

# **Regular City Council Meeting**

## **July 25, 2022**

### **Agenda**

**7:30 p.m.**      **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Approval of Minutes: July 11, 2022**  
**Approval of Bills**  
**Approval of Agenda**  
**Consent Agenda**

**Public Comment**

**Discussion - Downtown**

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

#### **I.    Unfinished Business**

#### **II.   New Business**

- 1. Professional Service Agreement for Audit of the FYE June 30, 2022 Financial Statements**
- 2. Fiscal Year 2021 - 2022 Final Budget Amendments**
- 3. First Reading for City Ordinance Chapter 46, Article II, Fire Department Inspections and Maintenance Reports**

#### **III.   Budget**

#### **IV.   Public Comment**

#### **V.    Manager's Report**

#### **VI.   Council Comments**

#### **VII.  Adjournment**

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

### **Rules of Conduct for Public Comment at Council Meetings\***

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

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

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

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

City of South Lyon  
Regular City Council Meeting  
July 11, 2022

Mayor Pro Tem Kennedy called the meeting to order at 7:30 p.m.

Mayor Pro Tem Kennedy led those present in the Pledge of Allegiance

Roll Call: Mayor Pro Tem Kennedy, and Councilmembers: Dilg, Kurtzweil, Kivell, Mosier, and Hansen

Also present: City Manager Zelenak, Fire Chief Thorington, Lieutenant Baaki, Finance and Benefit Administrator Tiernan, DDA Director Mack, Clerk/Treasurer Deaton and Director Varney

Absent- Mayor Pelchat

CM 7-1-22 MOTION TO APPROVE ABSENCE OF MAYOR PELCHAT

Motion by Kurtzweil, supported by Hansen

Motion to approve Mayor Pelchat's absence

VOTE:

MOTION CARRIED UNANIMOUSLY

MINUTES- 6/27/22

Councilmember Kivell stated the words live and should be removed from the first paragraph.

CM 7-2-22 MOTION TO APPROVE THE MINUTES AS AMENDED

VOTE:

MOTION CARRIED UNANIMOUSLY

BILLS

Mayor Pro Tem Kennedy gave some background on the invoice from L.D. Agostini & Sons. He stated he noticed the repaired old water tank was leaking evidenced by the rust stain on the side. He discussed it with the City Manager who explained we are withholding \$170,000 to cover any needed repairs. Now the contractor is asking to be paid \$321,920.00 for the work they did on the old tank. He is concerned about paying a contractor for a repair that wasn't completed properly and is still leaking. He then stated the City Manager explained we have the leverage necessary to ensure the contractor fulfills their obligation, including if they go out of business, etc. In his discussions with the City Manager, he stated the money will be there and there is a warranty. He is concerned there may not be enough money to fix it, and why wasn't it repaired properly to begin with. Has the root cause been identified, how much will it cost to repair the work that has been done previously? How long will it take and what are the next steps. Is there a documented plan? He then stated as of 2 hours ago, most Councilmembers were unaware of the issue. He stated he asked the City Manager to give all Councilmembers the information and have the engineers available for questions and then make an informed decision on paying the invoice. Councilmember Kivell made a motion, then amended the motion, then discussion was held in regards to a chairperson seconding a motion. Councilmember Kurtzweil stated she was aware of the leak. She then asked if there was a performance bond on the project, which the City Manager confirmed we do. She then stated the performance bond more than covers any repairs that will be done on the tank, so she isn't concerned they will be walking off the job. If you have a performance bond on the project, and they don't complete it, you can make a claim on the bond, and hire another contractor to make the repairs. She then stated making the repairs are being addressed, now is not the time to empty the water tank due to the residents watering their grass and using more water. It makes sense to make the repairs in September. She further stated when you have a construction job, there is always a punch list to ensure everything is completed. City Manager stated there is \$170,000.00 being held in retainage, and there is also a one-year guarantee regarding the tank, and a three plus million-dollar performance bond as well. We had one tank constructed, and the older tank was repaired. They added a new liner and grout and it was refilled and in operation. We found a small area that was still leaking and we contacted the contractor and we are

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looking at when we will have it repaired. The repair was made with the tank drained, and we don't want to drain the tank for that small repair during the summer months due to the large usage amounts. We can make temporary repairs, but we don't think it was a huge mistake. He then stated the dollar amount on the bill tonight is for electrical work, grouting, and we deemed 99% everything is working fine. There are no other leaks. There was no way to know there would be a leak until it was full of water.

Councilmember Kivell stated this is the first he has heard of a bond. City Manager Zelenak stated we have bonds on any of our large-scale projects, same for road or water main projects. Councilmember Kivell stated he thinks that knowing about the bond would have relieved some people's concerns. Further discussion was held regarding the leak in the water tank and holding money back from the contractor.

Mike Darga of HRC stated when we speak about a temporary repair, we are talking more about an injection, rather than scraping away the grout. It would be pressure injected grout. There is a liner inside with multiple layers of epoxy, and if we pressure inject it, it will fix the leak until fall. He further stated if there is water coming out anywhere, they will find it then. Mr. Darga stated the repairs that are being done now, are the same as we've done in the past. Councilmember Kivell asked what the duration of time before they could put water in it. Mr. Darga stated it took about a month and we will keep running it until mid-September, then it will take about a week. Mayor Pro Tem Kennedy stated he is speculating the water is getting in at the top. Mr. Darga stated it has to be above where it is coming out. Councilmember Kurtzweil stated if it was coming in lower than the top, the leak would have been found as it was being filled. Councilmember Dilg stated she is confused as to why some Councilmembers aren't comfortable paying this bill. Is there negligence involved, is it disastrous. Mr. Darga stated no, there was no negligence, and it is a very small leak. Councilmember Kivell stated this was a very specific thing when they were supposed to fix is the exact thing that is happening with the leak, which is concerning. Councilmember Hansen asked if they will be paid before or after the work. Mr. Darga stated you pay them as you go, but there is money still held for any repairs and to ensure they complete the work.

#### CM 7-3-22 MOTION TO APPROVE THE BILLS

Motion by Kurtzweil, supported by Hansen

Motion to approve the bills as presented

ROLL CALL VOTE:

Hansen- Yes

Kurtzweil- Yes

Kivell- Yes

Dilg- Yes

Mosier- Yes

Kennedy- Yes

MOTION CARRIED UNANIMOUSLY

#### AGENDA

#### CM 7-4-22 MOTION TO APPROVE AGENDA

Motion by Dilg, supported by Hansen

Motion to approve the agenda as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT- No public comment

#### DISCUSSION- Downtown

DDA Director Nate Mack stated the Farmers Market was once again full the past weekend with 50 vendors. He stated it has been a great season and Diana has done a great job. He then thanked DPW for moving picnic tables in the Farmer's Market area near the food trucks so people could sit and enjoy their food. We have had hundreds, possibly a thousand people come out. He further stated at the next DDA meeting, they will be discussing a recommendation for a new board member, as well as officers for the



DDA Board. The DDA Economic Vitality committee met last week and discussed what kind of businesses we would like to see downtown. He was able to get some information from Oakland County that shows which businesses would be ideal. Mr. Mack stated they will be working with SEMCOG on a Shop Local video and it will be community-wide and will be ready for the shopping season. He then stated the book store closed, and as of the next day, it had a sale pending, but he isn't comfortable discussing the business that may be buying it. He then updated everyone on the clock downtown, there is some oil inside it that needs to be replaced, and the hands need to be tightened, and Jeff Archey is working with the contractor.

Councilmember Hansen asked if he has spoken with Tenpenny regarding their flower bed that was hit, will they be trying to improve it. Mr. Mack stated he hasn't spoken with them as of yet. Councilmember Hansen asked if there are plans to replace the dead trees downtown. Mr. Mack stated he has been looking at which trees would be best to have in a downtown. Councilmember Dilg asked what is his role in trying to get certain businesses to come to our town. Mr. Mack stated people contact him that are interested in opening a business in South Lyon, and he keeps a running list as well as the property owners sometime contact him with information they are selling. He further stated he gets information from Oakland County Main Street based off demographic information almost like a market study of what is needed in downtown and what our city residents can support. He further stated he has to have data to show the business owners if their business will be successful in our downtown. Councilmember Kivell asked if the board member is a new opening. Mr. Mack stated it is the seat that Gene Carroll resigned from a few months ago.

#### FIRE CHIEF REPORT

Fire Chief Thorington stated as of today, we have had 565 incidents. He stated they had a spray park at the Whipple Street parking lot on the 5<sup>th</sup> of July and they had a good turnout, the kids had a lot of fun. They are having another one on July 25<sup>th</sup>. He said the night shift is working out pretty well so far. He then stated they had training at the city-owned house on Lafayette with smoke machines for search and rescue, and firefighter down and the smoke used was not real so if needed they could take their mask off. He then stated he is asking for two ordinance proposals at the next council meeting, one is the IROL. Currently when a private business has an inspection on their sprinkler system or alarm system, they write it on a triplicate report and then they mail it to the Fire Department and that causes significant delays. The new system is electronic and if there is an alert, they are notified right away which critical violations could be flagged.

