash from local creeks and streams. She thanked Larry Ledbetter and the employees at Michigan Seamless Tube, and as many people know, this event is a signature event for Carl Richards and he participates in it every year. She then thanked Ron Beason, the South Lyon area Boys Scouts, Cub Scouts and Ryan Lare.

Councilmember Kurtzweil thanked everyone that helped with the Kiwanis Easter Egg Scramble in Volunteer Park. It was a great event. She thanked Lyon Township Fire Department, as well as Oakland County Sheriff Department. She also thanked our Fire Department. She then thanked the South Lyon Police Department for attending and handing out badges, greeting parents and giving out things for bikes. The children and the parents definitely love our Police Department.

Councilmember Kurtzweil stated she has received complaints from senior communities that have signs up stating that they do not allow soliciting, and there are still people knocking on their doors, politicians and people selling windows. She asks that people respect their private property. Our senior community need to be cared for and strangers knocking on their doors is not welcoming. She will be speaking with our Police Department to check in with our senior communities to ensure people are not soliciting there.

Councilmember Kurtzweil stated she received a thank you letter from the Department of Veteran Affairs regarding a compliment she extended to one of their employees. The letter begins with "we are dealing with veterans, not dealing with procedures, we are dealing with their problems, not ours." She then thanked V.A employee Ronnie Fleming. She stated will never meet her, or shake her hand or give her a hug, but she stated Ms. Fleming is a dedicated public servant who knows her job extremely well and she is proud she is in Philadelphia and taking care of our veterans and their families.

Councilmember Kurtzweil stated last Christmas she and many of her friends donated money for the purchase of wreaths for the Arlington National Cemetery in Washington D.C. She stated she thinks she will be going down to Arlington in December to help place the wreaths on the graves. She stated she has visited Arlington National Cemetery in the past and it is an incredible site. She then thanked all veterans that have ever served in any war.

Councilmember Kurtzweil stated she hopes everyone had a joyful Easter and a peaceful Passover.

Mayor Pelchat stated it will be a great year to have the NASA photos in town considering this year will be the 50th anniversary of the Apollo 11 moon landing.

ADJOURNMENT

CM 4-5-19 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Walton

Motion to adjourn at 9:00 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor Dan Pelchat

City Clerk Lisa Deaton

DRAFT



CITY OF SOUTH LYON

Office of the Mayor

PROCLAMATION

Mayor

Daniel L. Pelchat

Council Members

Mary Parisien

Glenn Kivell

Rose Walton

Margaret J. Kurtzweil

Stephen Kennedy

Carl Richards

City Manager

Paul Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-0049

www.southlyonmi.org

WHEREAS, April 1, 2019 marks a milestone for South Lyon Cycle celebrating their 25th year in the City of South Lyon; and

WHEREAS, South Lyon Cycle has been family-owned by Gary and Mark Childs since its inception in 1994; and

WHEREAS, South Lyon Cycle has been voted one of the best bike shops and has been meeting the needs of cyclists from all over Southeast Michigan; and

WHEREAS, South Lyon Cycle has been an important, caring part of the community contributing to many causes and needs without hesitation; and

WHEREAS, in 1997 South Lyon Cycle was named Business of the Year by the local Chamber of Commerce; and

WHEREAS, in 1998 the Michigan Retailers Association honored them as the 1998 Michigan Retailer of the Year; and

WHEREAS, the owners of South Lyon Cycle have both served on the South Lyon DDA Board; and

NOW THEREFORE, I, Daniel L. Pelchat, Mayor of the City of South Lyon on behalf of the City Council and the entire community offer congratulations to South Lyon Cycle as they celebrate their 25th year in business and wish them many more years of success.

Daniel L. Pelchat, Mayor

Date

COUNTY EXECUTIVE DECLARATION

L. Brooks Patterson

Hereby Issues This Special Proclamation Designating

The Month of April 2019

as

Fair Housing Month in Oakland County, Michigan

WHEREAS the month of April 2019 marks the 51st anniversary of the signing of the federal Fair Housing Law under the Civil Rights Act of 1968; and

WHEREAS this landmark law along with other federal and state legislation broadens access to housing regardless of race, color, sex, national origin, age, marital status, religion, disability or family status; and

WHEREAS Fair Housing Month is designed to heighten people's awareness of their rights under the law when pursuing the purchase or rental of housing; and

WHEREAS the housing counselors of Oakland County's Community & Home Improvement Division are experts in fair housing laws and are ready to assist any individual or family to ensure their rights when purchasing or renting a home.

NOW THEREFORE LET IT BE KNOWN that I, L. Brooks Patterson, Oakland County Executive, do hereby authorize the issuance of this special proclamation designating April 2019 as Fair Housing Month in Oakland County, Michigan.



A handwritten signature in black ink, reading "L. Brooks Patterson", is written over a horizontal line.

L. Brooks Patterson
Oakland County Executive

05/08/2019 04:16 PM

User: lmosier

DB: South Lyon

REVENUE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 04/30/2019

Page: 1/1

FINANCIAL REPORT FOR APRIL 2019

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE		ACTIVITY FOR		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	04/30/2019	NORMAL (ABNORMAL)	MONTH 04/30/2019	INCREASE (DECREASE)	
Fund 101 - GENERAL FUND								
Revenues								
Dept 000.000								
101-000.000-402.000	REAL PROPERTY TAX	4,127,644.00		4,063,348.86		24,357.73	64,295.14	98.44
101-000.000-423.000	SOUTH LYON WOODS TAX	1,100.00		1,348.00		91.50	(248.00)	122.55
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	9,600.00		8,653.73		0.00	946.27	90.14
101-000.000-451.000	BUILDING PERMITS	175,000.00		313,148.25		84,923.00	(138,148.25)	178.94
101-000.000-452.000	HEATING & PLUMBS. REFG. PERMI	33,000.00		26,139.00		2,622.00	6,861.00	79.21
101-000.000-453.000	ELECTRICAL PERMITS	28,000.00		34,100.00		3,014.00	(6,100.00)	121.79
101-000.000-454.000	LICENSES & BUSINESS MISC.	3,000.00		2,644.00		315.00	356.00	88.13
101-000.000-570.000	STATE SHARED REV.	1,001,177.00		713,909.10		0.00	287,267.90	71.31
101-000.000-570.100	STATE REVS	119,000.00		97,833.79		0.00	21,166.21	82.21
101-000.000-600.000	BOARD OF APPEALS	0.00		900.00		0.00	(900.00)	100.00
101-000.000-600.100	REZONING FEES	0.00		350.00		100.00	(350.00)	100.00
101-000.000-630.000	ADMIN FEE PROPERTY TAX	95,000.00		95,047.75		622.97	(47.75)	100.05
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	37,000.00		30,245.09		1,720.00	6,754.91	81.74
101-000.000-642.000	POLICE	40,000.00		26,377.83		5,701.99	13,622.17	65.94
101-000.000-661.000	PARKING VIOLATION	750.00		605.00		10.00	145.00	80.67
101-000.000-662.000	LOCAL COURT FINES	30,000.00		17,789.27		0.00	12,210.73	59.30
101-000.000-664.000	INTEREST	5,500.00		24,399.47		2,648.49	(18,899.47)	443.63
101-000.000-664.200	PARK AND REC. INTEREST	0.00		1,232.91		147.79	(1,232.91)	100.00
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	0.00		411.90		40.68	(411.90)	100.00
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	140,000.00		108,303.11		15,189.89	31,696.89	77.36
101-000.000-668.300	LEASE--ANTENNA	42,000.00		37,826.38		3,498.40	4,173.62	90.06
101-000.000-668.400	RENTAL PROPERTIES	8,800.00		2,310.00		300.00	6,490.00	26.25
101-000.000-669.209	CONTRIBUTION-PERPETUAL CARE	50,000.00		42,851.00		42,851.00	7,149.00	85.70
101-000.000-673.000	SALES OF FIXED ASSETS	0.00		209.41		0.00	(209.41)	100.00
101-000.000-675.200	CONTRIBUTIONS-WINTER EVENTS	0.00		900.00		0.00	(900.00)	100.00
101-000.000-675.600	CULTURAL ARTS REVENUES	1,000.00		0.00		0.00	1,000.00	0.00
101-000.000-692.000	GRANT MONEY	0.00		1,000.00		1,000.00	(1,000.00)	100.00
101-000.000-698.000	MISCELLANEOUS	50,000.00		70,833.87		5,951.76	(20,833.87)	141.67
101-000.000-698.100	FIRE MISC.	0.00		375.00		375.00	(375.00)	100.00
101-000.000-698.200	PRIOR YEARS TAXES	4,500.00		8,015.56		1,260.30	(3,515.56)	178.12
101-000.000-698.210	WEDDING PROCEEDS	3,000.00		5,300.00		100.00	(2,300.00)	176.67
101-000.000-698.220	MMRMA DIVIDENDS	30,000.00		66,192.00		0.00	(36,192.00)	220.64
101-000.000-698.230	SMART CREDITS	13,000.00		0.00		0.00	13,000.00	0.00
101-000.000-698.600	GRANT MONIES--FIRE DEPT.	14,872.00		0.00		0.00	14,872.00	0.00
101-000.000-698.900	GRANT MONIES-CULTURAL ARTS	2,000.00		1,739.00		0.00	261.00	86.95
101-000.000-699.209	TRANSFER IN FROM CEMETERY FUN	0.00		0.00		(42,851.00)	0.00	0.00

PERIOD ENDING 04/30/2019

FINANCIAL REPORT FOR APRIL 2019

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR :		AVAILABLE	% BDGT USED
		AMENDED BUDGET	04/30/2019 NORMAL (ABNORMAL)	MONTH 04/30/2019 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND							
200.000 - ADMINISTRATION		1,402,836.00	1,137,171.38	146,095.99		265,664.62	81.06
276.000 - CEMETERY		118,640.00	80,652.51	6,935.67		37,987.49	67.98
295.000 - SENIOR TRANSPORTATION		78,926.00	65,558.00	6,577.00		13,368.00	83.06
300.000 - POLICE		2,778,149.00	2,202,253.64	196,779.93		575,895.36	79.27
335.000 - FIRE		655,041.00	429,122.58	30,304.73		225,918.42	65.51
346.000 - AMBULANCE		1,180.00	79.82	0.00		1,100.18	6.76
440.000 - DEPT. OF PUBLIC WORKS		739,412.00	595,979.61	56,814.77		143,432.39	80.60
690.000 - PARKS AND RECREATION		189,857.00	119,921.48	16,553.70		69,935.52	63.16
732.000 - HISTORICAL DEPOT		28,495.00	19,887.39	1,412.48		8,607.61	69.79
800.000 - CABLE COMMISSION		4,025.00	2,866.73	0.00		1,158.27	71.22
802.000 - CULTURAL ARTS		3,875.00	1,113.12	446.75		2,761.88	28.73
TOTAL EXPENDITURES		6,000,436.00	4,654,606.26	461,921.02		1,345,829.74	77.57
Fund 101 - GENERAL FUND:							
TOTAL EXPENDITURES		6,000,436.00	4,654,606.26	461,921.02		1,345,829.74	77.57

PERIOD ENDING 04/30/2019

FINANCIAL REPORT FOR APRIL 2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 04/30/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 04/30/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREETS						
212.000 - ACCOUNTANT		5,600.00	4,290.00	0.00	1,310.00	76.61
451.000		150,000.00	784.62	0.00	149,215.38	0.52
463.000 - STREET-ROUTINE MAINT.		184,500.00	121,746.99	8,322.57	62,753.01	65.99
474.000 - TRAFFIC SERVICES		26,070.00	5,021.98	448.54	21,048.02	19.26
478.000 - SNOW PLOWING		81,416.00	85,720.85	70.74	(4,304.85)	105.29
479.000 - SNOW REMOVAL		1,468.00	6,800.41	0.00	(5,332.41)	463.24
485.000 - TRANSFER BETWEEN FUNDS		168,162.00	0.00	0.00	168,162.00	0.00
491.000 - STORM SEWER		11,438.00	6,150.28	332.42	5,287.72	53.77
TOTAL EXPENDITURES		628,654.00	230,515.13	9,174.27	398,138.87	36.67
Fund 202 - MAJOR STREETS:						
TOTAL EXPENDITURES		628,654.00	230,515.13	9,174.27	398,138.87	36.67
Fund 203 - LOCAL STREETS						
212.000 - ACCOUNTANT		5,600.00	4,290.00	0.00	1,310.00	76.61
451.000		475,000.00	29,683.26	11,107.74	445,316.74	6.25
463.000 - STREET-ROUTINE MAINT.		171,279.00	109,656.63	8,088.13	61,622.37	64.02
474.000 - TRAFFIC SERVICES		7,603.00	2,634.15	265.91	4,968.85	34.65
478.000 - SNOW PLOWING		68,316.00	71,816.09	71.16	(3,500.09)	105.12
491.000 - STORM SEWER		17,363.00	5,783.46	333.31	11,579.54	33.31
TOTAL EXPENDITURES		745,161.00	223,863.59	19,866.25	521,297.41	30.04
Fund 203 - LOCAL STREETS:						
TOTAL EXPENDITURES		745,161.00	223,863.59	19,866.25	521,297.41	30.04

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 04/30/2019

FINANCIAL REPORT FOR APRIL 2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 04/30/2019		ACTIVITY FOR MONTH 04/30/2019 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 592 - WATER & SEWER								
540.000	- WATER / REPAIR	121,861.00	127,082.68		5,735.00	(5,221.68)		104.28
550.000	- SEWER / REPAIR	170,306.00	113,381.06		5,904.19	56,924.94		66.57
555.000	- REFUSE COLLECTION	534,240.00	427,094.78		42,786.26	107,145.22		79.94
556.000	- WATER	1,124,449.00	926,124.19		87,114.91	198,324.81		82.36
557.000	- WASTEWATER	1,258,733.00	941,052.70		94,897.71	317,680.30		74.76
TOTAL EXPENDITURES			2,534,735.41		236,438.07	674,853.59		78.97
Fund 592 - WATER & SEWER:								
TOTAL EXPENDITURES			2,534,735.41		236,438.07	674,853.59		78.97

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Bank 01 GEN FUND CHECKING					
04/11/2019	76353	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION DUES FOR APRIL 2019	664.00	Open
04/11/2019	76354	ARBOR SPRINGS WATER CO., INC.	WATER	6.50	Open
04/11/2019	76355	CORY ARMSTRONG	REIMBURSEMENT FOR WW D TEST	70.00	Open
04/11/2019	76356	AT&T	SERVICE PERIOD FROM 04/01/2019 - 04/30/	146.66	Open
04/11/2019	76357	AVAYA INC.*	DPW PHONE SYSTEM	8.19	Open
04/11/2019	76358	KRISPEN S. CARROLL	PAYROLL DEDUCTION CASE. NO. 17-57623-PJ	57.88	Open
04/11/2019	76359	CGS, INC.	FORKLIFT CERTIFICATION/TRAINING	1,408.00	Open
04/11/2019	76360	CITY OF SOUTH LYON	WATER BILLS FOR 335 S. WARREN, 461 WASH	458.68	Open
04/11/2019	76361	COACTIVE SYSTEMS COMPANY	SECURITY SYSTEM SERVICE CHARGE - REPLAC	1,410.00	Open
04/11/2019	76362	CONSUMERS ENERGY	214 W. LAKE STREET SERVICE PERIOD 03/05	335.29	Open
			219 WHIPPLE ST. SERVICE PERIOD 03/05/20	262.78	Open
			215 WHIPPLE ST. GENERATOR SERVICE PERIO	15.93	Open
			215 WHIPPLE ST. SERVICE PERIOD 03/05/20	413.00	Open
			318 W. LAKE ST. SERVICE PERIOD MARCH 5,	73.51	Open
				<u>1,100.51</u>	
04/11/2019	76363	DTE ENERGY	STREELIGHTS SERVICE PERIOD 03/01/2019 T	7,555.79	Open
04/11/2019	76364	GFL ENVIRONMENTAL USA	RESIDENTIAL SERVICES DATES 04/01/2019 -	42,786.26	Open
04/11/2019	76365	HIGHLAND TREATMENT INC.	MARCH 2019 WWTP ROUTINE	300.00	Open
04/11/2019	76366	MARTIN'S DO IT BEST	PVC PARTS FOR GEAR DRYER	150.20	Open
			KEY, KEY ACCESSORIES, FILTER	26.21	Open
			MARCH 2019 STATEMENT	1,424.45	Open
				<u>1,600.86</u>	
04/11/2019	76367	MICHIGAN STATE POLICE*	LIVESCAN FINGERPRINTING - MARCH 2019	2,890.25	Open
04/11/2019	76368	MISDU	PAYROLL DEDUCTION REMITTANCE ID#9129625	322.07	Open
04/11/2019	76369	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS TRAILER PARK TAX - MAR	457.50	Open
04/11/2019	76370	PETER'S TRUE VALUE HARDWARE	MARCH 2019 STATEMENT	557.94	Open
			BATTERIES FOR ALARMS	14.99	Open
			BOLTS TO REPAIR GARAGE	3.66	Open
			GEAR DRYER, BOLTS	5.35	Open
			GEAR DRYER STUFF	55.06	Open
			13 GAL. 49L WHITE CAN	16.99	Open
				<u>653.99</u>	
04/11/2019	76371	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTION DUES FOR APRIL 2019	584.82	Open
04/11/2019	76372	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION DUES FOR APRIL 2019	251.25	Open
04/11/2019	76373	PROVIDENCE OCCUPATIONAL	PRE-HIRE PHYSICAL EXAM - OFFICER J. JAC	359.00	Open
			NEW HIRE PHYSICAL - CEMETERY	131.00	Open
			HOPKINS & MAYER PHYSICAL	923.00	Open
				<u>1,413.00</u>	
04/11/2019	76374	ROAD COMMISSION FOR OAKLAND	COLD PATCH FOR POT HOLE REPAIR	832.83	Open
04/11/2019	76375	SAFEBUILT, LLC	PERMIT FEES & BUILDING TECH SERVICES -	41,442.75	Open