#### POLICE CHIEF REPORT

Lieutenant Baaki stated they had an overdose over the weekend, and the officers had to administer 6 doses before the subject came out of it and went to the hospital. He then stated our recruit that we are sponsoring is starting the academy. He then stated we are looking for a crossing guard and a cadet. He stated they will be doing some rescue task force training with the Fire Department at Hardy where they will be training for active shooter roles, and then they go in with the Fire Department for victim assessment. Lieutenant Baaki stated he checked on the truck and if they should have it in late August or early September. The administrative assistant started today and they are very happy about that.

#### UNFINISHED BUSINESS- None

#### NEW BUSINESS

1. Purchase and installation of fire station water softener system

Fire Chief Thorington explained the fire station has some very hard water and it is rough on the appliances, fire equipment and vehicles. He stated he has received 3 bids and they are all commercial

level water softener. Councilmember Hansen stated he bought his water softener from Advanced as well and it has worked out perfectly.

CM 7-5-22 MOTION TO APPROVE WATER SOFTNER PURCHASE

Motion by Dilg, supported by Kurtzweil

Motion to approve the installation and purchase of a water softener totaling approximately \$5,000.00 from account number 101-336-972.

ROLL CALL VOTE:

Mosier- Yes

Dilg- Yes

Kivell- Yes

Hansen- Yes

Kurtzweil- Yes

Kennedy- Yes

MOTION CARRIED UNANIMOUSLY

2. Replace two small round drains with two 9" trough drains

Fire Chief Thorington stated we have trough drains throughout the fire station, but for some reason we do have two small drains under the equipment and it becomes overwhelmed and makes a muddy mess quickly. They will match the trough drains we already have. He reached out to Allied a while back and received a large bid, and he reached out to Kerry Curtis and Mastercraft Floors and received two more bids. He stated one was from someone that worked for Dearborn in the past, but he doesn't know him personally. Councilmember Hansen asked why such a big difference from the quotes from Allied to the other two. Chief Thorington stated the one from Allied included the floors which isn't what we were looking for. Councilmember Kivell stated those are the kinds of outliers and they are so far away from the other two bids, they aren't competitive, so it's a throw away and defeats the purpose and sometimes it is difficult because sometimes you could find four contractors when it comes to masonry.

CM 7-6-22 MOTION TO APPROVE REMOVAL AND REPLACEMENT OF DRAINS

Motion by Hansen, supported by Dilg

Motion to approve the removal of two round drains, sawcut the concrete floor, and replace with two 9"x1" trough drains in the amount of \$5,000.00 from account line item 101-336-978

ROLL CALL VOTE:

Kurtzweil- Yes

Kivell- Yes

Dilg- Yes

Hansen- Yes

Mosier- Yes

Kennedy- Yes

MOTION CARRIED UNANIMOUSLY

3. Change orders for Capital Improvement project at water treatment plant

City Manager Zelenak stated it is nearing its first phase of completion. To improve efficiency, we are presenting several change orders surrounding the improvements as the project is nearing its final completion stages. There are five outstanding change orders that are all combined into change order #3. The city still holds funds in retainage for this project as well as liquidated damages that are currently being discussed due to the contractor not meeting the substantial completion date per the contract. Tonight, Council may approve, or deny the change order #3 for the water treatment plant for \$168,060.99 under line item 592-452-802. Mayor Pro Tem Kennedy stated we are being charged \$117,401.24 for a temporary bypass piping. He stated the contract reflects the contractor is required to go through a series of valve installations and complete them within 24 hours and without interfering with the continual usage of water by the residents. He further stated it reflects, if the contractor is unable to do that, they will need

to install a bypass. Why are we being charged separately by the bypass. Mr. Darga stated there was one valve in the water plant that controls the drainage while filling the tank and when speaking with city staff, they didn't feel confident that they could shut the valve off and give the contractor the time they needed, and our biggest fear was not being able to get the valve open, therefore we couldn't provide the 24 hours for the contractor to do the work. Mayor Pro Tem Kennedy asked whose decision it was to allow them to charge for the bypass, was it HRC or maybe the contractor didn't include that in their original bid. Mr. Darga stated they told him we didn't think we could close the valve. The bypass was not in their original bid. Once we got the bypass in, they were able to always provide water to the city and we didn't have to worry about opening and shutting off the valve that may not work. Also, they were able to do the work during the day as to not to bother the residents that live in the area during the evening or night. There are valves in place now the city can use if needed. Mayor Pro Tem Kennedy stated when the contract was written, the city expected the four valves to be replaced in a particular sequence, and no one tried the valve to see if it would work before the contract was written. He further stated at some point it was realized it wouldn't work, so the contractor was told to put the bypass in. He then stated HRC wrote the contract and didn't check to see if the valve was going to work and the work could be done in 24 hours, so because that wasn't verified, the contractor is now charging the city extra money. Roland Alix of HRC stated we set up the plans and the specs assuming the valve could be successfully operated and the contractor could close the valve and cut in a section of pipe and operate everything. We didn't spec for a bypass to be installed. if we had, the contractor would have included that in the bid. We didn't specify that and we were hoping best case scenario it would work and we decided we and the city staff wasn't quite comfortable with the reality that the bypass should have been included in the beginning. Councilmember Kurtzweil thanked HRC for their work for the city. She stated municipal funds are hard to come by, and when a large project comes out for bid, she believes the vendors try to come up with a number the city can handle. She further stated the critical assessment was being made in the beginning of the process, but it wasn't thought to be a critical point. She stated it was looked at and other decisions were made and as other things went on, things began to development showing a different decision needed to be made which is the essence of a change order. That is why you have change orders to allow the decision process to be made as you move through the project, and if someone thinks a different decision should have been made. A change order was needed and she doesn't see any fault in not using it in the original bid. Councilmember Kennedy stated the role of a project manager is to identify upfront to the best of their ability to find things that could go wrong, and how to avoid those circumstances. This was a critical path, it had to be completed in 24 hours. Councilmember Dilg asked if this is a situation where if it wasn't put in the original bid, and now it's an emergency and it costs more money. Mr. Alix stated they had many conversations with the contractor, city manager and city staff, it may have been a little different if the costs and labor was different, but it is similar to what it would have cost in the original contract. Councilmember Hansen asked if there will be more change orders to come before Council. Mr. Darga stated there may be more change orders.

CM 7-7-22 MOTION TO APPROVE CHANGE ORDER #3

Motion by Kurtzweil, supported by Dilg

Motion to approve the change order #3 for the water treatment plant for \$168,060.99 under line item 592-452-802

ROLL CALL VOTE:

Hansen- Yes

Kurtzweil- Yes

Kivell- Yes

Dilg- Yes

Kennedy- Yes

MOTION CARRIED UNANIMOUSLY

BUDGET- No discussion was held

PUBLIC COMMENT- None

### MANAGER'S REPORT

City Manager Zelenak stated we are still waiting for information from ARPA for allowable uses for the federal funds. We will have a presentation when we get more information. He then explained we have a public informational meeting for the road improvement program tomorrow at city hall from 4pm to 7pm. We also have one scheduled for Saturday July 23<sup>rd</sup> from 11am to 2pm. He is also scheduling meetings with homeowner associations. We've had 4 out of the planned 13 social media posts informing residents of the road plan and the ballot proposal. He then reminded Council if they are interested in introducing any of the bands for the Concerts in the Park to email him with the dates that are available. City Manager Zelenak stated based upon communications in the past as well as today, he has informed department heads that in the future, Council's packet will need to include all the bidders and their bid information, not just the lowest bid for Council to review. Councilmember Dilg asked if we are reaching out to the homeowner's association. City Manager Zelenak stated he is putting the information on social media, and one homeowner association reached out to him. We don't have contact information for all of them. Councilmember Kurtzweil stated she has been out speaking with people about the road bond, and homeowner's people are very positive about it and many people are taking a look and realizing it is time to get the roads fixed. And people are saying they should have been dealt with years ago, but they weren't which is why it is a good thing we have the team here that we do now. We are solving problems of the past; we should have had a funded road plan years ago. She then stated she is concerned about the dumping that happened at 948 Stratford. She further stated regardless of what was dumped into the storm drain, we have an ordinance against dumping into storm drains and she hopes the city will issue that contractor a citation, this is not an issue to educate them. Our water supply and storm drains are very important. Most contractors bring a tub with a lid and take their water with them. There is too much money spent on infrastructure for someone to dump in our storm drains. She then stated years ago, someone was dumping oil on Dixboro near 9 Mile, people set up trail cams. You could see it on the water, and this is not a dumping ground. Councilmember Kivell asked if we are putting the road bond issue on the cable channel. City Manager Zelenak stated he will look into that. Councilmember Kivell stated he hopes we really start pushing that unless your cool with the roads, we need to get in the right direction. Councilmember Hansen stated we budgeted for replacing trees, and he hopes this can be looked into now, because the best time for planting is fall. He then asked if the pot holes will be fixed at the Wells St parking lot, or are we waiting until the construction is done. City Manager Zelenak stated he will contact the DPW and find out. Councilmember Kennedy stated there is a need to push the information out about the road bond, and a lot of the absentee ballots have been returned and he hopes we get the information to the folks in the upcoming weeks. Councilmember Hansen asked if there is a mailer going out to the absentee voters informing them about the road bond. City Manager Zelenak stated added something to the water bill that recently went out, social media sites, as well as our website. We did not spend tens of thousands of dollars doing mailings, most is word of mouth.

### COUNCIL COMMENTS

Councilmember Dilg congratulated the organizers of the South Lyon Pride Event. It was very successful and over 500 people attended the event. There were over 30 booths and she appreciated the support of the local businesses, Venue, Julie Paquette, a local lawyer, Spun Sugar, and the Unitarian Church. There were a lot of people there and it was a fun family friendly event. And she appreciates the community's positiveness towards it. She stated it was great to see Nate and Councilmember Kivell there and she appreciated the low-key presence of our police department.

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Councilmember Hansen stated this will be the 10<sup>th</sup> annual Fury for a Feast by the Witches Hat Brewing for Gleaners, and Blessings in a Backpack, on August 20<sup>th</sup>, 2022. They collect food and it's a fundraiser. They have helped to raise over \$93,000 and gather almost 10,000 pounds of food. They are hoping it will put them over the \$100,000.00 number. People are still struggling and they want people to have an opportunity to hear some good music, have some great beer and food, but also a way to pool some money and food for charities that will keep the funds in our community.

Councilmember Kurtzweil stated on July 8<sup>th</sup> she attended a memorial service for Michael Krol who was a police officer shot and killed by a sniper while he was on duty and protecting protestors at an anti-police brutality march in Dallas Texas in 2016 and it was well publicized. She stated the service was held in South Lyon and it was very well attended. Prior to accepting a position with the Dallas Police Department, he was a deputy at the Wayne County Police Department. She thanked everyone that attended, and all the law enforcement that came in from around the country to our wonderful city. She then thanked members of the Wayne County Sheriff's Department, the Wayne County Color Guard, members of the Dallas Police Department, elected officials and members of the public and most importantly South Lyon Police Chief Chris Sovik. He was publicly recognized for being in attendance at this event and he was so well received by his fellow law enforcement officers. She thanked Chief Sovik for giving South Lyon a very good look and she thanked him for sending his condolences to a mother who lost her son to a sniper while protecting protestors. Her heart was broken and as she sat through that service she looked around and asked herself if she would ever take a profession where she would offer her life up for another individual, and she looked around the church and saw all the law enforcement officers from all over the country, she doesn't think so, but she knows everyone of them would. She again thanked Chief Sovik for extending his condolences and she stated all the divisiveness that is out there today in regards to Police, needs to stop. Councilmember Kurtzweil thanked the sponsors for the E Lake Cruise In, which was E Lake Dental, Shadow Rods, The Corner Social, and Stone Depot. Everyone should support our local businesses.

Councilmember Kivell stated Elissa Slotkin went to the War Dog Memorial with the Secretary of the VA and it was a remarkable thing that someone on the Cabinet would end up being in our backyard to see the War Dog Memorial, and it gives you some understanding of the honor and the importance of these animals. It was cool to see Elissa again at the Pride event and that event was delightful. It was well attended with wonderful weather and Thad Bogart had his new gear out there and it was really great music and nice and clear and people that were making speeches to the public, were heard nice and clear. He thanked him for bringing out all his equipment.

Councilmember Mosier stated the Pride Event was very successful as well as the Farmers Market. They were so busy and it is so nice seeing everyone out and about. She hopes everyone comes out for Motorfest as well and she hopes everyone visits all of our local shops.

Councilmember Kennedy congratulated the Kensington Valley Civitan Club on their second Youth Entrepreneur Market that took place on July 9<sup>th</sup>. They had some very talented individuals there with some great products for sale. If you haven't had the chance to visit yet, he encourages everyone to do so and help support these folks and their foray into the business world. The event is held in the grassy area between Biggby Coffee and Lucas Coney Island. The next event will be held on Saturday, August 13<sup>th</sup> from 10am-3pm, so mark your calendars now. He then reminded everyone that Furry Friends Rescue will be at the Farmer's Market on Saturday, July 30<sup>th</sup> collecting returnable bottles and cans to help fund their

efforts. So, remember to drop by, and drop off your bags of returnables to help this organization as they work to find permanent, loving homes for pets.

ADJOURNMENT

CM 7-12-22 MOTION TO ADJOURN

Motion by Kurtzweil

Motion to adjourn meeting at 8:46 p.m.

MOTION CARRIED

Respectfully submitted,

\_\_\_\_\_  
Mayor Pro Tem Kennedy

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

DRAFT

# **AGENDA NOTE**

## **New Business #1**

**MEETING DATE:** July 25, 2022

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

**AGENDA TOPIC:** Professional Services Agreement for Audit of the FYE June 30, 2022 Financial Statements.

**EXPLANATION OF TOPIC:** The City of South Lyon will engage Plante & Moran, PLLC to perform an audit of the Fiscal Year Ending June 30, 2022 Financial Statements, assist in drafting the Financial Statements and related notes. The approximate cost of the engagement will be \$68,000. The proposed Service Agreement includes a 5% increase from the previous year's contract.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Professional Service Agreement provided by Plante & Moran, PLLC.

**POSSIBLE COURSES OF ACTION:** Approve or not approve the Professional Service Agreement by Plante & Moran, PLLC to perform audit services for the City of South Lyon for Fiscal Year Ending June 30, 2022.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Professional Service Agreement by Plante & Moran, PLLC to perform audit services for the City of South Lyon for Fiscal Year Ending June 30, 2022.





**Plante & Moran, PLLC**  
1098 Woodward Avenue  
Detroit, MI 48226-1906  
Tel: 313.496.7200  
Fax: 313.496.7201  
plantemoran.com

July 12, 2022

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

Dear Mr. Zelenak:

Thank you for your continued selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of South Lyon (the "City").

#### **Scope of Services**

We will audit the City's financial statements as of and for the year ended June 30, 2022. In addition, the supplemental information accompanying the financial statements, consisting of the Nonmajor Governmental Funds Combining Balance Sheet and Statement of Revenue, Expenditures, and Changes in Fund Balances, Schedule of Expenditures – General Fund, Schedule of Expenditures by Activity – Major and Local Roads Funds, and the Schedule of Operating Expenses – Proprietary Fund – Water and Sewer Fund, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services. If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

#### **Timing of Services**

Due to the ongoing Coronavirus pandemic, we expect to perform this engagement with a combination of on-site and remote work. If you prefer for us, as an alternative to certain elements of our on-site work, to perform as many procedures remotely as possible, please let us know as soon as possible. This work is expected to begin on August 8, 2022. Completion of our procedures and issuance of our report will be dependent upon our ability to obtain sufficient appropriate information and access your staff. If you elect to have us perform as many procedures remotely as possible, there may likely still be procedures that will require us to be on-site. We will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions.



July 12, 2022

### **Fees and Payment Terms**

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expends at our current hourly rates. We estimate that our fee for this engagement will range from \$62,500 to \$68,000. The fee estimate does not include time incurred for the required implementation of GASB Statement No. 87, *Leases*.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. In the event any of these issues arise, we will discuss additional fee estimates with you.

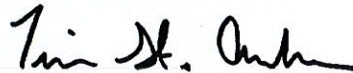
Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

**Plante & Moran, PLLC**



Timothy St. Andrew

### **Agreed and Accepted**

**We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between City of South Lyon and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.**

City of South Lyon

\_\_\_\_\_  
Paul Zelenak, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter**

This Professional Services Agreement is part of the engagement letter for audit services dated July 12, 2022 between Plante & Moran, PLLC (referred to herein as "PM") and City of South Lyon (referred to herein as "Client").

1. **Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client's underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. Client has designated Ms. Patricia Tiernan and City Manager Zelenak to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM's independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants that (a) it has provided PM any and all Independence Information existing as of the date of this Agreement, (b) that such Independence Information is accurate and complete as of the date of this Agreement, (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement, and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.



## ***Professional Services Agreement – Audit Services***

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.
8. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
9. **Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously



## **Professional Services Agreement – Audit Services**

established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 10. Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client financial statements specified in this Agreement.
- 11. Management Representations** – Client is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 12. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 13. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:



## **Professional Services Agreement – Audit Services**

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 14. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 15. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should it attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 16. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to



## **Professional Services Agreement – Audit Services**

the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.