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04/11/2019	76376	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN #301149 PAYROLL TRANSFER	2,934.43	Open
04/11/2019	76377	VISITCOM SERVICES, INC.	IT SUPPORT SERVICES MONTHLY BILLING - M	2,736.05	Open
04/11/2019	76378	WINDSTREAM	CONTRACT PAYMENT - APRIL 2019	2,139.75	Open
04/11/2019	76379	SUSAN L. WINTERS	PAYROLL DEDUCTION FILE NO. 3-337227 - A	56.78	Open
04/11/2019	76380	WOW! BUSINESS	PARK SECURITY & CABLE SERVICE	94.97	Open
04/11/2019	76381	LARRY ZIRKLE	BAKER PARK ELECTRICAL REPAIR PANEL	85.00	Open
04/11/2019	76382	DTE ENERGY	SERVICE PERIOD 02/25/2019 - 03/25/2019	21,298.28	Open
04/11/2019	76383	DTE ENERGY	SERVICE PERIOD FEBRUARY 28, 2019 TO MAR	1,579.01	Open
04/11/2019	76384	CHRISTOPHER SOVIK	PETTY CASH REIMBURSEMENT	36.65	Open
04/18/2019	76385	ALLMAX SOFTWARE, INC	ANNUAL SUPPORT RENEWAL 05/01/2019 - 04/	880.00	Open
04/18/2019	76386	AMAZON CAPITAL SERVICES	PAPER	50.82	Open
			OFFICE SUPPLIES	185.63	Open
				236.45	
04/18/2019	76387	ARBOR SPRINGS WATER CO., INC.	WATER	38.50	Open
			5 GAL. ARTESIAN WATER	25.50	Open
				64.00	
04/18/2019	76388	BLUE CROSS BLUE SHIELD OF MICH	INSURANCE PREMIUMS - MAY 2019	2,129.29	Open
			INSURANCE PREMIUM - MAY 2019	35,841.81	Open
				37,971.10	
04/18/2019	76389	BUSCH'S	PLATES & POP	20.50	Open
04/18/2019	76390	CTB PLANNING	PLANNING CONSULTANT FEES	4,529.25	Open
04/18/2019	76391	CITY OF FARMINGTON*	USE OF GUN RANGE FOR FIREARMS QUALIFICA	125.00	Open
04/18/2019	76392	COMMUNICATIONS TECHNOLOGIES, INC.	WW & DPW MONTHLY PHONE MAINTENANCE 04/2	85.00	Open
04/18/2019	76393	CONSUMERS ENERGY	SERVICE PERIOD MARCH 5, 2019 - APRIL 02	1,968.12	Open
			SERVICE DATES 03/02/2019 - 04/01/2019	91.93	Open
				2,060.05	
04/18/2019	76394	CORRIGAN OIL CO.	GAS & DIESEL 03/06/2019 - 04/01/2019	7,310.82	Open
04/18/2019	76395	EMPLOYEE HEALTH INSURANCE MGMT	ADMIN & AGENT FEES - MARCH 2019	758.50	Open
			MEDICAL CLAIMS FUNDING - MARCH 2019	18,086.59	Open
				18,845.09	
04/18/2019	76396	NEC FINANCIAL SERVICES, LLC	WW & DPW PHONE SYSTEM MARCH & APRIL BIL	655.62	Open
04/18/2019	76397	OAKLAND COUNTY TREASURERS	CLEMIS MEMBERSHIP USAGE FEE, PARTICIPAT	4,065.25	Open
04/18/2019	76398	PEOPLE'S EXPRESS	MARCH 2019 TRANSPORTATION	6,577.00	Open
04/18/2019	76399	PURCHASE POWER	POSTAGE METER REFILL	445.00	Open
04/18/2019	76400	PRINTING SYSTEMS, INC.	ELECTION FORMS & SUPPLIES	30.03	Open
04/18/2019	76401	R.R.A.S.O.C.	HOUSEHOLD HAZARDOUS WASTE COLLECTION -	2,242.50	Open
04/18/2019	76402	ROBERT VOGEL	DINNER PROVIDED FOR TRAINING	91.33	Open
04/18/2019	76403	ROSATI, SCHULTZ, JOPPICH	CITY ATTORNEY RETAINER WORK PROFESSIONA	11,015.00	Open
			MICHIGAN TAX TRIBUNAL MATTERS FOR PROFE	1,148.10	Open

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				12,163.10	
04/18/2019	76404	SAFEBUILT, LLC	FEBRUARY 2019 PERMIT & TECH FEES	21,217.00	Open
04/18/2019	76405	SALEM-SOUTH LYON DISTRICT	SHARED COMMUNITY SHRED EVENT - MAY 2019	400.00	Open
04/18/2019	76406	TIMOTHY DAVIDS	REIMBURSEMENT FOR MILEAGE TO/FROM MIFMA	1,038.89	Open
04/18/2019	76407	WOW! BUSINESS	CITY HALL SERVICE PERIOD 04/06/2019 - 0	46.97	Open
			520 ADA SERVICE PERIOD 04/06/2019 - 05/	150.67	Open
				197.64	
04/25/2019	76408	21ST CENTURY LEARNING & CONSULTING	LEADERSHIP SEMINAR - SGT WITTROCK	300.00	Open
04/25/2019	76409	AMAZON CAPITAL SERVICES	PAINT	59.76	Open
			LOCKBOX/COFFEE	70.87	Open
				130.63	
04/25/2019	76410	ARBOR SPRINGS WATER CO., INC.	WATER	12.50	Open
04/25/2019	76411	BRAKI DOUGLAS	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76412	AUDRA BAKER	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76413	JARED BAKER	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76414	RONALD BARBOUR	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76415	BUSCH'S	SUPPLIES	89.37	Open
04/25/2019	76416	CARL RICHARDS	MONTHLY COUNCIL PAY - APRIL 2019	180.00	Open
04/25/2019	76417	KRISPEEN S. CARROLL	PAYROLL DEDUCTION CASE NO. 17-57623-PJS	57.88	Open
04/25/2019	76418	CE SOLUTIONS	2 YEAR UNLIMITED CEU PROGRAMS FOR 2 N	258.00	Open
04/25/2019	76419	LLOYD COLLINS	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76420	DANIEL PELCHAT	MONTHLY COUNCIL PAY - APRIL 2019	220.00	Open
04/25/2019	76421	MATTHEW EMERY	COUNCIL RECORDING - APRIL 22, 2019	75.00	Open
04/25/2019	76422	CHRISTOPHER FAUGHT	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76423	SEAN S. HOYDIE	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76424	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTION DUES - APRIL 2019	262.76	Open
04/25/2019	76425	JONATHAN SCHNEEMANN	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76426	GLENN KIVELL	MONTHLY COUNCIL PAY - APRIL 2019	180.00	Open
04/25/2019	76427	MARGARET KURTZWELL	MONTHLY COUNCIL PAY - APRIL 2019	180.00	Open
04/25/2019	76428	MISDU	PAYROLL DEDUCTION REMITTANCE ID#129625	322.07	Open
04/25/2019	76429	OAKLAND COUNTY TREASURERS	FRMS DEPARTMENT FEE QUARTERLY BILLING -	1,072.31	Open
04/25/2019	76430	MARY PARISTEN	MONTHLY COUNCIL PAY - APRIL 2019	180.00	Open
04/25/2019	76431	PRINCIPAL LIFE INSURANCE COMPANY	DENTAL & VISION INSURANCE - MAY 2019	5,458.57	Open
04/25/2019	76432	R.R.A.S.O.C.	HOUSEHOLD HAZARDOUS WASTE COLLECTION EV	97.50	Open
04/25/2019	76433	TIMOTHY RAAP	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76434	ROSE WALTON	MONTHLY COUNCIL PAY - APRIL 2019	180.00	Open
04/25/2019	76435	CHRISTOPHER SEDERLUND	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76436	CHRISTOPHER SOVIK	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76437	TONY SROUFE	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76438	STANDARD INSURANCE COMPANY	INSURANCE PREMIUM - MAY 2019	2,284.50	Open
04/25/2019	76439	STATE OF MICHIGAN**	SOR REGISTRATION - 03/31/2019	60.00	Open
04/25/2019	76440	STEPHEN KENNEDY	MONTHLY COUNCIL PAY - APRIL 2019	180.00	Open
04/25/2019	76441	TRAVIS STEVENS	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76442	JOHN TOMANEK	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76443	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN #301149 PAYROLL DEDUCTION	2,772.57	Open
04/25/2019	76444	TIMOTHY WALTON	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
04/25/2019	76445	MICHAEL WITTROCK	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open

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04/25/2019	76446	WOW! BUSINESS	INTERNET SERVICE - 04/12/2019 TO 05/11/ SERVICE PERIOD 04/16/2019 - 05/15/2019	710.00 11.55 <u>721.55</u>	Open Open
04/25/2019	76447	JAKE JACOBS	OFFICER'S CLEANING ALLOWANCE - APRIL 20	100.00	Open
05/02/2019	76448	AMAZON CAPITAL SERVICES	WORK GLOVES LADDER TRUCK FLAG	153.96 387.37 <u>541.33</u>	Open Open
05/02/2019	76449	ARBOR SPRINGS WATER CO., INC.	5 GAL. ARTESIAN WATER	25.50	Open
05/02/2019	76450	AT&T	SERVICE PERIOD APRIL 22, 2019 TO MAY 21	288.45	Open
05/02/2019	76451	AT&T MOBILITY	SERVICE PERIOD MARCH 20, 2019 TO APRIL	349.84	Open
05/02/2019	76452	CONSUMERS ENERGY	300 DOROTHY ST. SERVICE PERIOD 03/05/201 250 DOROTHY ST. - MARCH 05, 2019 - APRIL 300 DOROTHY ST. #B SERVICE PERIOD 03/05 23500 N. DIXBORO ROAD SERVICE PERIOD 03	81.71 89.98 201.25 2,143.61 <u>2,516.55</u>	Open Open Open Open
05/02/2019	76453	BOB DONOHUE	REIMBURSEMENT FOR NATIONAL MAIN STREET	247.12	Open
05/02/2019	76454	DTE ENERGY	23500 DIXBORO ROAD , 376 DOROTHY SERVIC	22,058.86	Open
05/02/2019	76455	DTE ENERGY	215 WHIPPLE ST. SERVICE PERIOD MARCH 22 318 W. LAKE SERVICE PERIOD FEBRUARY 21, 300 DOROTHY ST. SERVICE PERIOD MARCH 22 250 DOROTHY ST. SERVICE PERIOD MARCH 22 SERVICE PERIOD FEBRUARY 21, 2019 TO APR 219 WHIPPLE ST. SERVICE PERIOD 03/22/20 214 W. LAKE ST. SERVICE PERIOD 03/22/20	378.54 62.20 76.86 37.47 1,045.33 383.42 120.07 <u>2,103.89</u>	Open Open Open Open Open Open Open
05/02/2019	76456	DTE ENERGY	335 S. WARREN ST. SERVICE PERIOD MARCH	1,328.42	Open
05/02/2019	76457	MARTIN'S DO IT BEST	MARCH 2019 STATEMENT	82.68	Open
05/02/2019	76458	KEN MICHALIK	QUILT & FIBER ARTS POSTERS	62.77	Open
05/02/2019	76459	OAKLAND COMMUNITY COLLEGE/CREST	SIMUNITION INSTRUCTOR TRAINING - SGT. B	630.00	Open
05/02/2019	76460	PARKSIDE CLEANERS	4 X 10 RUG, 3 X 10 RUG 4 X 10 RUG, 3 X 10 RUG	43.00 43.00 <u>86.00</u>	Open Open
05/02/2019	76461	PATRICIA TIERNAN	MILEAGE REIMBURSEMENT TO/FROM MIGFOA "B	56.84	Open
05/02/2019	76462	JUDY PIEPER	EMPLOYEE MILEAGE REIMBURSEMENT TRIP TO/ APRIL 2019 STATEMENT	10.56 1,177.51	Open Open
05/02/2019	76463	PNC BANK	APRIL 2019 REMINDERS & SHUT OFF NOTICES	177.80	Open
05/02/2019	76464	POSTMASTER	(500) - DDA PROMOTION FOLDERS AND DESIG	784.75	Open
05/02/2019	76465	QUICK SILVER MARKETING SOLUTIONS	TRAFFIC SIGNAL MAINT. - MARCH 2019	183.52	Open
05/02/2019	76466	ROAD COMMISSION FOR OAKLAND			
05/02/2019	76467	SOUTH LYON COMMUNITY SCHOOLS	CONTRIBUTION FOR SCHOOL RESOURCE OFFICE	25,000.00	Open

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SENIOR CENTER PAYMENT				33,790.20	Open
				58,790.20	
05/02/2019	76468	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT 04/15/2019 - 05/15/2019	1,895.69	Open
05/02/2019	76469	BOB TREMTIERE	REIMBURSEMENT FOR PURCHASE OF 33 BOXWOOD	626.67	Open
05/02/2019	76470	VERIZON WIRELESS	SERVICE PERIOD MARCH 22, 2019 TO APRIL	77.81	Open
05/02/2019	76471	VISICOM SERVICES, INC.	IT SERVICES FOR JUNE 2019	2,793.21	Open
05/02/2019	76472	WOW! BUSINESS	SERVICE PERIOD APRIL 21, 2019 TO MAY 20	35.97	Open
05/09/2019	76473	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION DUES FOR MAY 2019	664.00	Open
05/09/2019	76474	CORY ARMSTRONG	MILEAGE REIMBURSEMENT FOR WASTEWATER EX	38.97	Open
05/09/2019	76475	BUSCH'S	SUPPLIES	12.97	Open
05/09/2019	76476	KRISPEN S. CARROLL	PAYROLL DEDUCTION CASE NO: 17-57623-PJS	57.88	Open
05/09/2019	76477	DTE ENERGY	STREETLIGHTS SERVICE PERIOD 04/01/2019	6,714.65	Open
05/09/2019	76478	DTE ENERGY	UTILITY BILL FOR SERVICE PERIOD 03/27/2	1,180.73	Open
05/09/2019	76479	HIGHLAND TREATMENT INC.	CONTRACTUAL AGREEMENT - APRIL 2019	300.00	Open
APRIL 2019 STATEMENT				12.71	Open
APRIL 2019 STATEMENT				344.28	Open
				356.99	
05/09/2019	76481	MICHIGAN STATE POLICE*	FINGERPRINT SUBMISSIONS VIA SLPD LIVE S	3,316.00	Open
05/09/2019	76482	MISDU	PAYROLL DEDUCTION REMITTANCE ID 9129625	322.07	Open
05/09/2019	76483	MICHAEL MORITZ	REIMBURSEMENT FOR CDL LICENSE RENEWAL	66.14	Open
05/09/2019	76484	NBC FINANCIAL SERVICES, LLC	MAY 2019 BILLING WW & DPW PHONE SYSTEM	177.81	Open
05/09/2019	76485	OAKLAND COUNTY TACTICAL TRAINING CO	ANNUAL TRAINING FEE JULY 1, 2018 TO JUN	250.00	Open
PETER'S TRUE VALUE HARDWARE				4.47	Open
TESTER, PLUG				18.28	Open
CHAINSAW REPAIR, LOCK SET				158.26	Open
STIHL 291				375.95	Open
				556.96	
05/09/2019	76487	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTION DUES FOR MAY 2019	584.82	Open
05/09/2019	76488	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION DUES FOR MAY 2019	251.25	Open
05/09/2019	76489	TIMOTHY DAVIDS	MARKET MANAGER FEES FOR APRIL 2019, GOC	970.90	Open
05/09/2019	76490	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT 03/15/2019 - 05/15/201	85.23	Open
05/09/2019	76491	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN #301149 PAYROLL DEDUCTION	2,809.98	Open
05/09/2019	76492	SUSAN L. WINTERS	PAYROLL DEDUCTION RE: FILE NO. 3-337227	146.97	Open
05/09/2019	76493	WOW! BUSINESS	PARK SECURITY & INTERNET SERVICE PERIOD	94.97	Open
01 TOTALS:					
Total of 141 Checks:				391,499.77	
Less 1 Void Checks:				100.00	
Total of 140 Disbursements:				391,399.77	

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Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-035.000	ENGINEERING FEES	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES FOR PERIOD ENDI	16,260.38	
		Total For Dept 000.000		16,260.38	
Dept 200.000 ADMINISTRATION					
101-200.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	73.56	
101-200.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES FOR PERIOD ENDI	492.80	
101-200.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING 05/01/2019 - 0	162.98	
101-200.000-863.000	VEHICLE MAINTENANCE	ALLIED INC.	VEHICLE LIFT INSPECTIONS	4.64	
		Total For Dept 200.000 ADMINISTRATION		733.98	
Dept 276.000 CEMETERY					
101-276.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	BATTERY, CORE & BULBS	3.40	
101-276.000-740.000	OPERATING EXPENSE	ALLIED INC.	VEHICLE LIFT INSPECTIONS	23.20	
101-276.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	MOWER BLADES & FUEL MIX	0.80	
101-276.000-740.000	OPERATING EXPENSE	BLUETARP CREDIT SERVICES	SHOP TOOLS	232.31	
101-276.000-740.000	OPERATING EXPENSE	O'REILLY AUTO PARTS	O2 SENSOR WRENCH	5.60	
101-276.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID, PAPER & SAFETY SUPPLIES, G	202.70	
101-276.000-740.000	OPERATING EXPENSE	SHARE CORPORATION	SHOP TOOLS	112.65	
101-276.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING 05/01/2019 - 0	81.49	
		Total For Dept 276.000 CEMETERY		662.15	
Dept 300.000 POLICE					
101-300.000-721.000	UNIFORMS & CLEANING ALLOWANCE	HURON VALLEY GUNS	SOFT BODY ARMOR - J. JACOBS	1,502.92	
101-300.000-740.000	OPERATING EXPENSE	DASH MEDICAL GLOVES	VITALGARD NITRILE EXAM GLOVES	87.80	
101-300.000-740.000	OPERATING EXPENSE	W4 SIGNS	DEPARTMENT LETTERHEAD & ENVELOPES, VE	399.00	
101-300.000-745.000	AMMUNITION	AERKO INTERNATIONAL MICH	CHEMICAL SPRAY	261.00	
101-300.000-745.000	AMMUNITION	KIESLER'S POLICE SUPPLY	AMMUNITION, VARIOUS CALIBER	3,262.70	
101-300.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING 05/01/2019 - 0	52.42	
101-300.000-853.000	TELEPHONE	CBTS	TRUBLESHOOT VOICE SERVICES - AVAYA	2,032.50	
101-300.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	VEHICLE LIFT INSPECTIONS	293.64	
101-300.000-863.000	VEHICLE MAINTENANCE	ALLIED INC.	VEHICLE LIFT INSPECTIONS	37.12	
101-300.000-863.000	VEHICLE MAINTENANCE	BADER & SONS CO.	MOWER BLADES & FUEL MIX	1.28	
101-300.000-863.000	VEHICLE MAINTENANCE	BLUETARP CREDIT SERVICES	SHOP TOOLS	46.37	
101-300.000-863.000	VEHICLE MAINTENANCE	HINES PARK FORD, INC.	SENSORS FOR PD #252	284.32	
101-300.000-863.000	VEHICLE MAINTENANCE	MID AMERICAN AEL	LIGHT BAR FOR PD 252	198.10	
101-300.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	O2 SENSOR WRENCH	8.96	
101-300.000-863.000	VEHICLE MAINTENANCE	SHARE CORPORATION	SHOP TOOLS	180.24	
101-300.000-863.000	VEHICLE MAINTENANCE	SOUTH LYON COLLISION	2014 FORD POLICE INTERCEPTOR WHEEL AL	89.95	
101-300.000-863.000	VEHICLE MAINTENANCE	TIRE WHOLESALERS COMPANY	TIRES FOR PD	587.20	
101-300.000-863.000	VEHICLE MAINTENANCE	VICTORY LANE	2014 FORD INTERCEPTOR OIL CHANGE	143.94	
101-300.000-931.000	BUILDING MAINTENANCE	COMPLETE BATTERY SOURCE	PARTS	33.92	
101-300.000-958.100	WITNESS FEES	SUZANNE MCCURDY	WITNESS FEES	6.00	
101-300.000-977.000	EQUIPMENT	AVID IDENTIFICATION SYST	AVID SYSTEMS CHIP READER, PET IDENTIF	362.42	
101-300.000-977.000	EQUIPMENT	HURON VALLEY GUNS	FIREARM REPAIR - REMINGTON SHOTGUN	96.00	
101-300.000-977.000	EQUIPMENT	REP FITNESS	FITNESS EQUIPMENT & SHIPPING	1,089.15	

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Fund 101 GENERAL FUND					
Dept 300.000 POLICE					
Dept 335.000 FIRE				11,056.95	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	ALLIE BROTHERS UNIFORMS	UNIFORM SILVER & GOLD SERVICE CROSS	18.00	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	GRAINGER	FIRE HOODS	106.68	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	PARKSIDE CLEANERS	CLEANING	2.95	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	WITHER PUBLIC SAFETY GRO	GLOVES	594.59	
101-335.000-727.000	OFFICE SUPPLIES	QUILL CORPORATION	KITCHEN STUFF	63.93	
101-335.000-740.000	OPERATING EXPENSE	GRAINGER	BROOM HANDLES	45.76	
101-335.000-740.000	OPERATING EXPENSE	QUILL CORPORATION	COFFEE, BINDER, PENS	78.84	
101-335.000-740.000	OPERATING EXPENSE	W4 SIGNS	1X4" 1MM PVC NAMETAG INSERTS	100.00	
101-335.000-802.000	CONTRACTUAL SVCS	CYNERGY PRODUCTS	QUARTERLY BILLING - APRIL, MAY AND JU	345.00	
101-335.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING 05/01/2019 - 0	52.41	
101-335.000-802.000	CONTRACTUAL SVCS	MCW PARTNERS, LLC	WATER COOLER	135.00	
101-335.000-820.000	COMPUTER	FIRE STATION CHECKLIST	MONTHLY SUBSCRIPTION SERVICE - MAY 20	100.00	
101-335.000-820.000	RADIO MAINTENANCE	A1 ENGRAVING & SIGNS, IN	PAGER ENGRAVING	30.00	
101-335.000-851.000	RADIO MAINTENANCE	LEAVITT COMMUNICATIONS	3 MINITORS	1,015.00	
101-335.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY, CORE & BULBS	17.40	
101-335.000-863.000	VEHICLE MAINTENANCE	ALLIED INC.	VEHICLE LIFT INSPECTIONS	27.84	
101-335.000-863.000	VEHICLE MAINTENANCE	BADER & SONS CO.	MOWER BLADES & FUEL MIX	0.96	
101-335.000-863.000	VEHICLE MAINTENANCE	BLUETARP CREDIT SERVICES	SHOP TOOLS	52.66	
101-335.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	LIGHT KIT FOR FD	49.23	
101-335.000-863.000	VEHICLE MAINTENANCE	HAROLD'S FRAME SHOP INC.	E-3 BROKEN FRAME AND SPRINGS	2,400.60	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	O2 SENSOR WRENCH	6.72	
101-335.000-863.000	VEHICLE MAINTENANCE	PREMIER SAFETY	CALIBRATION GAS	358.00	
101-335.000-863.000	VEHICLE MAINTENANCE	SHARE CORPORATION	SHOP TOOLS	135.18	
101-335.000-863.000	VEHICLE MAINTENANCE	BECKWAY DOOR	2 METAL DOORS AND LABOR TO INSTALL	2,980.00	
101-335.000-931.000	BUILDING MAINTENANCE	GRAINGER	BUILDING SUPPLIES	129.89	
101-335.000-931.000	BUILDING MAINTENANCE	K & C PAINTING	PAINTING NEW GARAGE DOOR X 2	250.00	
101-335.000-931.000	BUILDING MAINTENANCE	BOUND TREE MEDICAL, LLC	GLUCOSE TEST STRIPS FOR RESCUE 1	383.36	
101-335.000-977.000	EQUIPMENT	REP FITNESS	FITNESS EQUIPMENT & SHIPPING	1,089.15	
101-335.000-978.000	CAPITAL EQUIPMENT			10,569.15	
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	76.13	
101-440.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY.	CYLINDER RENTAL	116.71	
101-440.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	MOWER BLADES & FUEL MIX	329.67	
101-440.000-740.000	OPERATING EXPENSE	CORE & MAIN LP	BLUE TUBING FOR DPW	135.00	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID, PAPER & SAFETY SUPPLIES, G	422.50	
101-440.000-740.000	OPERATING EXPENSE	WEINGARTZ	MOWER BLADES	52.96	
101-440.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING 05/01/2019 - 0	547.40	
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY, CORE & BULBS	279.65	
101-440.000-863.000	VEHICLE MAINTENANCE	ALLIED INC.	VEHICLE LIFT INSPECTIONS	102.24	
101-440.000-863.000	VEHICLE MAINTENANCE	BADER & SONS CO.	MOWER BLADES & FUEL MIX	3.51	
101-440.000-863.000	VEHICLE MAINTENANCE	BLUETARP CREDIT SERVICES	SHOP TOOLS	180.65	

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CHECKS TO BE APPROVED 05/13/2019					
Fund 101 GENERAL FUND					
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-863.000	VEHICLE MAINTENANCE	FLASH GLASS LLC	WINDSHIELD REPLACEMENT T7	242.00	
101-440.000-863.000	VEHICLE MAINTENANCE	KNAPHEIDE TRUCK EQUIPMEN	PARTS FOR T7, T8, T3	3,360.11	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	O2 SENSOR WRENCH	483.05	
101-440.000-863.000	VEHICLE MAINTENANCE	SHAPE CORPORATION	SHOP TOOLS	494.29	
101-440.000-863.000	VEHICLE MAINTENANCE	TIRE WHOLESALERS COMPANY	TIRES FOR T-5	354.58	
101-440.000-931.000	BUILDING MAINTENANCE	LARRY ZIRKLE	TROUBLESHOOT ELECTRICAL PROBLEM IN SU	85.00	
101-440.000-935.000	NPDES PHASE 2 STORMWATER	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES FOR PERIOD ENDI	1,316.97	
101-440.000-957.000	EDUCATION & TRAINING	CGS, INC.	OSHA COMPLIANCE TRAINING	704.00	
101-440.000-974.000	LAND IMPROVEMENTS	MILARCH NURSERY, INC.	ARBOR DAY TREE	275.00	
101-440.000-974.000	LAND IMPROVEMENTS	NORMAN LANDSCAPERS, INC.	REMOVAL OF MAPLE TREE AND STUMP	915.00	
		Total For Dept 440.000 DEPT. OF PUBLIC WORKS		10,476.42	
Dept 690.000 PARKS AND RECREATION					
101-690.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID, PAPER & SAFETY SUPPLIES, G	240.96	
101-690.000-740.000	OPERATING EXPENSE	STONE DEPOT LANDSCAPE SU	LIME STONE AND CRUSHED CONCRETE FOR P	90.90	
101-690.000-740.000	OPERATING EXPENSE	ZERO WASTE USA, INC.	KEYS FOR DOG STATIONS	47.94	
101-690.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHNS @ PARK 03/06/2019 - 04/02	310.00	
101-690.000-930.000	REPAIR MAINTENANCE	MIRACLE RECREATION	PLAYGROUND EQUIPMENT	2,557.55	
101-690.000-930.000	REPAIR MAINTENANCE	TRI-COUNTY AQUATICS INC.	TRI-COUNTY AQUATICS INC.	93.45	
		Total For Dept 690.000 PARKS AND RECREATION		3,340.80	
Fund 203 LOCAL STREETS					
Dept 451.000					
203-451.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES FOR PERIOD ENDI	17,839.01	
		Total For Dept 451.000		17,839.01	
		Total For Fund 203 LOCAL STREETS		17,839.01	
Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
280-000.000-740.000	OPERATING EXPENSE	SOUTH LYON FENCE & SUPPL	DDA FARMER'S MARKET SIGN	173.63	
		Total For Dept 000.000		173.63	
		Total For Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY		173.63	
Fund 401 CAPITAL IMPROVEMENTS					
Dept 451.000					
401-451.000-802.000	CONTRACTUAL SVCS	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES FOR PERIOD ENDI	16,951.55	
		Total For Dept 451.000		16,951.55	
		Total For Fund 401 CAPITAL IMPROVEMENTS		16,951.55	
Fund 592 WATER & SEWER					
Dept 540.000 WATER / REPAIR					

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Fund 592 WATER & SEWER					
Dept 540.000 WATER / REPAIR					
592-540.000-930.000	REPAIR MAINTENANCE	USA BLUE BOOK	CURB BOX AUGER	201.53	
		Total For Dept 540.000 WATER / REPAIR		201.53	
Dept 555.000 REFUSE COLLECTION					
592-555.000-818.100	REFUSE COLLECTION (CONTRACTUAL)	GFL ENVIRONMENTAL USA	RESIDENTIAL SERVICE DATES 05/01/2019	42,786.26	
		Total For Dept 555.000 REFUSE COLLECTION		42,786.26	
Dept 556.000 WATER					
592-556.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	46.91	
592-556.000-727.000	OFFICE SUPPLIES	USA BLUE BOOK	INTERNET OFFICE SERVICE UPS 550 VA 8	57.88	
592-556.000-727.000	OPERATING EXPENSE	BABCOCK LABORATORIES	WATER TESTING	1,340.00	
592-556.000-740.000	OPERATING EXPENSE	ELFORN ENGINEERING COMPA	PHOSPHATE	3,700.00	
592-556.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	312.51	
592-556.000-740.000	OPERATING EXPENSE	JCI JONES CHEMICALS INC.	CHLORINE	1,072.50	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER ANALYSIS	200.00	
592-556.000-740.000	OPERATING EXPENSE	PVS NOLWOOD CHEMICALS	FLUORIDE	820.80	
592-556.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID, PAPER & SAFETY SUPPLIES	97.47	
592-556.000-740.000	OPERATING EXPENSE	SCALETRON INDUSTRIES, LT	REPLACE HARDWARE FOR CHLORINE SCALE	79.33	
592-556.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES FOR PERIOD ENDI	77.00	
592-556.000-802.000	CONTRACTUAL SVCS	BADGER METER INC.	BEACON TRANSPONDER MAINTENANCE FEE	205.00	
592-556.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING 05/01/2019 - 0	52.42	
592-556.000-802.000	CONTRACTUAL SVCS	METTLER-TOLEDO, LLC	FULL PREVENTATIVE MAINTENANCE ONSITE	194.95	
592-556.000-820.000	COMPUTER	VISICOM SERVICES, INC.	COMPUTERS	1,045.32	
592-556.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY, CORE & BULBS	6.12	
592-556.000-863.000	VEHICLE MAINTENANCE	ALLIED INC.	VEHICLE LIFT INSPECTIONS	41.76	
592-556.000-863.000	VEHICLE MAINTENANCE	BADER & SONS CO.	MOWER BLADES & FUEL MIX	1.44	
592-556.000-863.000	VEHICLE MAINTENANCE	BLUETARP CREDIT SERVICES	SHOP TOOLS	73.98	
592-556.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	O2 SENSOR WRENCH	10.08	
592-556.000-863.000	VEHICLE MAINTENANCE	SHARE CORPORATION	SHOP TOOLS	203.96	
592-556.000-900.000	PRINTING	QUICK SILVER MARKETING S	CROSS CONNECTION INSPECTION SHEETS	63.83	
592-556.000-931.000	BUILDING MAINTENANCE	PEERLESS MIDWEST, INC.	REPAIR AND SERVICE ON HIGH/LOW SERVIC	26,378.00	
592-556.000-931.000	BUILDING MAINTENANCE	UIS SCADA, INC.	EVALUATE WELL #6 & #4	2,263.71	
592-556.000-957.000	EDUCATION & TRAINING	CGS, INC.	OSHA COMPLIANCE TRAINING	308.00	
592-556.000-970.000	CAPITOL IMPROVEMENTS	BADGER METER INC.	3/4", 1-1/2", 1" & 2" METER HEADS	11,079.68	
		Total For Dept 556.000 WATER		49,732.65	
Dept 557.000 WASTEWATER					
592-557.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	46.92	
592-557.000-727.000	OFFICE SUPPLIES	USA BLUE BOOK	INTERNET OFFICE SERVICE UPS 550 VA 8	57.88	
592-557.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	BATTERY FOR GOLF CART (WW USE)	160.11	
592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	38.91	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, L.L	WW ANALYSIS	82.50	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	122.70	
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	HOSE CLAMPS	134.18	
592-557.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	312.51	