- 17. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

- Failure by Client to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by Client to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances, including those created by the Coronavirus pandemic and resulting market conditions;
- Delays by Client causing scheduling changes or disruption of fieldwork, including challenges created by the Coronavirus pandemic resulting from the inaccessibility of Client personnel or records;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 18. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

- 19. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.

- 20. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.



## ***Professional Services Agreement – Audit Services***

21. **Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to COVID-19 or other infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of COVID-19 or other infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
22. **Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
23. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
24. **Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
25. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
26. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
27. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
28. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
29. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this Agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
30. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

## **End of Professional Services Agreement – Audit Services**

# **AGENDA NOTE**

## **New Business Item #2**

**MEETING DATE:** July 25, 2022

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

**AGENDA TOPIC:** Fiscal Year 2021 - 2022 Final Budget Amendments

**EXPLANATION OF TOPIC:** Fiscal Year 2021-2022 budget amendments totaling \$312,836 for General Fund Revenue and \$103,626 for General Fund Expenditures.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Budget Amendment Explanation for General Fund. Amended Department Budget Spreadsheets.

**POSSIBLE COURSES OF ACTION:** Approve/Reject the proposed budget amendments.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the proposed Fiscal Year 2021-2022 final budget amendments.



## **Budget Amendment Explanation**

### **FYE June 30, 2022**

#### **General Fund – Revenues**

Proposed increase of \$312,836 to Building Permits account line (101-000.000-490.000) from \$270,000 to **\$582,836**. This increase in revenue is attributed to the higher than anticipated residential building permit & inspection fees received this past year.

Total appropriation for General Fund Revenues will increase to \$7,906,222.

#### **General Fund - Expenditures**

##### ***Administrative:***

Proposed increase of \$70,000 to Professional Services account line item (101-222.000-801.000) from prior amended amount of \$556,590 to **\$626,590**. This increase is attributed to higher than anticipated May and June billing from SAFEBuilt corresponding to the large increase in revenue from Building Permits & Inspections.

Proposed increase of \$23,461 to Contractual Services account line item (101-222.000-802.000) from \$105,539 to **\$129,000**. This increase is attributed to higher than budgeted postage costs for election mailings, copier service contract fees and miscellaneous professional consultant fees.

Proposed increase of \$10,165 to Telephone account line item (101-222.000-853.000) from \$12,835 to **\$23,000**. This increase is attributed to increased cost for Comcast phone, fax and internet line service to City Hall.

Total Department increase in expenditures: \$103,626.

Total appropriation for General Fund expenditures will increase to \$7,672,230.

<b>101 GENERAL FUND REVENUES</b>							
		Audited	Adopted	Amended	Adopted	Proposed	Proposed
Revenue	Description	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	2024-2025
	<b>TAXES</b>						
402.000	Current Property Tax	4,574,926	5,198,610	<b>5,198,610</b>	5,526,585	5,637,379	5,750,389
432.000	Service fee in lieu of taxes	-	-	-	-	-	-
434.000	Mobile Home Park	1,104	1,100	<b>1,100</b>	1,100	1,100	1,100
445.000	Penalties and Interest	14,451	12,000	<b>12,000</b>	12,000	12,000	12,000
	<b>Total</b>	4,590,481	5,211,710	<b>5,211,710</b>	5,539,685	5,650,479	5,763,489
	<b>LICENSES &amp; PERMITS</b>						
476.000	Licenses & Business Permits	2,895	2,000	<b>2,000</b>	3,000	3,000	3,000
490.000	Building Permits	506,633	270,000	<b>582,836</b>	405,000	300,000	300,000
490.100	Plumbing and Mechanical Permits	40,232	30,000	<b>30,000</b>	35,000	35,000	35,000
490.200	Electrical Permits	47,719	35,000	<b>35,000</b>	38,000	38,000	38,000
	<b>Total</b>	597,479	337,000	<b>649,836</b>	481,000	376,000	376,000
	<b>INTERGOVERNMENTAL REVENUES</b>						
528.000	Other Federal Grants	70,388	250,000	<b>250,000</b>	-	600,000	639,777
573.000	State Shared Rev-Comm. Stabilization	240,317	100,000	<b>100,000</b>	100,000	100,000	100,000
574.000	State Shared Revenues	1,092,871	1,063,276	<b>1,063,276</b>	1,192,780	1,200,720	1,203,722
	<b>Total</b>	1,403,576	1,413,276	<b>1,413,276</b>	1,292,780	1,900,720	1,943,499
	<b>CHARGES FOR SERVICES</b>						
447.000	Property Tax Admin Fees	102,293	101,500	<b>101,500</b>	102,250	102,250	102,250
491.000	Board of Appeals	1,800	1,350	<b>1,350</b>	1,500	1,500	1,500
491.100	Rezoning Fees	-	-	-	-	-	-
634.000	Grave Openings & Foundations	49,445	40,000	<b>40,000</b>	35,000	35,500	36,000
635.000	W & S Administration	-	-	-	-	-	-
668.200	Property Rental-Cable	134,161	125,000	<b>125,000</b>	125,000	125,000	125,000
671.300	Lease-Antenna	41,802	38,000	<b>38,000</b>	40,000	40,000	40,000
671.500	Property Rentals	-	-	-	-	-	-
	<b>Total</b>	329,501	305,850	<b>305,850</b>	303,750	304,250	304,750
	<b>FINES &amp; FORFEITURES</b>						
655.301	Parking Violations	340	150	<b>150</b>	150	154	158
659.000	Local Court Fines	14,899	15,000	<b>15,000</b>	15,000	15,000	15,000
	<b>Total</b>	15,239	15,150	<b>15,150</b>	15,150	15,154	15,158
	<b>MISCELLANEOUS REVENUES</b>						
592.200	Oakland Together CVT COVID Funding	215,368	-	-	-	-	-
665.000	Interest Income	2,300	15,500	<b>15,500</b>	1,200	1,230	1,255
665.200	Equalization & Contingency Interest	70	100	<b>100</b>	25	25	25
665.751	Park and Rec Interest	-	-	-	-	-	-
666.220	MMRMA Dividends	70,012	60,000	<b>60,000</b>	60,000	60,000	60,000
673.000	Sale of Fixed Assets	-	10,000	<b>10,000</b>	20,000	-	-
674.209	Contribution-Perpetual Care	50,000	49,500	<b>49,500</b>	48,110	45,427	44,877
675.200	Contribution - Winter Events	-	4,000	<b>4,000</b>	-	-	-
675.751	Contribution - Parks & Rec	-	-	-	100,000	-	-
675.802	Donations to Cultural Arts Comm.	280	300	<b>300</b>	300	300	300
675.820	Contribution - Veterans Memorial Project	8,200	7,500	<b>7,500</b>	5,000	-	-
680.000	Miscellaneous	43,733	75,000	<b>75,000</b>	45,000	45,500	46,000
680.210	Wedding Proceeds	650	1,950	<b>1,950</b>	1,950	1,950	1,950
680.301	Police Miscellaneous	56,234	55,000	<b>55,000</b>	153,474	55,000	55,000
680.336	Fire Miscellaneous	9,883	4,500	<b>4,500</b>	4,500	4,500	4,500
680.703	Prior Year's Property Tax	6,035	5,800	<b>5,800</b>	5,000	5,100	5,200
682.000	Grant Money - Other	-	-	-	-	-	-
682.301	Grant Monies - Police Dept.	-	5,000	<b>5,000</b>	10,000	5,000	5,000
682.336	Grant Monies - Fire Dept.	5,018	5,000	<b>5,000</b>	10,000	5,000	5,000
682.802	Grant Monies - Cultural Arts	-	-	-	-	-	-
683.300	Payment of Sidewalk by Residential	3,425	6,250	<b>6,250</b>	10,000	10,000	10,000
687.230	SMART Credits	586	5,000	<b>5,000</b>	500	500	500
	<b>Total</b>	471,793	310,400	<b>310,400</b>	475,059	239,532	239,606

	<b>TOTAL FISCAL YEAR REVENUES</b>	7,408,070	7,593,386	<b>7,906,222</b>	8,107,425	8,486,135	8,642,502
	<b>BEGINNING FUND BALANCE</b>	4,564,487	5,347,414	<b>5,347,414</b>	5,581,406	5,596,826	5,825,163
	<b>COMBINED REVENUES &amp; FUND BALANCE</b>	11,972,557	12,940,800	<b>13,253,636</b>	13,688,831	14,082,961	14,467,665
	<b>TOTAL EXPENDITURES</b>	6,625,143	7,072,392	<b>7,672,230</b>	8,092,005	8,257,798	8,452,621
	<b>ENDING FUND BALANCE</b>	5,347,414	5,868,408	<b>5,581,406</b>	5,596,826	5,825,163	6,015,043
	Printed: 7/19/2022						