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Fund 592 WATER & SEWER					
Dept 557.000 WASTEWATER					
592-557.000-740.000	OPERATING EXPENSE	HAVILAND PRODUCTS COMPAN	ALUMINUM SULFATE	4,620.70	
592-557.000-740.000	OPERATING EXPENSE	NCL OF WISCONSIN, INC.	LAB SUPPLIES	584.71	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WASTEWATER ANALYSIS	443.00	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID, PAPER & SAFETY SUPPLIES	97.47	
592-557.000-740.000	OPERATING EXPENSE	REPUBLIC SERVICES #241	PLANT SCREEN REMOVAL	1,092.50	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	433.35	
592-557.000-740.000	OPERATING EXPENSE	VWR INTERNATIONAL LLC	LAB SUPPLIES	34.27	
592-557.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES FOR PERIOD ENDI	932.40	
592-557.000-802.000	CONTRACTUAL SVCS	BADGER METER INC.	BEACON TRANSPONDER MAINTENANCE FEE	205.00	
592-557.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING 05/01/2019 - 0	52.41	
592-557.000-802.000	CONTRACTUAL SVCS	METTLER-TOLEDO, LLC	FULL PREVENTATIVE MAINTENANCE ONSITE	194.94	
592-557.000-820.000	COMPUTER	VISICOM SERVICES, INC.	COMPUTERS	1,045.32	
592-557.000-931.000	BUILDING MAINTENANCE	CARLSON-DIMOND & WRIGHT,	V-BELT FOR DIGESTER BLDG. BLOWERS	68.73	
592-557.000-931.000	BUILDING MAINTENANCE	FERGUSON ENTERPRISES	PVC PIPE FOR BASEMENT REPAIR AND CRED	696.99	
592-557.000-931.000	BUILDING MAINTENANCE	GRAINGER	TIME DELAY FUSES FOR TERTIARY U.V. CO	100.80	
592-557.000-931.000	BUILDING MAINTENANCE	KROFF MECHANICAL SERVICE	GARAGE, DEWATERING & DIGESTER REPAIRS	2,697.26	
592-557.000-931.000	BUILDING MAINTENANCE	UTILITIES INSTRUMENTATIO	SERVICES RENDERED AT WWTP	320.00	
592-557.000-931.000	BUILDING MAINTENANCE	XYLEM WATER SOLUTIONS US	WEDECO SPIDERS	668.18	
592-557.000-957.000	EDUCATION & TRAINING	CGS, INC.	OSHA COMPLIANCE TRAINING	308.00	
592-557.000-970.000	CAPITOL IMPROVEMENTS	APPLIED INDUSTRIAL TECHN	AERATION BASIN AIR HOSE	1,821.00	
592-557.000-970.000	CAPITOL IMPROVEMENTS	BADGER METER INC.	3/4", 1-1/2", 1" & 2" METER HEADS	11,079.67	
592-557.000-970.000	CAPITOL IMPROVEMENTS	UIS SCADA, INC.	TROUBLESHOOT FLOATS/TROUBLESHOOT UV S	834.00	
592-557.000-977.000	EQUIPMENT	GRAINGER	FUSES FOR AERATION BASIN EFFLUENT VAL	123.95	
592-557.000-977.000	EQUIPMENT	USA BLUE BOOK	DOUBLE HEAD PUMP FOR BLOWER BLDG	779.53	
Total For Dept 557.000 WASTEWATER				30,189.89	
Total For Fund 592 WATER & SEWER				122,910.33	

05/09/2019 09:45 AM
User: PATRICIA
DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
EXP CHECK RUN DATES 05/13/2019 - 05/13/2019
JOURNALIZED
OPEN

Page: 6/6

CHECKS TO BE APPROVED 05/13/2019

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	53,099.83	
			Fund 203 LOCAL STREETS	17,839.01	
			Fund 280 DOWNTOWN DEVE	173.63	
			Fund 401 CAPITAL IMPRO	16,951.55	
			Fund 592 WATER & SEWER	122,910.33	
			Total For All Funds:	210,974.35	

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

April 2019 Payroll Report								
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Administration								
Brandon, C.	15.8700	90.50		\$ -	\$ -		\$ -	
Deaton, L.				\$ 1,436.24	\$ -		\$ 1,436.24	
Donohue, R.				\$ 5,172.18		\$ 25.60	\$ 5,197.78	COLA
Gotham, D.	17.8100	14.00		\$ 249.34	\$ -	\$ 25.60	\$ 274.94	COLA
Lanning, W.	12.0000	23.50		\$ 282.00			\$ 282.00	
Mosier, L.				\$ 4,956.96		\$ 25.60	\$ 4,982.56	COLA
Pieper, Judy	19.5300	160.00	2.00	\$ 3,124.80	\$ 58.59	\$ 26.28	\$ 3,209.67	COLA
Tieman, P.	19.6200	78.25		\$ 1,535.27			\$ 1,535.27	
Zelenak, Paul				\$ 7,692.32		\$ 25.60	\$ 7,717.92	COLA
TOTAL: Administration		366.25	2.00	\$ 29,974.10	\$ 58.59	\$ 128.68	\$ 30,161.37	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Cemetery								
Brannun, L.	13.2500	31.00		\$ 410.75			\$ 410.75	
Lemke, John N.	12.4600	34.00		\$ 423.64			\$ 423.64	
Merritt, J.	12.4600	34.00		\$ 423.64			\$ 423.64	
Wauford, S.	12.4600	34.00		\$ 423.64			\$ 423.64	
Wedesky, J. W.	12.4600	22.00		\$ 274.12			\$ 274.12	
Williamson, N.	12.4600	26.00		\$ 323.96			\$ 323.96	
TOTAL: Cemetery		181.00	0.00	\$ 2,279.75	\$ 0.00	\$ 0.00	\$ 2,279.75	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Police								
Baaki, D.	40.7404	172.00	5.00	\$ 7,007.35	\$ 311.32	\$ 28.20	\$ 7,346.87	COLA
Baker, A.	34.6077	172.00	13.50	\$ 5,952.52	\$ 716.38	\$ 27.05	\$ 6,695.96	COLA
Baker, J.	37.7226	168.00	28.00	\$ 6,337.40	\$ 1,618.66	\$ 29.25	\$ 7,983.31	COLA
Barbour, R.	34.6077	172.00	9.50	\$ 5,952.52	\$ 502.07	\$ 28.53	\$ 6,483.12	COLA
Faught, C.	37.7226	172.00	20.00	\$ 6,488.29	\$ 1,150.43	\$ 28.63	\$ 7,667.35	COLA
Hoydic, S.	34.6077	164.00		\$ 5,675.66	\$ -	\$ 28.90	\$ 5,704.56	COLA
Jacobs, J.	22.7572	164.00	7.00	\$ 3,732.18	\$ 238.95		\$ 3,971.13	
Kelley, W.	10.0000	68.00		\$ 680.00			\$ 680.00	
Krettlin, F.	12.0000	24.00		\$ 288.00			\$ 288.00	
Krettlin, F.	18.1100	14.00		\$ 253.54			\$ 253.54	
Laraway, P.	18.1100	14.00		\$ 253.54			\$ 253.54	
Ley, K.	18.1100	14.00		\$ 253.54			\$ 253.54	
Morris, Carlie	11.3300	88.50		\$ 1,002.71			\$ 1,002.71	
Raap, T.	34.6077	172.00	6.00	\$ 5,952.52	\$ 317.09	\$ 26.75	\$ 6,296.37	COLA
Salyers, B.	18.8700	160.00	9.50	\$ 3,019.20	\$ 268.90	\$ 26.85	\$ 3,314.95	COLA
Schneemann, J.	22.7572	164.00	16.00	\$ 3,732.18	\$ 546.17	\$ 26.85	\$ 4,305.20	COLA
Sederlund, C.	37.7226	164.00	16.00	\$ 6,186.51	\$ 923.80	\$ 32.05	\$ 7,142.36	COLA
Sovik, C.				\$ 7,423.08		\$ 28.05	\$ 7,451.13	COLA
Sroufe, T.	34.6077	164.00	21.00	\$ 5,675.66	\$ 1,114.37	\$ 1,629.20	\$ 8,419.24	Longevity & COLA
Stevens, T.	34.6077	164.00	7.00	\$ 5,675.66	\$ 369.95	\$ 28.00	\$ 6,073.61	COLA
Tomanek, J.	34.6077	172.00	3.50	\$ 5,952.52	\$ 185.73	\$ 29.13	\$ 6,167.38	COLA
Walton, T.	34.6077	164.00	26.00	\$ 5,675.66	\$ 1,374.07	\$ 28.83	\$ 7,078.57	COLA
Wilcox, W.	18.1100			\$ -	\$ -		\$ -	
Wittrock, M.	37.7226	172.00	12.00	\$ 6,488.29	\$ 690.26	\$ 29.53	\$ 7,208.07	COLA
Total: Police		2902.60	200.00	\$ 99,658.54	\$ 10,326.16	\$ 2,055.80	\$ 112,040.50	
<i>*Please note 2 pay periods in the month of April 2019</i>								

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Fire								
Armstrong, C.	22.8400	46.50		\$ 1,062.06			\$ 1,062.06	
Conrad, C.	19.1100	79.00		\$ 1,509.69			\$ 1,509.69	
D'Ambrosio, A.	9.4500	68.00		\$ 642.60			\$ 642.60	
Dobrick, Z.	15.6400	11.25		\$ 175.95			\$ 175.95	
Fudala, J.	9.4500	28.75		\$ 252.79			\$ 252.79	
Good, A.	15.6400	14.25		\$ 222.87			\$ 222.87	
Hopkins, N.	9.4500	26.50		\$ 250.43			\$ 250.43	
Laitinen, D.	15.6400	93.50		\$ 1,462.34			\$ 1,462.34	
Madsen, W.	15.6400	35.00		\$ 547.40			\$ 547.40	
Matthews, A.	21.6400	38.75		\$ 838.55			\$ 838.55	
Mayer, D.	9.4500	36.25		\$ 342.56			\$ 342.56	
McGahan, K.	18.0400	117.75		\$ 2,124.21			\$ 2,124.21	
McGillen, T.	18.0400	20.50		\$ 369.82			\$ 369.82	
McGowan, C.	15.6400	8.75		\$ 136.85			\$ 136.85	
Moynihan, B.	21.6400	53.95		\$ 1,167.48			\$ 1,167.48	
Nielsen, S.	9.4500	19.50		\$ 184.28			\$ 184.28	
Noechel, J.	18.0400	62.25		\$ 1,122.99			\$ 1,122.99	
Olando, M.	19.1100	20.25		\$ 386.98			\$ 386.98	
Tooman, B.	18.0400	114.70		\$ 2,069.19			\$ 2,069.19	
Vliet, A.	16.8300	17.00		\$ 286.11			\$ 286.11	
Vogel, R.				\$ 2,779.80			\$ 2,779.80	
Weir, M.	24.0500	63.25		\$ 1,521.16			\$ 1,521.16	
Wilson, T.	21.6400	21.75		\$ 470.67			\$ 470.67	
				\$ -			\$ -	
Total: Fire		995.40		\$ 19,926.77		\$ -	\$ 19,926.77	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
D.P.W.								
Abramowicz, J.	23.8700	160.00		\$ 3,819.20	\$ -	\$ 118.55	\$ 3,937.75	COLA & On-Call
Archey, Je.	25.0700	160.00		\$ 4,011.20	\$ -	\$ 30.60	\$ 4,041.80	COLA
Brock, R.	26.6300	160.00	25.50	\$ 4,260.80	\$ 1,048.05	\$ 568.80	\$ 5,877.65	COLA & On-Call
Buers, D.	24.8500	160.00		\$ 3,976.00	\$ -	\$ 27.10	\$ 4,003.10	COLA
Dental, F.	24.6700	160.00	6.50	\$ 3,947.20	\$ 243.82	\$ 31.18	\$ 4,222.20	COLA
Jamison, M.	20.0100	160.00		\$ 3,201.60	\$ -	\$ 25.60	\$ 3,227.20	COLA
Moritz, M.	23.4700	160.00		\$ 3,755.20	\$ -	\$ 26.70	\$ 3,781.90	COLA
Paver, V.	23.0700	160.00	0.50	\$ 3,691.20	\$ 17.67	\$ 27.78	\$ 3,736.65	COLA
Plasecki, T.	23.0700	160.00		\$ 3,691.20	\$ -	\$ 29.78	\$ 3,720.98	COLA
Race, J.	22.5700	160.00	9.50	\$ 3,611.20	\$ 321.62	\$ 342.90	\$ 4,275.72	COLA & On-Call
Valencia, A.	22.1700	160.00	6.50	\$ 3,547.20	\$ 216.16	\$ 342.58	\$ 4,105.94	COLA & On-Call
Total: D.P.W.		1,760.00	48.50	\$ 41,512.00	\$ 1,847.31	\$ 1,571.57	\$ 44,930.88	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
W.& W.W.								
Armstrong, C.	23.3300	160	5.50	\$ 3,732.80	\$ 192.47	\$ 340.60	\$ 4,265.87	COLA & On-Call
Beason, R.	30.6800	160	9.50	\$ 4,908.80	\$ 448.12	\$ 341.93	\$ 5,698.85	COLA & On-Call
Blankstrom, D.	21.7600	160	4.00	\$ 3,481.60	\$ 130.56	\$ 342.20	\$ 3,954.36	COLA & On-Call
Ciaramitaro, J.	26.9600	160	16.00	\$ 4,313.60	\$ 662.08	\$ 378.04	\$ 5,353.72	COLA & On-Call
DeHoff, T.	12.0000	95.5		\$ 1,146.00			\$ 1,146.00	
Erdmann, Kevin	24.0300	160		\$ 3,844.80	\$ -	\$ 26.98	\$ 3,871.78	COLA
Gehring, D.	27.4600	160	6.00	\$ 4,393.60	\$ 251.46	\$ 446.35	\$ 5,091.41	COLA & On-Call
Lawrence, E.	17.2700	160		\$ 2,783.20		\$ 25.60	\$ 2,788.80	COLA
Popravsky, P.	22.2000	160		\$ 3,552.00	\$ -	\$ 25.60	\$ 3,577.60	COLA
Total: W.& W.W.		1375.50	41.00	\$ 32,136.40	\$ 1,684.69	\$ 1,927.30	\$ 35,748.39	
Grand Total		7,580.65	291.50	\$ 225,487.56	\$ 13,916.75	\$ 5,683.35	\$ 245,087.66	
<i>*Please note 2 pay periods in the month of April 2019</i>								

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

April 10, 2019

City of South Lyon
Attn: Lisa Deaton, Clerk/Treasurer
335 S. Warren Street
South Lyon, MI 48178

Invoice # 1071981

In Reference To: Michigan Tax Tribunal Matters

Professional Services Rendered Through March 31, 2019

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>Colonial Acres/Docket 18-1007</u>			
3/13/2019	SSM Receipt/review of Reply to Response to Motion to Extend; Telephone conference with Tax Tribunal regarding same	0.90 150.00/hr	135.00
	SSM Receipt/review of proposed order from Michigan Tax Tribunal and correspondence from Michigan Tax Tribunal regarding same; Note to file	0.40 150.00/hr	60.00
	SSM Receipt/review of final Order Striking Petitioner's Reply; Correspondence regarding same	0.30 150.00/hr	45.00
3/15/2019	SSM Receipt/review of Order Granting Extension; Memo regarding same	0.70 150.00/hr	105.00
3/20/2019	SSM Receipt/review of Petitioner's Appraisal and Prehearing Statement	0.80 150.00/hr	120.00
	SSM Correspondence to OCED regarding Petitioner's Appraisal and Prehearing Statement	0.30 150.00/hr	45.00

Rosati, Schultz, Joppich & Amtsbuechler, P.C.

			<u>Hrs/Rate</u>	<u>Amount</u>
3/20/2019	SSM	Preparation of discovery requests regarding appraisal	0.80 150.00/hr	120.00
	SSM	Correspondence to Petitioner's representative	0.40 150.00/hr	60.00
3/22/2019	SSM	Receipt/review of Order; Correspondence regarding same	0.30 150.00/hr	45.00
3/28/2019	SSM	Review of file; Email to OCED regarding status of valuation revisions; Note to file	0.30 150.00/hr	45.00
3/29/2019	SSM	Receipt/review of revised Valuation Disclosure from OCED; Compare to prior Valuation Disclosure	0.60 150.00/hr	90.00
	SSM	Preparation of Amended Prehearing Statement and prepare Amended Valuation Disclosure for filing	0.70 150.00/hr	105.00
	SSM	Analysis regarding Order Denying Motion to Withhold; Correspondence regarding service of original Valuation Disclosure	0.40 150.00/hr	60.00
Subtotal:			[6.90	1,035.00]
For professional services rendered			6.90	\$1,035.00

Additional Charges :

		<u>Qty/Price</u>	
<u>Colonial Acres/Docket 18-1007</u>			
3/29/2019	Photocopies - Valuation Disclosure	524 0.20	104.80
	Postage - Valuation Disclosure	1 8.30	8.30

	<u>Qty/Price</u>	<u>Amount</u>
Subtotal:		[113.10]
Total additional charges		\$113.10
Total amount of this bill		\$1,148.10
Previous balance		\$2,787.00
3/21/2019 Payment - thank you. Check No. 76255		(\$2,787.00)
Balance due		\$1,148.10

Please include your Invoice Number on your payment. Thank you.

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

April 10, 2019

City of South Lyon
Attn: Lisa Deaton, Clerk/Treasurer
335 S. Warren Street
South Lyon, MI 48178

Invoice # 1071982

In Reference To: City Attorney Retainer Work

Professional Services Rendered Through March 31, 2019

		<u>Hours</u>
	<u>City Council</u>	
3/11/2019	TSW Prepare for Council meeting, review letter to Council on First Amendment, review Board of Ethics recommendation, review materials cited by Board of Ethics, review applicable rules and Open Meetings Act issues	2.30
	TSW Attend Council meeting	1.30
3/25/2019	TSW Preparation for Council meeting and review agenda items	0.90
	TSW Attend Council meeting	1.50
	SUBTOTAL:	<hr/> [6.00]

Rosati, Schultz, Joppich & Amtsbuechler, P.C.

			<u>Hours</u>
<u>District Court Prosecutions</u>			
3/5/2019	SGM	Prosecute morning docket of Pretrials	4.00
3/7/2019	CDS	Telephone conference with client, John Tomanek (██████)	0.20
3/8/2019	CDS	Receipt/review of Judge Law's 3/12/19 updated docket	0.20
	CDS	Receipt/review correspondence from J. MacDonald (██████████████████)	0.20
3/11/2019	CDS	Receipt/review of Judge Law's updated 3/12/19 dockets	0.20
	CDS	Review files for 3/12/19 docket	0.30
3/12/2019	CDS	Preparation of Subpoenas to Officers, victim and witness (██████)	0.30
	CDS	Prosecute morning docket	3.40
	CDS	Receipt/review of Clearance (██████)	0.20
	CDS	Telephone conference with client, J. Tomanek (██████)	0.10
	CDS	Preparation of Witness List (██████)	0.30
3/13/2019	CDS	Receipt/review of Notice to Appear (██████)	0.20
3/19/2019	CDS	Receipt/review of Notice to Appear (██████████)	0.20

			<u>Hours</u>
3/19/2019	CDS	Prosecute morning docket	3.00
	CDS	Receipt/review of Warrant Request ([REDACTED])	0.50
3/20/2019	CDS	Receipt/review of Judge Law's 3/26/19 dockets	0.20
	CDS	Correspondence to South Lyon Police Department regarding Complaint and Warrant ([REDACTED])	0.20
	CDS	Receipt/review Notice to Appear ([REDACTED])	0.20
	CDS	Telephone conference with client, with John Tomanek ([REDACTED])	0.20
	CDS	Receipt/review Request for Discovery and Appearance ([REDACTED])	0.20
	CDS	Telephone conference with client, with J. Tomanek	0.20
	CDS	Telephone conference with client, J. Tomanek ([REDACTED])	0.20
3/22/2019	CDS	Correspondence to South Lyon Police Department and defense counsel regarding discovery ([REDACTED])	0.20
	CDS	Receipt/review of Notice to Appear ([REDACTED])	0.20
3/25/2019	CDS	Receipt/review of Judges Bondy and Law's updated 3/26/19 docket	0.20
3/26/2019	CDS	Prosecute morning docket	3.50

		<u>Hours</u>
3/26/2019	CDS Telephone conference with Tequia Drake ([REDACTED])	0.20
	CDS Preparation of Adjournment Request ([REDACTED])	0.20
3/27/2019	CDS Receipt/review of Judges Bondy and Reeds' 4/2/19 dockets	0.20
	CDS Telephone with Court, L. Lemerand ([REDACTED])	0.20
	CDS Receipt/review correspondence from L. Lemerand ([REDACTED])	0.20
3/28/2019	CDS Receipt/review Judge Reeds' updated 4/2/19 docket	0.20
	CDS Receipt/review of Notice to Appear ([REDACTED])	0.20
	CDS Telephone conference with client, C. Sovik ([REDACTED])	0.10
3/29/2019	CDS Receipt/review Notice to Appear ([REDACTED])	0.20

SUBTOTAL:

[20.50]

General City Attorney Work

3/1/2019	TSW Begin preparation of correspondence to Council regarding First Amendment issues relating to review of Board of Ethics recommendation	0.50
3/4/2019	TSW Receipt/review of email regarding code enforcement issue; Telephone conference with City Manager regarding downtown building and code enforcement status	0.20

		<u>Hours</u>	
3/4/2019	TSW Telephone conference with and receipt/review correspondence from City Manager regarding Council consideration of Board of Ethics recommendation	0.30	
	TSW Review of Huron Valley Ambulance Service Agreement and past agreements and Council action; Review information from Fire Chief and City Manager regarding agreement terms	0.60	
	TSW Continued preparation of correspondence to Council regarding First Amendment issues relating to Board of Ethics recommendation	1.00	
	TSW Research and review Open Meetings issues relating to Council consideration of Board of Ethics recommendation	0.60	
3/5/2019	TSW Correspondence to and from City Manager regarding preparation for Council consideration of Board of Ethics recommendation	0.30	
	TSW Continued preparation of correspondence to Council regarding First Amendment issues in Council Member Richards matter	1.50	
3/6/2019	TSW Telephone conference with Fire Chief regarding Ambulance Service Agreement; Review of Agreement and City past renewal; Multiple correspondence to and from Fire Chief regarding Agreement	1.10	
	TSW Correspondence to and from opposing counsel regarding downtown building code enforcement	0.10	No Charge
	TSW Correspondence to and from City Manager relating to Council consideration of Board of Ethics recommendation; Continued preparation and revise and edit letter to Council regarding First Amendment	0.80	
3/7/2019	TSW Telephone conference with and multiple correspondence to and from City Manager regarding Council consideration of Board of Ethics recommendation	0.30	

			<u>Hours</u>
3/7/2019	TSW	Continued preparation of and revise and edit privileged correspondence to Council regarding consideration of Board of Ethics recommendation and First Amendment concerns	0.90
3/8/2019	TSW	Receipt/review of Notice of Street Defect; Correspondence to and from City and MMRMA regarding same	0.40
3/11/2019	TSW	Legal research regarding annexation and utilities and correspondence to and from City Manager regarding same	0.70
	TSW	Review of draft Request for Proposals relating to City property	0.50
	TSW	Correspondence to and from and telephone conference with City Manager regarding Council agenda item	0.30
	TSW	Legal research relating to due process in Council consideration of Board of Ethics recommendation	0.60
3/12/2019	TSW	Preparation of letter of Notice of intent to terminate HVA Ambulance Agreement	0.40
3/13/2019	TSW	Continued preparation of letter of Notice of Intent to Huron Valley Ambulance	0.20
	TSW	Receipt/review correspondence from City Manager regarding personnel hiring question	0.10
	TSW	Review of Michigan paid medical leave requirements	0.20
	TSW	Receipt/review correspondence from City regarding budget and personnel question	0.40
3/14/2019	TSW	Telephone conference with City Manager regarding issues for Council agenda, bidding procedures, inspections, enforcement, personnel	0.60

			<u>Hours</u>
3/14/2019	TSW	Correspondence to and from and telephone conference with City Manager regarding code enforcement matter	0.30
	TSW	Continued preparation of letter to Huron Valley Ambulance regarding Agreement	0.10
3/15/2019	TSW	Review of materials regarding liquor license application	0.60
	TSW	Correspondence to and from City Manager regarding demolition bidding	0.20
	TSW	Correspondence to and from Fire Chief regarding apparatus warranty	0.10
	TSW	Correspondence to City Manager regarding Wireless Facilities in Right of Way Ordinance amendment and resolution	1.20
3/18/2019	TSW	Finalize resolution regarding wireless facilities aesthetic standards and agenda note	0.50
	TSW	Finalize correspondence to City Manager regarding wireless facilities in right of way	0.40
	TSW	Telephone conference with City Manager regarding liquor license application	0.20
	TSW	Review of personnel credit check service agreement for hiring and background checks	0.40
3/20/2019	TSW	Telephone conference with City Manager regarding personnel procedure question, status of building code enforcement, demolition question, ordinance amendment, Council agenda items, Planned Development Agreement	0.50
	TSW	Preparation of correspondence to City Manager and Building Official regarding building inspection issues	0.60

		<u>Hours</u>
3/21/2019	TSW Continued review of and preparation of correspondence regarding downtown building enforcement and inspections	1.00
	TSW Receipt/review correspondence from City Manager regarding new lawsuit; Review Complaint; Correspondence to MMRMA regarding claim and request for coverage; Research regarding procedural issue on claims	1.00
	TSW Review of information from environmental consultant on proposed groundwater restriction ordinance	0.30
3/22/2019	TSW Continued preparation and revision of inspection letters and correspondence to City regarding status; Correspondence to and from City Manager regarding status	0.40
	TSW Correspondence to and from City Manager regarding method and date of service of Complaint	0.10
	TSW Receipt/review correspondence regarding Council packet materials	0.30
3/24/2019	TSW Begin research regarding questions relating to wireless facilities in right of way	1.20
3/25/2019	TSW Review of Michigan Paid Leave Medical Act and City policies	0.10
	TSW Review of materials relating to Application for Liquor License	0.90
	TSW Review of terms and conditions to proposed purchase on Council agenda and purchasing ordinance	0.40
	TSW Telephone conference with City Manager regarding Council agenda matters	0.60

			<u>Hours</u>
3/26/2019	TSW	Review and prepare for meeting on downtown code enforcement	0.50
	TSW	Correspondence to and from City regarding Freedom of Information Act request relating to building files	0.40
3/28/2019	TSW	Attend meeting regarding downtown code enforcement	1.60
	TSW	Conference with Economic Development Director regarding DDA	0.20
	TSW	Receipt/review correspondence from City Manager regarding new lawsuit and continued review of exhibits	0.20
	TSW	Research regarding wireless facilities stealth and concealment designs and criteria	1.00
3/31/2019	TSW	Continued research regarding small wireless facilities concealment designs	1.00
SUBTOTAL:			<hr/> [28.90]
<u>Ordinance Amendment</u>			
3/3/2019	GLD	Wireless Right-of-Way: Work on Wireless Facilities Right-of-Way Ordinance	0.40
3/4/2019	GLD	Wireless Right-of-Way: Continue work on Wireless Facilities Right-of-Way Ordinance	0.40
3/7/2019	GLD	Wireless Right-of-Way: Continue work on Wireless Facilities Right-of-Way Ordinance	0.50
3/8/2019	GLD	Wireless Right-of-Way: Finish work on Wireless Facilities Right-of-Way Ordinance and memo regarding same	0.50

			<u>Hours</u>
3/11/2019	GLD	Wireless Right-of-Way: Finish work on draft ordinance and shot clock appendix	0.30
3/12/2019	LAA	Receipt, review, and analysis of proposed regulations for wireless facilities in right-of-way; Continued review and analysis of FCC declaratory rulings and state legislation in preparation of ordinance amendments recommending standards	0.20
	GLD	Wireless Right-of-Way: Review draft ordinance and legal analysis of state and federal laws	0.20
	TSW	Review of State lame duck and federal status and regulations and preparation of Wireless in Public Rights of Way ordinance	0.70
3/13/2019	GLD	Wireless Right-of-Way: Correspondence to City Council regarding proposed ordinance	0.30
	TSW	Research for correspondence to Council regarding Wireless Facilities Right of Way Ordinance and resolution to establish aesthetic standards	0.50
3/14/2019	TSW	Continued review of State lame duck statute and federal law on wireless facilities in right of way and preparation of ordinance	0.80
3/15/2019	TSW	Continued preparation of Wireless Facilities in Right of Way Ordinance	2.50
	TSW	Preparation of Resolution to establish aesthetic standards for wireless facilities in right of way	0.90
3/18/2019	TSW	Continued preparation of Wireless Facilities in Right of Way Ordinance	0.60
	TSW	Preparation of agenda note for Wireless Facilities in Right of Way Ordinance	0.30

			<u>Hours</u>
3/19/2019	TSW	Continued review of aesthetic standards for wireless facilities in right of way	0.50
3/20/2019	TSW	Continued review of information relating to wireless facilities in right of way and standards and regulations	0.40
3/21/2019	GLD	Wireless Right-of-Way: Research for and work on fee resolution	0.30
3/22/2019	GLD	Wireless Right-of-Way: Finish work on Fee Resolution	0.30
	TSW	Review and research for Wireless facilities Fee Resolution	0.20
3/25/2019	GLD	Wireless Right-of-Way Ordinance: Receipt/review correspondence from Council member and analysis of issues presented	1.50
	TSW	Continued research of regarding wireless facilities in right of way and related issues	2.20
SUBTOTAL:			<hr/> 14.50
			[]
<u>Planning Commission</u>			
3/7/2019	TSW	Correspondence to and from Planning Consultant regarding Planning Commission agenda and Thomasville Final State II Planned Development Site Plan review and status	0.30
	TSW	Correspondence to and from Thomasville applicant regarding ownership and authorization	0.20
3/14/2019	TSW	Review of agenda and packet for Planning Commission meeting; Review of Thomasville Planned Development Agreement, site plans, and easement documents	1.30

			<u>Hours</u>
3/14/2019	TSW	Attend Planning Commission meeting	1.00
SUBTOTAL:			<hr/> 2.80
			[]
<u>Thomasville Site Condo</u>			
3/15/2019	TSW	Continued review of Planning Commission recommendation and condition and final Stage II planned development site plan	0.60
3/18/2019	TSW	Continued review of Thomasville Planning Development Agreement	0.50
3/19/2019	TSW	Continued review of revised Thomasville Planned Development Agreement	1.10
	TSW	Continued review of Bonner building inspection materials	0.80
3/21/2019	TSW	Receipt/review correspondence from applicant regarding Condominium Master Deed and Bylaws and status	0.10
3/22/2019	TSW	Begin review of Thomasville Planning Development Agreement	0.30
3/25/2019	TSW	Continued review of Master Deed and Bylaws	0.50
3/26/2019	TSW	Continued review of revised Condominium Master Deed and Bylaws and comparison to previous version; Review of 2016 reviews and approvals and 2018 changes and reviews	1.30
3/27/2019	TSW	Continued review of revised Planned Development and Master Deed and Bylaws; Review previous correspondence between City and applicant regarding 2016 terms	0.40

		<u>Hours</u>
3/28/2019	TSW Continued review of revised Planned Development and Master Deed and Bylaws; Outline issues for follow up with Applicant and planners	1.30
3/29/2019	TSW Review of 2015-2016 plans and documents relating to proposed Thomasville development and current 2018 proposed development and discrepancies	1.40
	TSW Continued review of revised Master Deed and Planned Development Agreement	2.00
	TSW Correspondence to and telephone conference with Planner regarding open issues on Thomasville Planned Development Agreement and Condominium Master Deed and Bylaws	0.70
	TSW Correspondence to L. Cavaliere regarding status of review and timing	0.50
SUBTOTAL:		[11.50]
		<u>Amount</u>
For professional services rendered		84.20 \$11,015.00
Previous balance		\$10,404.20
3/21/2019 Payment - thank you. Check No. 76255		(\$10,404.20)
Balance due		<u>\$11,015.00</u>

Please include your Invoice Number on your payment. Thank you.