<b>101-222 GENERAL FUND OPERATION</b>							
<b>ADMINISTRATION</b>							
		Audited	Adopted	Amended	Adopted	Proposed	Proposed
<b>Expenditure</b>	<b>Description</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
702.000	Wages/Salaries	419,979	385,129	<b>385,129</b>	403,172	413,252	423,583
715-720	Fringe Benefits	161,103	164,889	<b>164,889</b>	195,249	200,130	205,133
725.000	OPEB Retiree Health Care Trust	31,983	17,880	<b>17,880</b>	16,560	17,000	17,500
727.000	Office Supplies	5,712	5,600	<b>5,600</b>	5,600	5,600	5,600
740.000	Operating Expense	38,833	44,900	<b>44,900</b>	48,000	49,200	50,430
740.100	Cash Drawer +/-	379	-	-	-	-	-
801.000	Professional Services	513,726	316,590	<b>626,590</b>	466,290	470,000	470,000
802.000	Contractual Services	102,594	105,539	<b>129,000</b>	121,271	118,903	121,876
807.000	Auditor	30,720	40,000	<b>40,000</b>	45,000	46,125	47,278
817.000	Planning Consultant	54,029	40,000	<b>65,000</b>	55,000	56,375	57,784
818.000	Elections	40,533	17,000	<b>27,090</b>	17,000	17,425	17,861
820.000	Computers	18,873	21,000	<b>21,000</b>	15,000	15,375	15,759
826.000	Legal Fees	67,135	70,000	<b>70,000</b>	75,000	76,875	78,797
827.000	Insurance & Bonds	51,351	57,000	<b>57,000</b>	57,000	58,425	59,886
830.000	Memberships & Dues	12,894	13,380	<b>13,380</b>	13,380	13,715	14,057
853.000	Telephone	15,145	12,835	<b>23,000</b>	16,000	16,400	16,810
861.000	Transportation & Mileage	398	5,600	<b>5,600</b>	5,000	5,125	5,253
863.000	Vehicle Maintenance	-	-	-	500	513	525
880.000	Community Promotions	68,574	94,500	<b>94,500</b>	96,000	98,400	100,860
888.000	Grant Expenditures	27,549	-	-	-	-	-
900.000	Printing	4,551	7,000	<b>7,000</b>	7,000	7,175	7,354
900.100	Publishing	5,709	6,000	<b>6,000</b>	11,000	11,275	11,557
920.000	Utilities	28,970	26,650	<b>26,650</b>	27,000	27,675	28,367
931.000	Building Maintenance	3,532	3,000	<b>3,000</b>	3,000	3,075	3,152
957.000	Education/Training	2,451	7,000	<b>7,000</b>	6,000	6,150	6,304
962.000	Miscellaneous Expense	418	1,000	<b>1,000</b>	1,000	1,025	1,051
969.000	Contribution to Community Schools	1,119	-	-	-	-	-
969.200	Contribution-Solid Waste	25,466	43,000	<b>43,000</b>	43,000	44,075	45,177
969.300	Contribution-Comm Schools--A/V Equip.	-	20,000	<b>20,000</b>	-	-	-
971.100	Beautification	2,866	6,000	<b>6,000</b>	5,000	5,125	5,253
972.000	Capital Improvements	1,697	-	-	-	-	-
974.100	Rental Properties	-	-	-	-	-	-
977.000	Equipment Miscellaneous	-	500	<b>500</b>	2,500	2,563	2,627
995.248	Transfer Out to D.D.A.	-	4,000	<b>4,000</b>	4,000	-	-
	<b>TOTAL</b>	<b>1,738,289</b>	<b>1,535,992</b>	<b>1,914,708</b>	<b>1,760,522</b>	<b>1,786,974</b>	<b>1,819,834</b>
Printed:	7/19/2022						

GENERAL FUND OPERATION							
SUMMARY OF EXPENDITURES							
		Audited	Adopted	Amended	Adopted	Proposed	Proposed
Expenditure	Description	2020-2021	2021-2022	2021-2022	2022-2023	2023-2024	2024-2025
222	Administration	1,738,289	1,535,992	1,914,708	1,760,522	1,786,974	1,819,834
301	Police	2,734,968	2,884,688	2,887,688	3,279,633	3,368,563	3,456,567
336	Fire	761,323	1,008,331	1,223,403	1,165,896	1,201,693	1,225,049
346	Ambulance	2,304	5,680	5,680	5,680	5,680	5,680
441	Public Works	913,455	1,025,197	1,025,197	1,056,462	1,085,043	1,114,404
567	Cemetery	121,662	144,910	147,960	201,241	207,017	212,961
596	Public Transportation	91,060	87,076	87,076	90,000	91,800	94,095
751	Parks & Recreation	225,016	320,493	320,493	462,365	474,193	486,334
800	Cable	1,044	13,925	13,925	13,925	3,425	3,425
802	Cultural Arts	623	2,975	2,975	5,200	5,200	5,200
803	Historical	25,900	34,125	34,125	43,580	28,210	29,073
820	Veterans Memorial Project	9,498	9,000	9,000	7,500	0	0
	<b>Totals</b>	6,625,143	7,072,392	7,672,230	8,092,005	8,257,798	8,452,621
Printed: 7/19/2022							

# **AGENDA NOTE**

## **New Business #3**

**MEETING DATE:** July 25, 2022

**PERSON PLACING ITEM ON AGENDA:** Joey Thorington, Fire Chief

**AGENDA TOPIC:**

For the City ordinances Chapter 46, Article II, amend Section 46-37 and add a new Section 46-40.

**EXPLANATION OF TOPIC:** First Reading for City Ordinance Chapter 46, Article II, Fire Department Inspections and Maintenance Reports

Amend Section 46-37: Currently, private hydrant inspections are required to be completed annually on April 30<sup>th</sup>. The SLFD Inspector is requesting the annual required date be changed to October 1<sup>st</sup>. This will prevent vendors from checking hydrants throughout the winter in inclement weather when hydrants can be buried in snow and flowing water creates ice.

Addition of a New Section 46-40:

Currently, once private contractors complete their inspections on a company's sprinkler system and/or fire alarms, they complete their report on a triplicate paper form. One of the form's three sheets is then mailed to the fire department. Often, there are significant delays in receiving the forms via mail. With IROL and online reporting systems, once the report is completed, it will be made immediately available online to the SLFD for review. SLFD is informed in a timely fashion of critical issues which require immediate fire department intervention and/or follow-up.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

1. Ordinance proposal: "2022-07-19 Fire Code Amendment Sec 46-37 and IROL"
2. Fire Inspector Moynihan letter: "IROL proposal – South Lyon"

**POSSIBLE COURSES OF ACTION:** To approve/deny/postpone/table first reading of the proposed ordinance amending the Code of Ordinance Chapter 46, Article II, Section 46-37 and adding new Section 46-40.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the first reading of the proposed ordinance amending the Code of Ordinance Chapter 46, Article II, Section 46-37 and adding new Section 46-40.



ORDINANCE NO. \_\_\_\_\_

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

**AN ORDINANCE TO AMEND THE CITY OF SOUTH LYON CODE OF  
ORDINANCES, CHAPTER 46, "FIRE PREVENTION AND PROTECTION,"  
ARTICLE II, "FIRE PREVENTION CODE."**

**THE CITY OF SOUTH LYON ORDAINS:**

**PART I. Amendments.**

Chapter 46, Article II, Section 46-37 of the City of South Lyon Code of Ordinances is hereby amended to read as follows:

**Sec. 46-37. – Inspections of fire hydrants.**

- (a) Owner means a person, corporation, domestic or foreign business, limited liability corporation or other business entity or charitable organization owning a piece of property.
- (b) Private fire hydrant means a fire hydrant that is located on a parcel of privately owned property and not located in a public right-of-way.
- (c) An owner shall inspect the fire hydrant after each use and/or annually, whichever is the shortest amount of time, to ensure that it is compliant with the standards set forth in the NFPA 25 guidelines. A copy of said guidelines shall be made available upon request to the fire inspector.
- (d) An owner shall provide a copy of said inspection to the fire inspector by ~~April 30~~October 1 of each year or within seven days after the use of said fire hydrant.
- (e) A violation of this section shall be a municipal civil infraction.

Chapter 46, Article II, of the City of South Lyon Code of Ordinances is hereby amended to add a new Section 46-40, to read as follows:

**Sec. 46-40 Inspection, Testing and Maintenance Reports**

All inspections and maintenance reports required to be furnished to the fire department by the fire code shall be electronically forwarded to the fire department using the IROL system (InspectionReportsOnLine.net), or such other similar online reporting system the city utilizes. Any company doing inspection and maintenance shall be required to register with IROL.

**PART II. Severability.** The various parts, sections and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

**PART III. Savings Clause.** The amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance.

**PART IV. Repealer.** All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**PART V. Effective Date; Publication.** This Ordinance shall take effect upon the later of ten (10) days after adoption or upon publication thereof as provided by the Charter of the City of South Lyon.