Monthly flat fee of \$10,400.00 for first 80 hours of work. Anything over 80 hours to be billed at the hourly rate of \$150.00

AGENDA NOTE

Consent Agenda: Item # /

MEETING DATE: May 13, 2019

PERSON PLACING ITEM ON AGENDA: Bob Donohue, DDA Director

AGENDA TOPIC: Road Closure for Farmers Market Events on June 22 and August 31, 2019

EXPLANATION OF TOPIC: Police and Fire Vehicles will be displayed on two separate Farmers Market Days to promote the City Police & Fire Services, as part of two (2) special “Kids Days” as an added attraction for the Farmers Market. On one of the dates (June 22) there will also be a rabbit display with live rabbits. The street closure will be W. Liberty Street, approximately 100 feet in length, from S. Lafayette Street to the AT&T service vehicle parking lot entrance (which will remain open). The street closures will be from 9:00 a.m. to 2:00 p.m. as a reminder, the Farmers Market is a DDA Event/Activity.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: The “Parade/Demonstration/Event Application” signed by the Police Chief, and an aerial photo showing the closure area, are attached.

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the event

RECOMMENDATION: Consider approval of the event

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



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

Ph: (248)437-1773 / Fax: (248)437-0459

Lloyd T. Collins

Chief of Police

CITY + DPA
EVENT
FARMERS
MARKET

PARADE / DEMONSTRATION/EVENT APPLICATION

Date Application Submitted: 05/01/2019 Requested Date of Event: 06/22/19 + 08/31/19
Applicant / Contact's Name: Timothy Davids / Bob Donohue PH #: 248-486-6154
Applicant Address: 335 S. Warren, South Lyon MI 48178
Name of Event(s): "Kids Day" at the South Lyon Farmers and Artisans Market
Business / Organizations Name (if Applicable): South Lyon Farmers and Artisans Market
Bus. Ph#: 248-437-1735 Bus. Address: 335 S. Warren, South Lyon MI 48178
President / CEO (Responsible for Event): Bob Donohue Direct Ph#: 248-437-1735

Event START Time: 9:00 a.m. / p.m. Event END Time: 2:00 a.m. / p.m.

Approximate Number of PERSONS: 225 Organization Names: South Lyon Fire Department / South Lyon Police Department

Approximate Number of VEHICLES: 2 Types of Vehicles: 1 - Fire Engine
1 - Police Vehicle

Approximate Number of ANIMALS: 4 SPECIFIC Animals: Rabbits (06/22/19 ONLY)

Amount of space to be maintained between and /all units in Parade: Vehicles Stationary

Route to be traveled (Include Street Names and Turning Directions) or area to be utilized:

Both response vehicles to be parked on
West Liberty Facing Lafayette from 10:00 am - 2:00 pm
on both days. Barricade closing entrance to
vehicular traffic on West Liberty from 9:00 am - 2:00 pm.

Bob Donohue, Econ Dev + DPA
Applicant's SIGNATURE DIRECTOR

Responsible Party's SIGNATURE

APPROVED [✓]

DENIED []

Chief Christopher J. Sisk

Farmer's Market Street Closure June 22nd and August 31st 9AM to 2PM



50 ft

AGENDA NOTE

New Business: Item # 1

MEETING DATE: May 13, 2019

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Assessing Contract with Oakland County

EXPLANATION OF TOPIC: The City has contracted with Oakland County for Assessing Services for many years. The current contract is up as of June 30th, 2019. They have presented us with a new contract for 3 years with a 1% increase per parcel for each of the 3 years. We have included this cost in the budget 2019-2020 budget. The contract will charge \$6.00 per unit at Colonial Acres, \$14.44 per parcel for real property, and \$11.82 per parcel for personal property. We currently have 3873 real properties and 340 personal properties.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Assessing Service Contract

POSSIBLE COURSES OF ACTION: Approve/do not approve the proposed 3-year contract with Oakland County for assessing services

RECOMMENDATION: To approve the 3- year contract with Oakland County for assessing services

SUGGESTED MOTION: Motion by _____, supported by _____ to approve to approve the 3-year contract with Oakland County for assessing services

March 28, 2019

Lisa Deaton, City Clerk
City of South Lyon
335 South Warren
South Lyon, MI 48178

RE: Renewal of Contract for Assessing Services with the City of South Lyon

Dear Ms. Deaton:

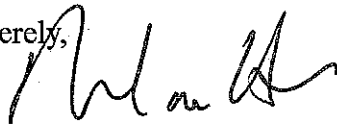
The existing assessing contract between Oakland County Equalization and the City of South Lyon will expire on June 30, 2019. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials. In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision; the cost per parcel has been adjusted by a 1% increase per year for three years. In summary, the cost per parcel to the City will be as follows:

Contract Year	Real Property Rate	Personal Property Rate
2019-2020	\$14.44	\$11.82
2020-2021	\$14.58	\$11.94
2021-2022	\$14.73	\$12.06

These rates will be effective for the period July 1, 2019 to June 30, 2022. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to call me at 248-858-0760 or Kimberly Hampton at 248-858-2039. Thank you.

Sincerely,



David M. Hieber
Manager, Equalization Division
Oakland County

DMH/kdh
Enclosures

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF SOUTH LYON
(real and personal property services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF SOUTH LYON, (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the City of South Lyon, a Michigan Constitutional and Municipal Corporation whose address is 335 S. Warren, South Lyon, Michigan, 48178 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of certain of these legally mandated, Municipality, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged

violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The Parties agree that the full and complete scope of any and all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2019 to June 30, 2022 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official

functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

- 2.3. MANNER COUNTY TO PROVIDE SERVICES. The Parties agree that any and all "Equalization Division Assistance Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Division Personnel" as defined herein.
- 2.3.1. Equalization Division Personnel, including those certified as MMAO, shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.
- 2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Equalization Division Personnel in the performance of any and all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote,

layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.

- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.
- 2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.
- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or

assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

2.4.1. The Municipality 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 Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. 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 Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2022, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality 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 Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County during the life of this Contract: For the contract year 2019-2020 the sum of \$14.44 for each real property description and \$11.82 for each personal property description rendered; for the contract year 2020-2021, the sum of \$14.58 for each real property description and \$11.94 for each personal property description rendered; and finally, for the contract year 2021-2022 the sum of \$14.73 for each real property description and \$12.06 for each personal property description. Payment for the contract year 2019-2020 is payable on or before July 1, 2020, payment for the contract year 2020-2021 is payable on or before July 1, 2021 and payment for the contract year 2021-2022 is payable on or before July 1, 2022.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality agrees to be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality 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 Municipality 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 Municipality to the County. The Municipality 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 Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. 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 Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.5. 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 Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality 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 Municipality 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 Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or

liability whatsoever, any County services or performance obligations under this Contract.

§7. LIABILITY. The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

- 7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication)

contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. The parties agree that under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-

related or based rights, including, but not limited to, those described in this section.

- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
- 8.4. The Municipality agrees to provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the municipality agrees to notify the County immediately of approval of any application for abatement or tax exemption.
- 8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
- 8.7. The Municipality agrees that its agents will perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
- 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.

- §9. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor.

Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §11. INDEMNIFICATION. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- §12. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of South Lyon. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of South Lyon and

shall also be filed with the office of the Clerk of the County and the Clerk for the City of South Lyon.

- §14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §15. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §16. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §17. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §18. NOTICES. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §19. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §20. ENTIRE CONTRACT. This Contract, consisting of a total of fourteen (14) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in

any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Daniel Pelchat, Mayor of the City of South Lyon hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of South Lyon, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of South Lyon to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
Daniel Pelchat, Mayor
City of South Lyon

WITNESSED: _____ DATE: _____
Lisa Deaton, Clerk
City of South Lyon

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

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
(Print Name) _____ DATE: _____
County of Oakland

AGENDA NOTE

New Business: Item # 2

MEETING DATE: May 13, 2019

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Resolution to waive penalties for Non-filing Property Tax Affidavits under MCL 211.27b

EXPLANATION OF TOPIC: When there is a change in the ownership of property, a Property Tax Affidavit must be filed with the jurisdiction where the property is located. Per MCL 211.27b penalties may be applied if the PTA isn't filed within 45 days of the date of sale. In the past, the City has chosen not to collect penalties for late filing. MCL 211.27b(5) provides that the local governing body may waive, by resolution, the penalty levied under MCL 211.27b(1)(c) or (d).

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resolution to waive penalties for Non-Filing of Property Transfer Affidavits under MCL 211.27b

POSSIBLE COURSES OF ACTION: Approve/do not approve resolution to waive penalties for non-filing of property transfer affidavit under MCL 211.27b

RECOMMENDATION: To approve the resolution waiving fees

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the resolution waiving fees for non-filing of property tax affidavits under MCL 211.27b

RESOLUTION

WHEREAS, MCL 211.27a(10) requires the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description and

WHEREAS, MCL 211.27b(1) requires that if the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property do not notify the appropriate assessing office of the transfer, then penalties as described in MCL 211.27b(1)(c) or (d) are levied and

WHEREAS, MCL 211.27b(5) provides that the governing body of a local tax collecting unit may waive, by resolution, the penalty levied under MCL 211.27b(1)(c) or (d).

THEREFORE, BE IT RESOLVED, that the City of South Lyon waives the penalty fore failure to file the Property Transfer Affidavit following a transfer of ownership pursuant to the local unit's authority contained in MCL 211.27b

VOTE:

CERTIFICATION:

Lisa Deaton
City Clerk/Treasurer

AGENDA NOTE

New Business: Item # 3

MEETING DATE: May 13, 2019

PERSON PLACING ITEM ON AGENDA: Fire Chief

AGENDA TOPIC: Consolidated Municipal Ambulance Service Agreement

EXPLANATION OF TOPIC: The City is currently a party to a Consolidated Municipal Ambulance Service Agreement with Huron Valley Ambulance, Inc (HVA) and Charter Township of Lyon. The current Agreement commenced on September 1, 2015 and expires on June 30, 2019, and will automatically renew for successive one-year terms unless a party provides advance written notice of intent to terminate. The parties approved a similar Agreement in 2011.

Under the Agreement, HVA is allowed to house an ambulance and use the ambulance quarters at the City Fire Station, and it reimburses the City for a portion of the overall utility costs for the building. As of early 2019, the City was dissatisfied with the utility cost sharing in Appendix B of the current Agreement and began discussions to adjust the terms. To ensure the Agreement would not renew without adjustments to Appendix B, in March 2019, the City notified HVA and Lyon Township of its intent to terminate. The City and HVA have since agreed on revised terms for utility reimbursement in Appendix B:

Utility	Current HVA Agreement – HVA pays for:	Proposed Renewal – HVA pays for:
Water	10%	10%
Gas	10%	50%
Electric	Not addressed	25%

Because the City gave notice of intent to terminate and the terms in Appendix B will change, the parties propose to approve a new updated 4-year Agreement. The parties have all reviewed the updated Agreement and have indicated it is acceptable. The proposed Agreement does not change the current coverage model for the City of South Lyon. The changes to the Agreement relate to language, wording, spelling and formatting.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Consolidated Municipal Ambulance Service Agreement
- Current Consolidated Municipal Ambulance Service Agreement

POSSIBLE COURSES OF ACTION: approve/deny/postpone/no action

RECOMMENDATION: Approve

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Consolidated Municipal Ambulance Service Agreement between Huron Valley Ambulance, Inc and the City of South Lyon and the Charter Township of Lyon, subject to minor changes approved by the City Manager, and to authorize the Mayor and Clerk to sign.

**CONSOLIDATED MUNICIPAL
AMBULANCE SERVICE AGREEMENT**

THIS AMBULANCE SERVICE AGREEMENT (the “**Agreement**”) is made as of the 1st day of July, 2019 by and between **HURON VALLEY AMBULANCE, INC.**, (“**HVA**”) a Michigan nonprofit corporation whose address is 1200 State Circle, Ann Arbor, Michigan 48108, the **CITY OF SOUTH LYON**, a Michigan municipal corporation, whose address is 335 South Warren Street, South Lyon, Michigan 48178 (“**City**”), and the **CHARTER TOWNSHIP OF LYON**, a Michigan charter township, whose address is 58000 Grand river, New Hudson, Michigan 48165 (“**Township**”).

R E C I T A L S

The City and the Township (each individually the “**Municipality**” and collectively the “**Municipalities**”), through their respective governing bodies desire to provide ambulance service to their residents and other individuals in need of emergency medical services within their boundaries.

Section 20948 of the Michigan Public Health Code, being Act No. 368 of the Michigan public Acts of 1978, as amended (the “**Public Health Code**”) provides that local government units may contract for the provision of emergency ambulance services for the use and benefit of individuals in their areas.

The Municipalities have the power and authority under municipal law to enter into this Agreement to ensure the provision of ambulance services in furtherance of the public safety and welfare.

The State of Michigan encourages municipal governments to be more efficient and reduce costs by joining together to provide consolidated services.

HVA is licensed under the Public Health Code to provide emergency paramedic ambulance services to individuals residing within the Municipalities and desires to do so. HVA has provided emergency ambulance services to the Municipalities since 1990.

The municipalities and HVA desire to enter into an agreement for the provision of emergency ambulance services by HVA to individuals within the Municipalities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, HVA and the Municipalities agree as follows:

1. Services.

- a. Coverage. HVA shall be available to provide, and provide upon request, emergency advanced life support ambulance services and non-emergency patient transport services, on a continuous seven (7) day per week and twenty-four (24) hour per day basis to individuals within the Municipalities (collectively, the “**Services**”).

b. Equipment and Personnel. All ambulances and personnel used by HVA in providing the services shall be licensed by HVA under the Public Health Code. In situations where a Municipality believes that an individual HVA employee is ineffective or has significant interpersonal relationship problems with patients or first responders, the Municipality will bring the matter to HVA's attention in writing. HVA agrees to counsel the employee and work with the Municipality to resolve the problem. If HVA is unable to resolve the problem to the satisfaction of the Municipality within a reasonable period of time, HVA will reassign the employee to a different ambulance region.

c. Operating Plan. It is the goal of HVA to provide Services in the manner set forth in the initial operating plan attached hereto as **Appendix A** (the "**Operating Plan**"). The Municipalities each acknowledge and agree, however, that HVA shall have direction and control over the manner and method by which the Services are provided. HVA may request an amendment to the Operating Plan by submitting the proposed amendment in writing to the Municipalities. The City and Township reserve the right to approve or deny requests for amendments, and no amendment to the Operating Plan shall be effective until approved by the Municipalities in writing.

d. Emergency Response. HVA agrees to respond promptly to all emergency medical requests within the boundaries of the Municipalities. HVA also agrees to arrive at emergency medical requests as defined in the Operating Plan. Emergency ambulance response times will be reported to each municipality on a quarterly basis. If emergency response times to an individual Municipality falls below the standard in a particular quarter, HVA shall provide monthly reports for that Municipality until the problem is corrected. An explanation of any response time exceeding the standard as defined in the Operating Plan will be provided by HVA to the respective Municipality fire chief in the quarterly report.

e. Ambulance Support for Fire Department Activities. Upon request of a Municipality's fire department, HVA will respond to and standby at the scene of a structure fire or other major incident until relieved by the incident commander. Should this ambulance transport a patient, another ambulance will be dispatched to standby as quickly as possible.

f. Telephone Medical Self Help, Telephone Triage and Other Services. HVA will act as a Secondary Public Safety Answering Point, and agrees to provide medical self-help information, when applicable, to all 911 telephone callers that are transferred to HVA's central dispatching facility. HVA will also participate in a triage plan along with the primary 9-1-1 center – to assist the Municipality in reducing unnecessary responses by the local public safety personnel, if desired. The level and type of EMS response shall be dictated by each Municipality's fire department covered under this Agreement. Each fire department maintains the right to dictate separate levels of fire department EMS response which HVA agrees to honor. The parties acknowledge that HVA does not provide fire suppression, technical rescue or extrication services.

- g. Replacement of Supplies. Prior to transport of a patient to the hospital, or on a monthly basis, HVA personnel will replace medical supplies, (including defibrillator pads and oxygen) used by first responders on a one-for-one basis.
- h. Accreditation. HVA shall remain nationally accredited by the Commission on Accreditation of Ambulance Services for the duration of this Agreement.
- i. Membership Program. HVA shall provide a membership subscription program for qualified residents of the Municipalities.
- j. Discrimination. HVA shall provide Services to individuals in the Municipalities without regard to race, creed, color, gender, sexual preference, age, physical handicap, marital status, national origin, ancestry, location within the Municipalities or ability to pay.
- k. Compliance with Laws. HVA shall comply with all applicable federal, state and local laws and the policies, procedures and protocols of the local medical control board.

2. “911” and Other Emergency Calls for Services.

- a. Referral of Calls. The Municipalities shall, through their respective primary public safety answering point, refer all “911” or other emergency medical or ambulance requests for Services within the Municipalities to HVA, unless individuals in the Municipalities spontaneously and specifically request emergency ambulance service from another licensed provider at the time of call.
- b. HVA as Transport Agency. The Municipalities designate HVA as the primary agency to transport residents and other patients requiring ambulance transportation. The Municipalities may, at their discretion, also operate a licensed ambulance(s) for the purpose of secondary transport vehicle(s) in case of long HVA response times or EMS system overload. These municipal ambulance(s) may transport patients in any of the following circumstances:
 - i. When requested by HVA personnel on scene;
 - ii. When requested by HVA’s dispatching center;
 - iii. As determined by the fire department incident commander when HVA ambulances are unable to respond in a timely manner and the patient’s condition will deteriorate due the delay in transport. This determination will be made after the patient is clinically assessed on scene. In such cases, the fire department will determine HVA’s estimated time of arrival (ETA) before beginning patient transport.

c. Use of Alternative Ambulance Services. A Municipality's fire department may request a response from another ambulance service when it determines that HVA's ambulance response time will be detrimental to a patient's condition. Such a request will be coordinated with HVA to minimize duplication of response.

d. Rendezvous Transports. In certain cases described in subsection (b) where a Municipality's fire department ambulance begins transport of a patient to the hospital and HVA Paramedics rendezvous and accompany the fire department ambulance to the hospital in the patient compartment, the Municipality or its billing agent will bill the patient at the "advanced life support" level if applicable under Medicare, Medicaid or other insurance guidelines. Any amounts received which are above and beyond basic life support reasonable and customary charges will be paid to HVA within ninety (90) days of receipt by the Municipality.

e. Transport Destinations. HVA agrees to transport patients to the appropriate hospital or other destination of the patient's choice in accordance with protocols established by the local medical control authority.

3. Ambulance Operations Committee. An Ambulance Operations Committee ("**Committee**") consisting of the fire chief of each Municipality and HVA's Chief Operating Officer or his/her designee shall be established and shall meet quarterly or as otherwise agreed upon by the Committee members to advise HVA on matters relating to this Agreement.

4. Annual Performance Review. In November of each year, the parties will meet to review HVA's performance under this Agreement.

5. Use of Municipality Facilities. In certain situations, and with the permission of the Municipality, HVA may utilize a municipality's facilities as stations for advanced life support ambulance crews serving the region specified in the Operating Plan. The terms for HVA's use of these Municipality facilities is set forth in **Appendix B "Municipal Facilities."**

6. Payment for Services. HVA shall undertake to collect payment for the Services directly from those individuals within the Municipalities to whom they are provided, or from appropriate third-party payors such as Medicare, Medicaid, automobile insurance or health insurance. HVA ambulance charges will be set by the HVA Board of Trustees at rates similar to other communities served by HVA. The initial rates are set forth in **Appendix C "Initial Ambulance Rates."** Any increase in ambulance rates above five percent (5%) per year must be approved by the Municipalities. Such approval shall not be unreasonably withheld.

7. No Subsidy Payments to HVA from the Municipalities. There shall be no subsidy payments from the Municipalities to HVA under this Agreement.

8. Fund Raising; Use of Donated Funds; Grant Funds. The Municipalities agree to be supportive of HVA's fund raising efforts for capital equipment. In the event that a Municipality procures or receives grant funds for purposes of supporting the provision of the Services by HVA,

and such funds are used to purchase equipment relating to provision of the Services, the parties agree that all such equipment shall remain the property of the Municipality but may be leased to HVA at nominal cost pursuant to a written lease to be entered into between the Municipality and HVA.

9. Term and Termination.

a. The term of this Agreement shall commence on July 1, 2019 and continue for an initial term expiring on June 30, 2023, and shall be automatically renewed for additional, successive one (1) year periods thereafter unless a party provides the others with no less than ninety (90) days advance written notice of the intent to terminate at the expiration of the initial or any subsequent annual renewal term, with or without cause.

b. This Agreement may be terminated sooner on the first to occur of any of the following events:

i. In the event that all parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

ii. In the event of a substantial breach of this Agreement by any one of the parties, if the non-defaulting party provides written notice of the breach to the defaulting party and the breach is not corrected within thirty (30) days, this Agreement may be terminated at the option of the non-defaulting party by giving notice to the other parties to this Agreement.

iii. In the event that any one (1) of the Municipalities terminates this Agreement pursuant to this section above, HVA shall have the sole right and discretion to continue the Agreement with the remaining Municipality(ies) or it may terminate the Agreement by providing at least one (1) year advance written notice.

c. Notwithstanding the termination of this Agreement, any liability or obligation of any party which may have accrued prior to such termination shall continue in full force and effect.

10. Insurance. HVA shall, during the term of this Agreement, maintain professional liability insurance, no-fault automobile insurance, comprehensive general liability insurance, an umbrella policy, and all other insurance required by applicable federal, state and local laws, with a combined coverage limit of not less than \$10,000,000 per occurrence. If HVA is unable to purchase this level of coverage at reasonable premiums, HVA may reduce such coverage limit with the prior written consent of the Municipalities, which shall not be unreasonably withheld or delayed. In no case will this coverage be less than \$5,000,000. HVA shall cause each Municipality to be named as an additional insured on HVA's policies of insurance for liability. HVA shall provide copies of the policies or certifications evidencing the existence and coverage of such insurance, including additional insureds, to the Municipalities on the effective date of this

Agreement on each year upon renewal of the policies. If any of the above coverage changes during each year of any term of this Agreement, HVA shall deliver new certificates to the Municipalities at least ten (10) days prior to the effective date of such coverage change.

11. Independent Contractor. The parties to this Agreement acknowledge and agree that HVA shall perform the Services solely as an independent contractor of the Municipalities. Nothing in this Agreement is intended to create an employer/employee relationship, lessor/lessee or a joint venture relationship between HVA and either of the Municipalities.

12. Assignment. No party hereto may assign this Agreement without the written consent of the other parties hereto.

13. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

14. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Michigan, without giving effect to principles of conflicts of law.

15. Entire Agreement. This Agreement represents the entire Agreement among the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing executed by all the parties hereto.

16. Amendment to Add Additional Municipalities. This Agreement may be amended to include additional municipalities with the written approval of all parties.

17. Notices. Notices required hereunder shall be in writing and shall be deemed given when mailed by prepaid certified mail, return receipt requested, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement. Any party hereto may change its address by giving notice of such change to the other as provided in the foregoing sentence.

18. Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights of interests for any individual, parent, guardian or personal representative of any individual or any party or person other than the Municipalities and HVA.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

HVA and the Municipalities have executed this Agreement as of the day and year first written above.

HURON VALLEY AMBULANCE, INC.

By: _____
Ronald Slagell, President and CEO

CITY OF SOUTH LYON

By: _____
Daniel Pelchat, Mayor

and

By: _____
Lisa Deaton, Clerk

CHARTER TOWNSHIP OF LYON

By: _____
John Dolan, Supervisor

and

By: _____
Michelle Cash, Clerk

Appendix A”

Operating Plan

Coverage Area

The Coverage Area is:

City of South Lyon

Lyon Charter Township

Ambulances operated under this Agreement will respond to emergency/immediate ambulance requests in the Municipalities and adjacent communities when they are closest, as required by medical control protocols.

Deployment and Response Plan

HVA will maintain, base, and staff one paramedic ambulance 24 hours a day, 7 days a week, at the City of South Lyon ambulance station, and one paramedic ambulance 24 hours a day in New Hudson, Lyon Township.

The closest ambulance will be dispatched to emergency medical requests within the Coverage Area. During times when the locally based HVA ambulances are on calls and unavailable, ambulance coverage will be provided by other HVA ambulance stations or intermediate coverage posts in or nearby the community, or by another paramedic ambulance service under terms of the Agreement.

HVA is also part of a regional emergency medical services system. HVA continually relocates ambulances so that they are normally able to respond in a timely fashion throughout the region.

HVA will notify the dispatching center for the Municipalities of the response location of our ambulance, whenever practical.

Receipt of Calls, Dispatching of HVA Units

HVA will join the Municipalities by encouraging residents to dial 9-1-1 for medical emergencies. Whenever possible or practicable, callers reporting medical emergencies may be transferred to the HVA dispatching center for the purpose of triaging the appropriate response and providing medical self-help instructions. 9-1-1 trunk lines exist for the transfer of 9-1-1 calls and a direct line is in place between our communications center and the Municipality’s public safety answering point.

If HVA receives a direct emergency call, the municipal dispatch center will be notified by HVA based on policies established between HVA and the Municipalities. HVA will not typically notify the Municipality's fire department when responding to non-emergency requests, or when responding to emergency ambulance requests at a skilled nursing home or physician office, unless written instructions have been received in advance from the administrator of the skilled nursing home or the physician requesting such a response. A copy of those written instructions will be provided to the fire chief in the municipality where the facility is located. Regardless, the fire department will be dispatched to medical emergencies at these facilities when the patient is in critical condition.

Interoperable Radio Communications

HVA and the fire departments are committed to establishing interoperable two-way radio communications between responding HVA ambulances and responding fire apparatus.

Oakland County-based HVA ambulances carry OakWIN radios (for MEDCOM purposes). With the permission of the city and township, HVA will install four SLFD/LTFD channels on these radios which HVA will use to provide response locations, share upgrade or downgrade instructions, or other information.

HVA will also add an Oakland County interop channel to all HVA MPSCS radios which will be patched by Oakland County to SLFD/LTFD channel 4. This will be available in all HVA vehicles.

Emergency Response Time Exclusions

HVA agrees to arrive at emergency medical requests within the following requirements:

City of South Lyon: 10 minutes or less, ninety percent (90%) of the time from time of call to arrival at the location.

Lyon Charter Township: 12 minutes or less, ninety percent (90%) of the time from time of call to arrival at the location.

HVA is allowed exceptions to the response time standard during situations which are beyond its control. These include but are not limited to:

- Extreme weather emergencies (including ice and snow)
- Blocked roadways or other access which were not anticipated
- Inaccurate location given
- Second or subsequent unit dispatched on the same call
- An unsecure scene, while waiting for police to secure same
- Any priority change, while the ambulance is enroute
- A disaster

Returning firefighter staff

When a firefighter accompanies the ambulance to the hospital, HVA will make every reasonable effort to return the firefighter to their station as soon as possible.

Management and Supervision

Ambulances provided under this Agreement are managed and supervised by HVA's Eastern Operations Region, which is based at the regional support center located at 1270 Goldsmith Street, Plymouth, Michigan. HVA provides on-duty 24/7 supervisors who are available to respond to major incidents, or to resolve customer service problems which arise. Vehicle maintenance is also provided at this facility.

Billing and Collection

Billing is performed by HVA staff at our Ann Arbor headquarters. HVA is a participating provider with Medicare, Medicaid and Blue Cross Blue Shield. HVA is required by federal law to bill for and collect deductibles and copayments owed under the Medicare program.

Payment plans are available for patients who have financial challenges, and the HVA Board of Trustees has established a charitable care policy which allows for discounted or free ambulance transport for families depending on their income levels compared to federal poverty guidelines.

HVA also offers an annual subscription member program, which allows residents and their families to support their community ambulance and at the same time receive ambulance service at no out-of-pocket cost.

Continuing Medical Education

HVA will work cooperatively with the fire departments to provide ongoing EMS training for first responders. EMS continuing education will be offered at the MFR, BLS and ALS levels and such programs will be designed to provide credits which fulfill required firefighter EMS certifications. HVA will design and schedule such programs with the fire chiefs or their designated training officers to schedule classes quarterly.

Tax Exempt Status

HVA is recognized by the Internal Revenue service as a 501(c)(3) nonprofit, charitable and tax-exempt organization.

APPENDIX B

Municipal Facilities

Use of the City of South Lyon's Ambulance Facility. The City of South Lyon agrees to allow HVA to have continued access, use, and quiet enjoyment of the ambulance station and crew quarters located at the South Lyon Fire Department station at 217 Whipple Street, South Lyon, Michigan, for purposes of housing one ambulance and providing living and sleeping quarters for HVA paramedics. HVA shall reimburse the City of South Lyon for the cost of utilities for its portion of activity in the station as noted below. HVA shall also be responsible for repairs to the roof, garage doors and their opening mechanisms, climate control equipment, as well as the upkeep of its areas of use, consistent with the standards set by South Lyon for its facilities. The City of South Lyon shall be responsible for the cost of exterior maintenance including snow removal from driveways and parking areas, as well as structural repairs of the building.

HVA shall not add any additional signage/decals/lettering anywhere on the City of South Lyon property/ building beyond what is currently on the front of the City of South Lyon facility. If the current sign falls into a state of disrepair as determined by the South Lyon Fire Chief, this sign shall be removed by HVA or repaired within thirty (30) days written notification.

HVA shall only have use of one (1) apparatus bay. The South Lyon Fire Department maintains the right to store apparatus or additional equipment in the apparatus bay that had previously been used by HVA.

HVA shall pay for 10% of water usage which will be billed by the City of South Lyon to HVA each July for the preceding fiscal year (July 1 to June 30).

HVA shall pay for 50% of the Consumers Energy (natural gas) usage which will be billed by the City of South Lyon to HVA each July for the preceding fiscal year (July 1 to June 30).

HVA shall pay for 25% of DTE Electric usage which will be billed by the City of South Lyon to HVA each July for the preceding fiscal year (July 1 to June 30).

APPENDIX C
SCHEDULE OF PAYMENT RATES
FOR TRANSPORTATION SERVICES

2019 FEE SCHEDULE - HVA	
ALS & BLS EMERGENT	\$832.00
MILEAGE	\$14.50 per mile
Oxygen	\$57.00
Paramedic Assist	\$145.00

The Municipalities will be advised of any changes in rates above five percent per year.

Charitable Care Policy: Patients with an income level that falls within the HVA Board of Trustees charitable care policy as compared to federal family poverty guidelines are eligible for discounted or free ambulance transportation. Please contact our billing department leadership to determine if a patient qualifies.

**CONSOLIDATED MUNICIPAL
AMBULANCE SERVICE AGREEMENT**

THIS AMBULANCE SERVICE AGREEMENT (the "**AGREEMENT**") is made as of the 1st day of September, 2015 by and between **HURON VALLEY AMBULANCE, INC.**, ("**HVA**") a Michigan nonprofit corporation whose address is 1200 State Circle, Ann Arbor, Michigan 48108, the **CITY OF SOUTH LYON**, a Michigan municipal corporation, whose address is 335 South Warren Street, South Lyon, Michigan 48178 ("**South Lyon**"), and the **CHARTER TOWNSHIP OF LYON**, a Michigan charter township, whose address is 58000 Grand River, New Hudson, Michigan 48165 ("**Lyon Township**").

R E C I T A L S

The governing bodies of South Lyon and Lyon Township (each individually the "**Municipality**" and collectively the "**Municipalities**"), desire to provide ambulance service to their residents and other individuals in need of emergency medical services within their boundaries.