Made, Passed and Adopted by the South Lyon City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the \_\_ day of \_\_\_\_\_, 2022.

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

Adopted:  
Published:  
Effective:





## SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178

Phone: 248-437-2616 Fax: 248-437-3025

[www.southlyonfire.com](http://www.southlyonfire.com)

May 13, 2022

**To:** Fire Chief Joey Thorington

**From:** Fire Inspector Bradley Moynihan

**Subject:** IROL Implementation Request

I am requesting the city adopt an ordinance requiring the use of an electronic reporting system for sprinkler, alarm, and pre-engineered (UL 300, CO2, FM-200, etc.) system inspections within our jurisdiction.

Currently, inspections are completed by the sprinkler/alarm company on a triplicate form; they provide one copy to the property owner after the inspection, and return to the office with the other two copies. At some point one of the copies is mailed to the fire department that covers the building inspected; sometimes this is weeks or even months after the inspection is completed. Deficiencies in the system are not known about by the fire department until a copy of the report is received and processed. This means a system that is not operational may be left that way for months before the fire department knows to follow up on it. Additionally, this means an inspection may be completed, yet the fire department may not know it is and spends valuable time contacting the property owner to have inspections done which were already completed.

With the Inspection Reporting Online (IROL) system, the inspection company completes the report within the online system, making it immediately accessible to the fire department. Additionally, any significant deficiencies are marked and emailed to the department for immediate action. IROL also allows for communication between the property owner, inspection company and the fire department so all three entities are receiving the same communications.

Using IROL also eliminates any hard paper copy which the fire department has to store or handle including scanning and filing. Even the limited companies that are emailing reports, the sorting and prioritizing of these reports is time consuming.

Additionally, IROL will start a database of all life safety systems in the city. This database is accessible from anywhere with an internet connection, allowing those in our division to track systems, ensure they are up to date on inspections, and systems that are out of service. This allows us immediate notification to fire crews to assist with ground operations.

The cost of IROL to the fire department is nothing; there is a \$12.99 fee per inspection report which is paid by the inspection company. This cost is partially made up in savings from triplicate papers and mailings. There is no cost to the business owner within our jurisdiction either.

I respectfully request the adoption of IROL as the required company for reporting of fire sprinkler and alarm inspection reports. I have attached the ordinance from the City of Dearborn to show how the adoption was done in that community.

Please contact me if I can provide any additional information.

Respectfully,

Bradley M. Moynihan  
Fire Inspector  
South Lyon Fire Department  
[Insp@southlyonmi.org](mailto:Insp@southlyonmi.org)

July 20, 2022

RESIDENTS NAME

ADDRESS

RE: Pedestrian Crossing at Pontiac Trail – Marjorie Ann Intersection  
Notice of Proposed Construction Schedule

Dear Property Owner,

On behalf of the Charter Township of Lyon and South Lyon, Michigan, this letter is to advise you that the Township/ City will be commencing with the removal and replacement of the existing storm sewer system at the intersection of Pontiac Trail and Marjorie Ann Street including the roadway repair; installing ADA-compliant concrete ramps and sidewalk connections across Pontiac Trail, maintaining traffic, and all other necessary and related work.

The Road Commission of Oakland County will be installing new pedestrian signals and related items on all four corners of the intersection.

The contractor for this project has a tentative start date of July 27, 2022; and an estimated completion date of approximately August 12, 2022.

Marjorie Ann will be closed to traffic for approximately one (1) day approximately July 27 or 29, 2022, to replace the stormwater sewers. The sidewalks at the intersection will be closed to pedestrians for the entirety of the construction; approximately two (2) weeks.

If you have any questions or require more information please contact Chris Meisel or Jereen Rice, Lyon Township's engineers at (248) 264-6906 or via email to [chris@cesinc.us](mailto:chris@cesinc.us) or [jereen@cesinc.us](mailto:jereen@cesinc.us).

Sincerely,

CHARTER TOWNSHIP OF LYON

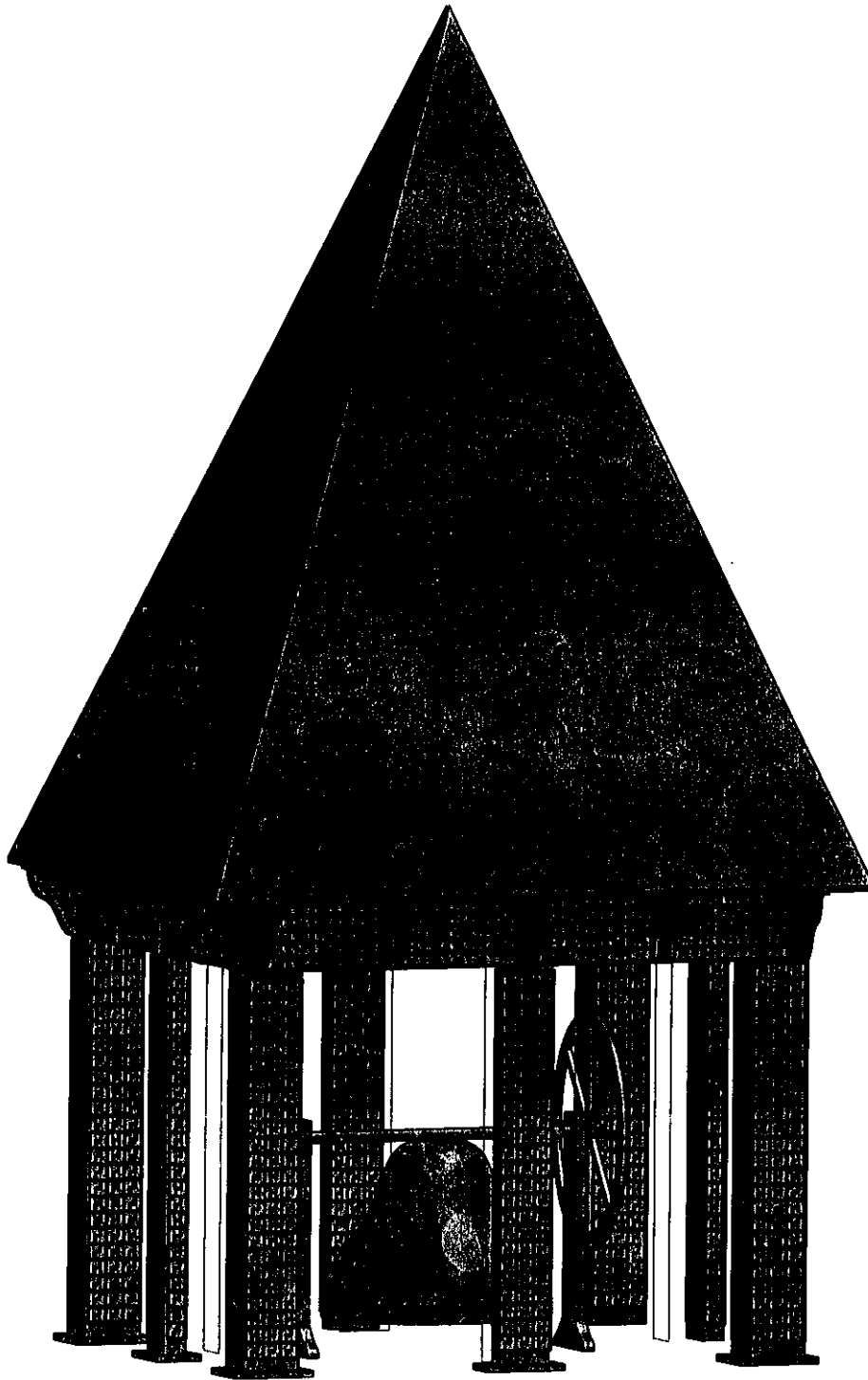
Melanie Schlacht  
DPW Coordinator

2

1

B

B



A

A

FIRST RESPONDERS MEMORIAL

2

1

IRRIGATION NOTES:

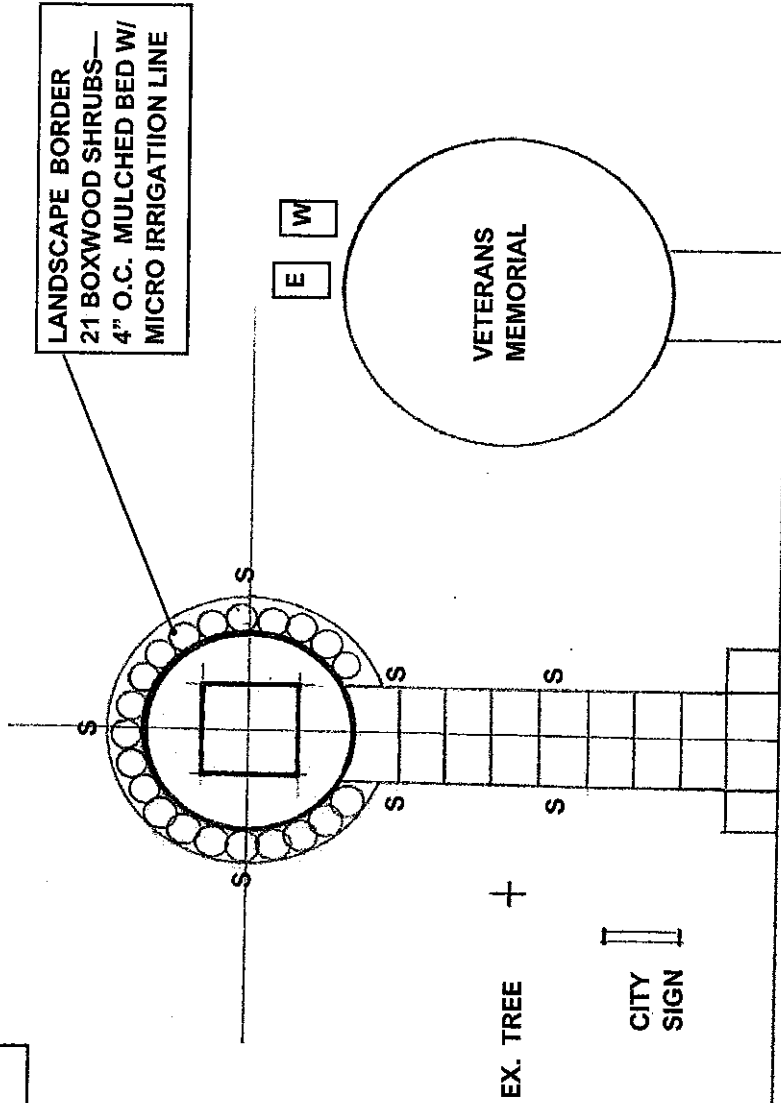
S = SPRAY HEAD HUNTER PGP-ADJ, 3/4" LINE  
MICRO IRRIGATION = HUNTER ACZ 3/4" CONTROL  
VALVE W/ TAN DRIP LINE

LAYOUT NOTES:

CENTERPOINT OF MEMORIAL IS 60 FEET NORTH  
and 56 FEET WEST OF BENCH MARK ESTAB-  
LISHED BY CITY STAFF (NW CORNER OF SIDE-  
WALK INTERSECTION). REFER TO ATTACHED DI-  
MENSION PLAN

E = ELECTRIC LINE CONDUIT

W = WATER SOURCE



SITE PLAN

SOUTH LYON FIRST RESPONDERS MEMORIAL

JULY 8, 2022

TOOLED CONTROL JOINT

1/2 PAPER EXPANSION JOINT  
BETWEEN TOWER BASE and  
TOWER PLAZA PAVEMENT

TOWER FOOTINGS = 12" dia.,  
48" DEEP. CORNER POSTS ARE  
8' O.C. CENTER POSTS ARE AT  
MIDPOINTS 4' O.C.

TOWER BASE PAVEMENT =  
4" CONCRETE 10' SQUARE  
PAD

TOWER PLAZA PAVEMENT =  
4" CONCRETE, 12' RADIUS  
CIRCLE

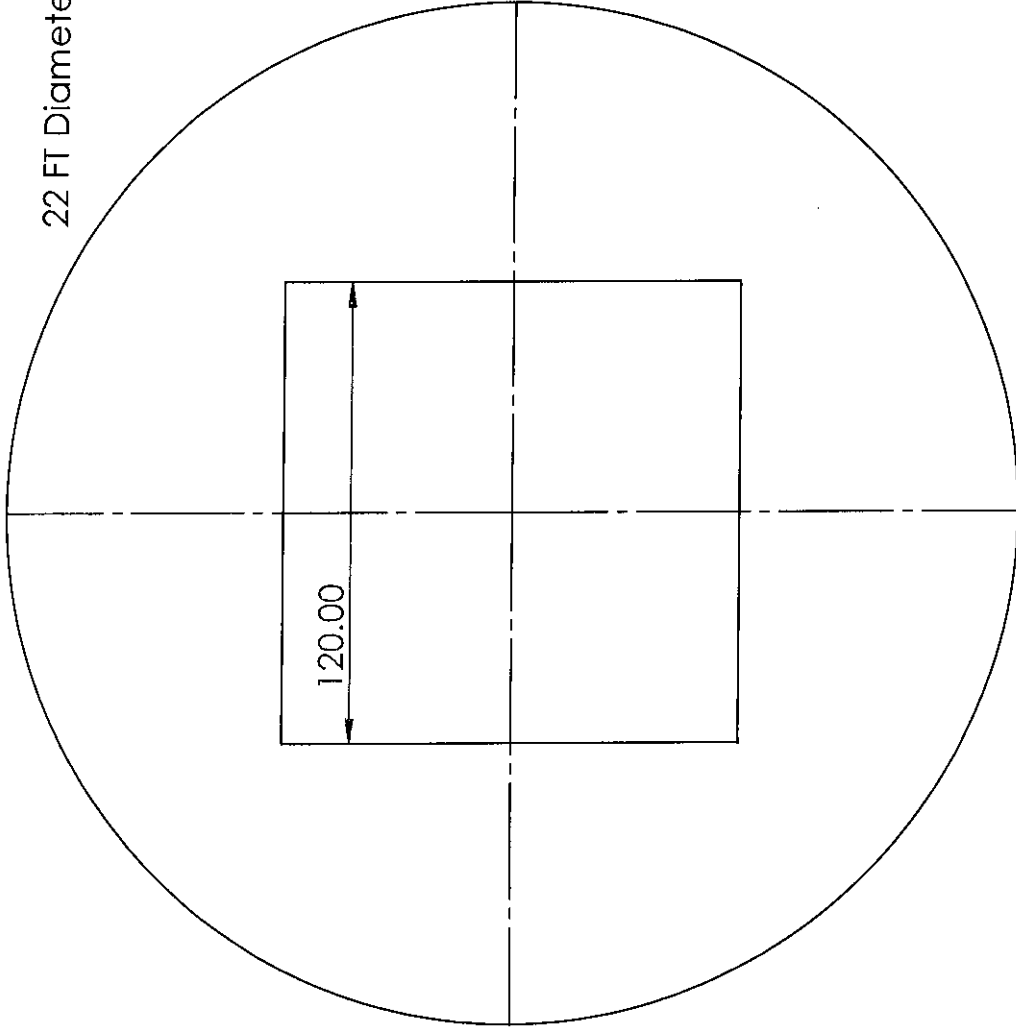
4" CONCRETE WALKWAY  
1/2" PAPER EXPANSION JOINT  
AT PLAZA AND EXISTING CITY  
SIDEWALK. TOOLED CON-  
TROL JOINTS 5' O.C.