Section 20948 of the Michigan Public Health Code, being Act No. 368 of the Michigan Public Acts of 1978, as amended (the "**Public Health Code**"), provides that local governmental units may contract for the provision of emergency ambulance services for the use and benefit of individuals in their areas.

The Municipalities have the power and authority under municipal law to enter into this Agreement to ensure the provision of ambulance services in furtherance of the public safety and welfare.

The State of Michigan encourages municipal governments to be more efficient and reduce costs by joining together to provide consolidated services.

HVA is licensed under the Public Health Code to provide emergency paramedic ambulance services to individuals residing within the Municipalities and desires to do so. HVA has provided emergency ambulance services to the Municipalities since 1990.

The Municipalities and HVA desire to enter into an agreement for the provision of emergency ambulance services by HVA to individuals within the Municipalities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, HVA and the Municipalities agree as follows:

1. Services.

- (a) Coverage. HVA shall be available to provide, and provide upon request, emergency advanced life support ambulance services and non-emergent patient transport services, on a continuous seven (7) day per week and twenty-four (24) hour per day basis to individuals within the Municipalities (collectively, the "Services").
- (b) Equipment and Personnel. All ambulances and personnel used by HVA in providing the Services shall be licensed by HVA under the Public Health Code. In situations where the Municipality believes that an individual HVA employee is ineffective or has significant interpersonal relationship problems with patients or first responders, the municipality will bring the matter to HVA's attention in writing. HVA agrees to counsel the employee and work with the Municipality to resolve the problem. If HVA is unable to resolve the problem to the satisfaction of the Municipality, HVA will reassign the employee to a different ambulance region.
- (c) Operating Plan. It is the goal of HVA to provide Services in the manner set forth in the initial operating plan attached hereto as Appendix A (the "Operating Plan"). The Municipalities acknowledge and agree, however, that HVA shall have direction and control over the manner and method by which the Services are provided and that HVA may request an amendment to the Operating Plan from time to time if HVA determines that any such amendment is reasonable

and appropriate. Material changes in the Operating Plan will be forwarded to the municipal fire chiefs for initial review. The Township Supervisor and the City Manager reserve the right to approve or deny changes.

- (d) Emergency Response. HVA agrees to respond promptly to all medical requests within the boundaries of the Municipalities. HVA also agrees to arrive at emergency medical requests as defined in the Operating Plan. Emergency ambulance response times will be reported to each municipality on a quarterly basis. If emergency response to an individual municipality falls below the standard in a particular quarter, HVA shall provide monthly reports for that municipality until the problem is corrected. An explanation of any response time exceeding the standard as defined in the Operating Plan will be provided by HVA to the respective fire chief in the quarterly report.
- (e) Ambulance Support for Fire Department Activities. Upon request of the Municipality's fire department, HVA will respond and standby at the scene of a structure fire or other major incident until relieved by the incident commander. Should this ambulance transport a patient, another ambulance will be dispatched to standby as quickly as possible.
- (f) Telephone Medical Self Help, Telephone Triage and Other Services. HVA will act as a Secondary Public Safety Answering Point, and agrees to provide medical self-help information, when applicable, to all 911 telephone callers that are transferred to HVA's central dispatching facility. HVA will also participate in a triage plan - along with the primary 9-1-1 center - to assist the Municipality in reducing unnecessary responses by the local public safety personnel, if desired. The level and type of EMS response shall be dictated by each individual fire department covered under this Agreement. Each

fire department maintains the right to dictate separate levels of fire department EMS response which HVA agrees to honor. The parties acknowledge that HVA does not provide fire suppression, technical rescue or extrication services.

- (g) Replacement of Supplies. Prior to transport of the patient to the hospital, or on a monthly basis, HVA personnel will replace medical supplies (including defibrillator pads and oxygen) used by first responders on a one-for-one basis.
- (h) Accreditation. HVA shall remain nationally accredited by the Commission on Accreditation of Ambulance Services for the duration of this agreement.
- (i) Membership Program. HVA shall provide a membership subscription program for qualified residents of the Municipalities.
- (j) Discrimination. HVA shall provide Services to individuals in the Municipalities without regard to race, creed, color, gender, sexual preference, age, physical handicap, marital status, national origin, ancestry, location within the Municipalities or ability to pay.
- (k) Compliance with Laws. HVA shall comply with all applicable federal, state and local laws and the policies, procedures and protocols of the local medical control board.

2. "911" and Other Emergency Calls for Services.

- (a) Referral of Calls. The Municipalities shall, through their respective primary public safety answering point, refer all "911" or other emergency medical or ambulance requests for Services within the Municipalities to HVA, unless individuals in the Municipalities spontaneously and specifically request emergency ambulance

service from another licensed provider at the time of call.

- (b) HVA as transport agency. The Municipalities designate HVA as the primary agency to transport residents and other patients requiring ambulance transportation. The Municipalities may, at their discretion, also operate a licensed ambulance(s) for the purpose of secondary transport vehicle/s in cases of long HVA response times or EMS system overload. These municipal ambulance(s) may transport patients in any of the following circumstances:

- i. When requested by HVA personnel on scene;
- ii. By request of HVA's dispatching center;
- iii. As determined by the fire department incident commander when HVA ambulances are unable to respond in a timely manner and the patient's condition will deteriorate due to the delay in transport. This determination will be made after the patient is clinically assessed on scene. In such cases, the fire department will determine HVA's estimated time of arrival (ETA) before beginning patient transport.

- (c) The Municipality's fire department may request a response from another ambulance service when it is determined that HVA's ambulance response time will be detrimental to the patient based upon the severity of the patient's condition. Such a request will be coordinated with HVA to minimize duplication of response.

- (d) Rendezvous Transports. In certain cases described in subsection (b) where the fire department ambulance begins transport of the patient to the hospital and HVA paramedics rendezvous and accompany the fire department ambulance to the hospital in the patient compartment, the Municipality or its billing agent will bill the patient at the "advanced life support" level if

applicable under Medicare, Medicaid or other insurance guidelines. Any amounts received which are above and beyond basic life support reasonable and customary charges will be paid to HVA within ninety (90) days of receipt by the Municipality.

- (e) Transport Destinations. HVA agrees to transport patients to the appropriate hospital or other destination of the patient's choice in accordance with protocols established by the local medical control authority.
- 3. Ambulance Operations Committee. An Ambulance Operations Committee ("**Committee**") shall be established to advise HVA on matters relating to this Agreement. The Committee shall consist of the Fire Chief of each Municipality, and the Chief Operating Officer of HVA or his/her designee. The Committee shall meet on a quarterly basis or as otherwise agreed to by the members of the Committee.
- 4. Use of Municipal Facilities. In certain situations and with the permission of the Municipality, HVA may utilize municipal facilities as stations for advanced life support ambulance crews serving the region specified in the Operating Plan. The terms of use for these facilities will be delineated in Appendix B "**Municipal Facilities**".
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6. Subsidy Payments to HVA from the Municipalities.
There shall be no subsidy payments from the Municipalities to HVA under this agreement.
7. Fund raising; Use of Donated Funds; Grant Funds. The Municipalities agree to be supportive of HVA's fund raising efforts for capital equipment.

In the event that the Municipalities shall procure or receive grant funds for purposes of supporting the provision of the Services by HVA, and such funds are used to purchase equipment relating to provision of the Services, the parties hereto agree that all such equipment shall remain the property of the Municipalities but may be leased to HVA at nominal cost pursuant to a written lease to be entered into between the Municipalities and HVA.

8. Term and Termination.

- (a) The term of this Agreement shall commence on the date first written above, and continue for an initial term expiring on June 30, 2019, and shall be automatically renewed for additional, successive one (1) year periods thereafter unless either party provides the other with not less than ninety (90) days advance written notice of the intent to terminate at the expiration of the initial or any subsequent annual renewal of the term of this Agreement, with or without cause.

In November of each year, the parties will meet to review HVA's performance under this Agreement.

- (b) This Agreement may be sooner terminated on the first to occur of any of the following events:
 - i. In the event that all parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - ii. In the event of a substantial breach of this Agreement by any one of the parties, if the non-defaulting party provides written notice

of the breach to the defaulting party and the breach is not corrected within thirty (30) days, this Agreement may be terminated at the option of the non-defaulting party by giving written notice to the other parties to this Agreement.

- iii. In the event that any one (1) Municipality terminates this Agreement pursuant to this section above, HVA shall have the sole right and discretion to continue the Agreement with the remaining Municipalities or it may terminate this Agreement by providing at least one year advance written notice.

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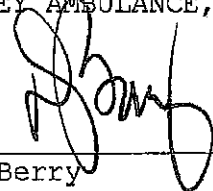
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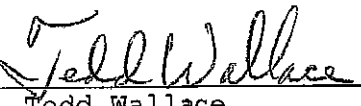
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"HVA"

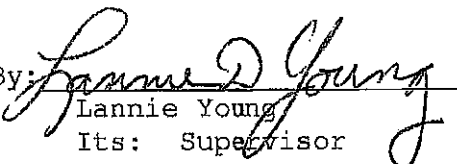
By 
Dale Berry
Its President and CEO
Date: 9/8/2015

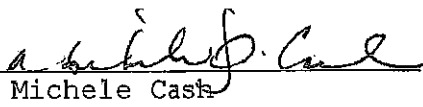
CITY OF SOUTH LYON
"SOUTH LYON"

By: 
Tedd Wallace
Its: Mayor
Date: 9-18-15

By: 
Lisa Deaton
Its: Clerk
Date: 9/18/15

CHARTER TOWNSHIP OF LYON
"LYON TOWNSHIP"

By: 
Lannie Young
Its: Supervisor

By: 
Michele Cash
Its: Clerk

Appendix "A"

Initial Operating Plan

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City of South Lyon
Lyon Charter Township

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City of South Lyon: 10 minutes or less, ninety percent (90%) of the time from time of call to arrival at the location.

Lyon Charter Township: 12 minutes or less, ninety percent (90%) of the time from time of call to arrival at the location.

HVA is allowed exceptions to the response time standard during situations which are beyond its control. These include but are not limited to:

- Extreme weather emergencies (including ice and snow)
- Blocked roadways or other access which were not anticipated
- Inaccurate location given
- Second or subsequent unit dispatched on the same call
- An unsecure scene, while waiting for police to secure same
- Any priority change, while the ambulance is enroute
- A disaster

Returning firefighter staff

When a firefighter accompanies the ambulance to the hospital, HVA will make every reasonable effort to return the firefighter to their station as soon as possible.

Management and Supervision

Ambulances provided under this agreement are managed and supervised by HVA's Eastern Operations Division, which is based at the regional support center located at 1270 Goldsmith Street, Plymouth, Michigan. HVA provides on-duty 24/7 supervisors who are available to respond to major incidents, or to resolve customer service problems which may arise. Vehicle maintenance is also provided at this facility.

Billing and Collection

Billing is performed by HVA staff at our Ann Arbor headquarters. HVA is a participating provider with Medicare, Medicaid and Blue Cross Blue Shield. HVA is required by federal law to bill for and collect deductibles and copayments owed under the Medicare program.

Payment plans are available for patients who have financial challenges, and the HVA Board of Trustees has established a charitable care policy which allows for discounted or free ambulance transport for families that have incomes equal to or less than 200% of federal poverty guidelines.

HVA also offers an annual subscription membership program known as HVAPlus! which allows residents and their families to support their community ambulance service and at the same time receive ambulance service at no out-of-pocket cost.

Continuing Medical Education

HVA will work cooperatively with the fire departments to provide ongoing EMS training for first responders. EMS continuing education will be offered at the MFR, BLS and ALS levels and such programs will be designed to provide credits which fulfill required firefighter EMS certifications. HVA will design and schedule such programs with the fire chiefs or their designated training officers to schedule classes quarterly.

Tax Exempt Status

HVA is recognized by the Internal Revenue Service as a 501(c)(3) nonprofit, charitable and tax exempt organization.

APPENDIX B

Municipal Facilities

1. Use of South Lyon's Ambulance Facility. The City of South Lyon agrees to allow HVA to have continued access, use, and quiet enjoyment of the ambulance station and crew quarters, for purposes of housing one ambulance and providing living and sleeping quarters for HVA paramedics. HVA shall reimburse the City of South Lyon for the cost of utilities for its portion of activity in the station. HVA shall also be responsible for repairs to the roof, garage doors and their opening mechanisms, climate control equipment, as well as the upkeep of its areas of use, consistent with the standards set by South Lyon for its facilities. The City of South Lyon shall be responsible for the cost of exterior maintenance including snow removal from driveways and parking areas, as well as structural repairs of the building.

HVA shall not add any additional signage/decals/lettering anywhere on the City of South Lyon property/building beyond what is currently on the front of the City of South Lyon facility. If the current sign falls into a state of disrepair as determined by the South Lyon Fire Chief, this sign shall be removed by HVA or repaired within 30 days written notification.

HVA shall only have use of one (1) apparatus bay. The South Lyon Fire Department maintains the right to store apparatus or additional equipment in the apparatus bay that had previously been used by HVA.

HVA shall pay for 10% of water usage which will be billed by the City of South Lyon to HVA each July for the preceding fiscal year (July 1 to June 30).

HVA shall pay for 10% of the natural gas usage which will be billed by the City of South Lyon to HVA each July for the preceding fiscal year (July 1 to June 30).

APPENDIX C

Initial Ambulance Rates

Base Rate:	\$ 704.00	(ALS or BLS)
	\$ 862.00	(ALS2)
Mileage:	\$ 12.75	(per loaded mile)
Oxygen:	\$ 50.00	
Patient Assessment	\$ 130.00	(if there is no transport)

The Municipalities will be advised of any changes in rates above five percent per year.

Charitable Care Policy: Patients with an income level equal to or less than 200% of federal family poverty guidelines are eligible for discounted or free ambulance transportation per the HVA Board of Trustees charitable care policy. As of January 1, 2011, 200% of the U. S. Department of Health and Human Services Poverty Guideline income level for an individual is \$21,780 and for a family of four (4) is \$44,700.

AGENDA NOTE

Item No. *II*

MEETING DATE: May 13, 2019

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: 2019-2020 Budget

EXPLANATION OF TOPIC: You have all received a copy of the 2019-2020 Budget. At tonight's meeting City Council has the opportunity to go over changes that were done in response to comments made at the last budget workshop, comments made at City Council meetings, and additions to the budget outlined in the narrative.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: None.

POSSIBLE COURSES OF ACTION: To make comments or changes before the budget is adopted at the May 28th City Council Meeting.

RECOMMENDATION: To advise manager and staff to make recommendations or changes agree with what was presented.

SUGGESTED MOTION: None is needed

SOUTH LYON POLICE DEPARTMENT

Christopher J. Sovik
Chief



Memorandum

To: City Manager Paul Zelenak
From: Chief Christopher J. Sovik
Subject: Dorothy Street Block Party
Date: May 6, 2019

I have received a permit request for the above-referenced event, scheduled for June 15, 2019, from 12:00 p.m. to 8:00 p.m. The organizer, Ms. Sarah Belanger, obtained signatures from the residents of all homes affected by the requested road closure, (from Dorothy/McMunn to Dorothy/Hagadorn).

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

c: Lt. Douglas Baaki
Chief Robert Vogel
Ron Brock
Lisa Deaton



SOUTH LYON POLICE DEPARTMENT

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

BLOCK PARTY APPLICATION

Date Application Submitted: 4/29/19

Requested Block-off Date: 5.15.19

Applicant / Contact's Name: Sarah Belanger PH # [REDACTED]

Applicant Address: 401 Dorothy St.

Block-off Time: 12 pm

Block-off removal Time: 8 pm

Street Names to be blocked off: Dorothy Street
Cross Roads are McMunn

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

BJ + Sarah Johnson	420 Dorothy St.
Tina and Kirk Sain	435 Dorothy
Jessica and Josh Beahart	405 Dorothy
Pam Mills	411 Dorothy
Shari Fowler	417 Dorothy
Justin Maarahan	423 Dorothy
Dan Beahart	418 Dorothy
Ty Gurnick	412 Dorothy
John Hester	690 McMunn

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

Applicant's SIGNATURE

APPROVED [☒]

DENIED [☐]

Chief Christopher J. Solt

HOLD HARMLESS

To the fullest extent permitted by law the

Sarah Belanger
(Name of Applicant/Organization)

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

SLB
Signature

5.4.19
Date

2019 DOROTHY ST
BLACK PAPER

Google Maps