## CONCRETE DETAIL SHEET

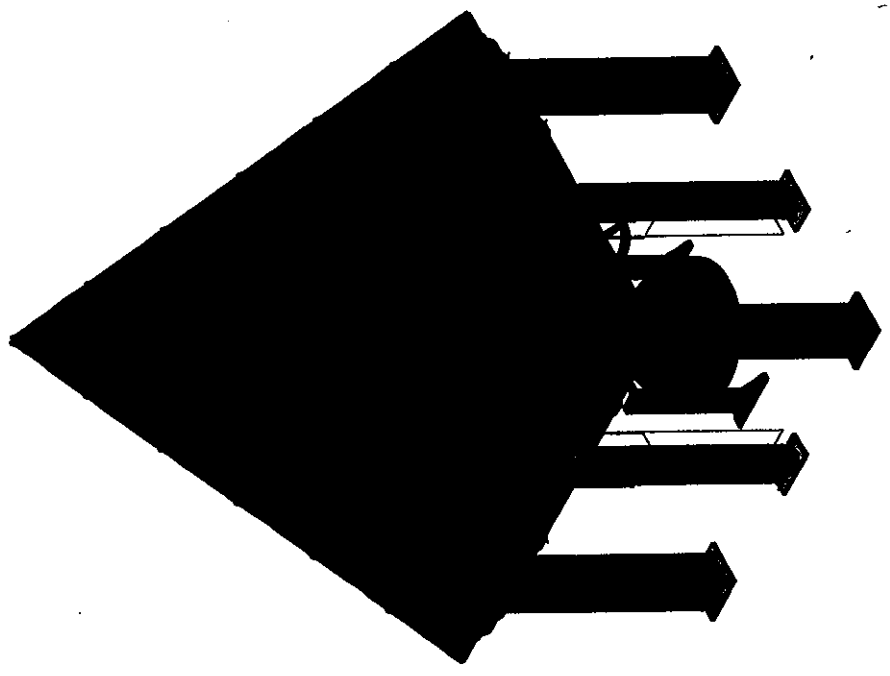
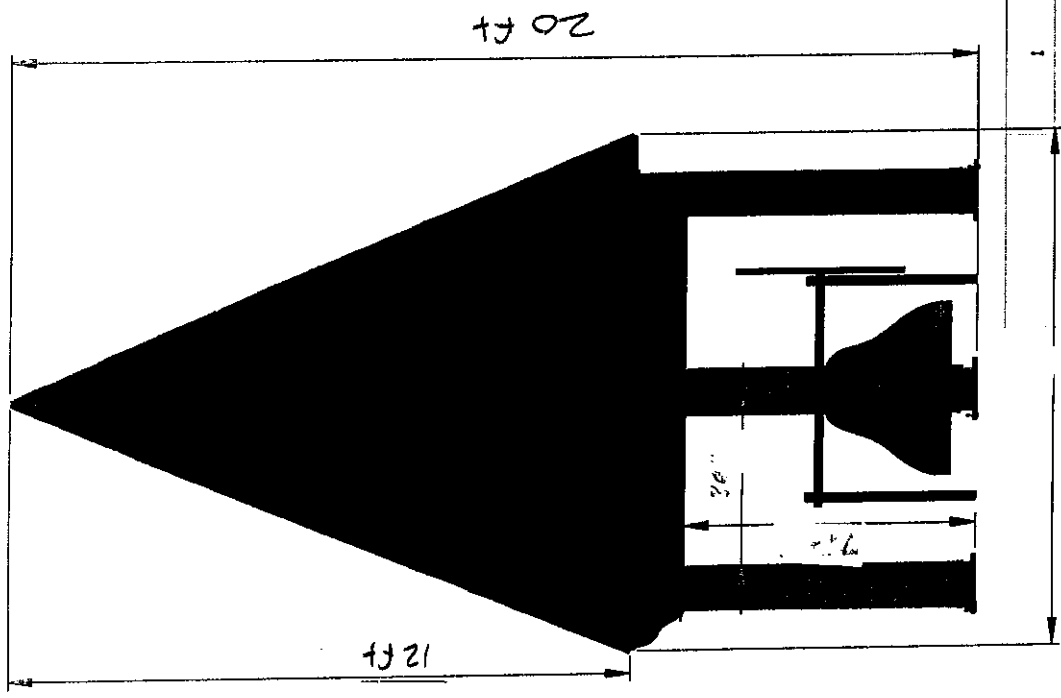
SOUTH LYON FIRST RESPONDERS MEMORIAL

JULY 8, 2022

22 FT Diameter

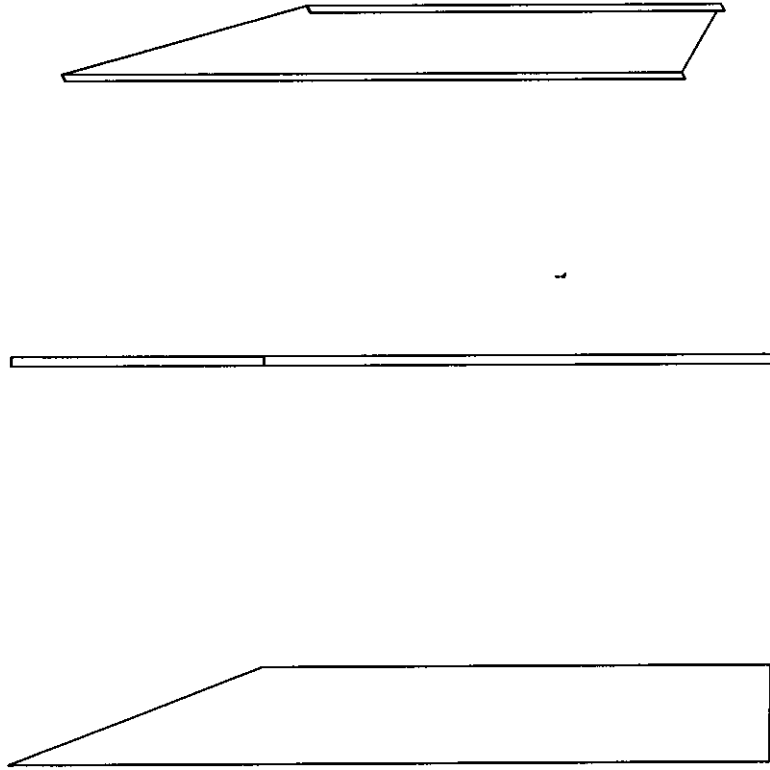


UNLESS OTHERWISE SPECIFIED:		NAME	DATE	<COMPANY NAME>	
DIMENSIONS ARE IN INCHES		DRAWN		TITLE:	
TOLERANCES:		CHECKED		SIZE DWG. NO.	
FRACTIONAL		ENG APPR.		A PART1	
ANGULAR: MACH BEND		MFG APPR.		REV	
TWO PLACE DECIMAL		Q.A.		SCALE: 1:100	
THREE PLACE DECIMAL		COMMENTS:		SHEET 1 OF 1	
INTERPRET GEOMETRIC					
TOLERANCING PER:					
MATERIAL					
FINISH					
DO NOT SCALE DRAWING					
APPLICATION					
NEXT ASSY		USED ON			
PROPRIETARY AND CONFIDENTIAL					
THE INFORMATION CONTAINED IN THIS					
DRAWING IS THE SOLE PROPERTY OF					
<INSERT COMPANY NAME HERE> ANY					
REPRODUCTION IN PART OR AS A WHOLE					
WITHOUT THE WRITTEN PERMISSION OF					
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UNLESS OTHERWISE SPECIFIED:		DRAWN		NAME	DATE	<COMPANY NAME>
DIMENSIONS ARE IN INCHES		CHECKED				
TOLERANCES:		ENG APPR.				
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ANGULAR: MACH BEND		Q.A.				
TWO PLACE DECIMAL		COMMENTS:		TITLE:		
THREE PLACE DECIMAL				SIZE DWG. NO.		
INTERPRET GEOMETRIC				REV		
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MATERIAL				SCALE: 1:100		
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USED ON						
APPLICATION						
DO NOT SCALE DRAWING						



Material is .035" Thick

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WITHOUT THE WRITTEN PERMISSION OF  
<INSERT COMPANY NAME HERE> IS  
PROHIBITED.

<COMPANY NAME>

TITLE:

SIZE DWG. NO. REV

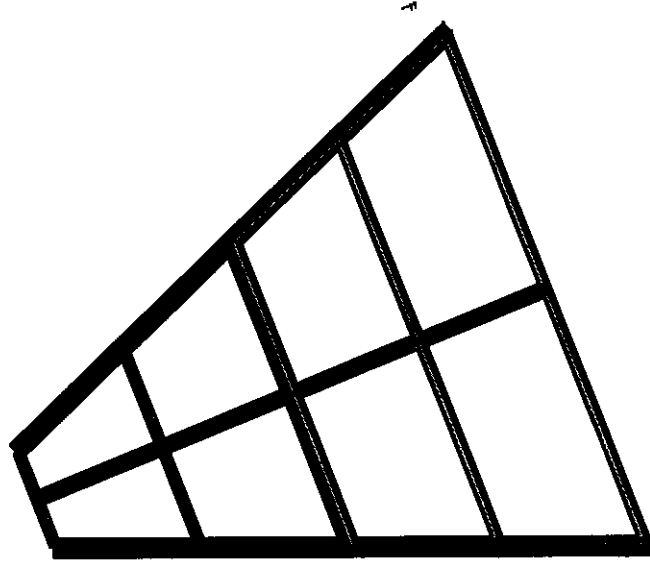
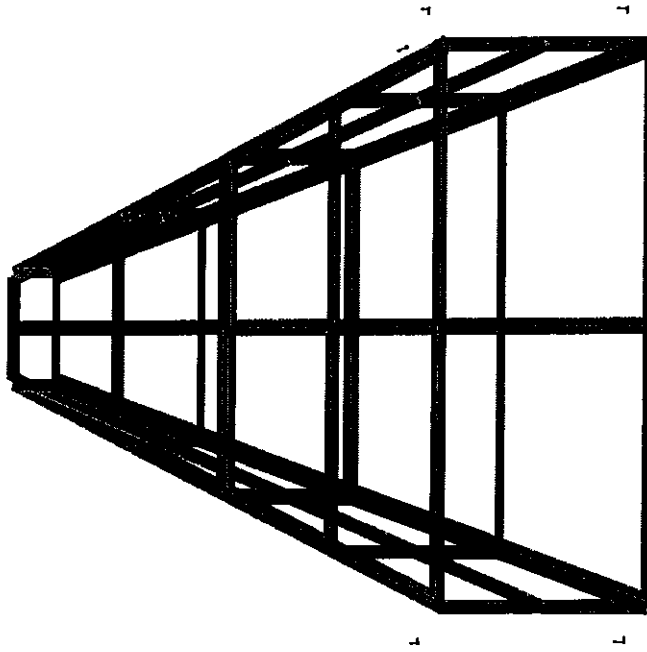
A SHELL5

SCALE: 1:20

SHEET 1 OF 1



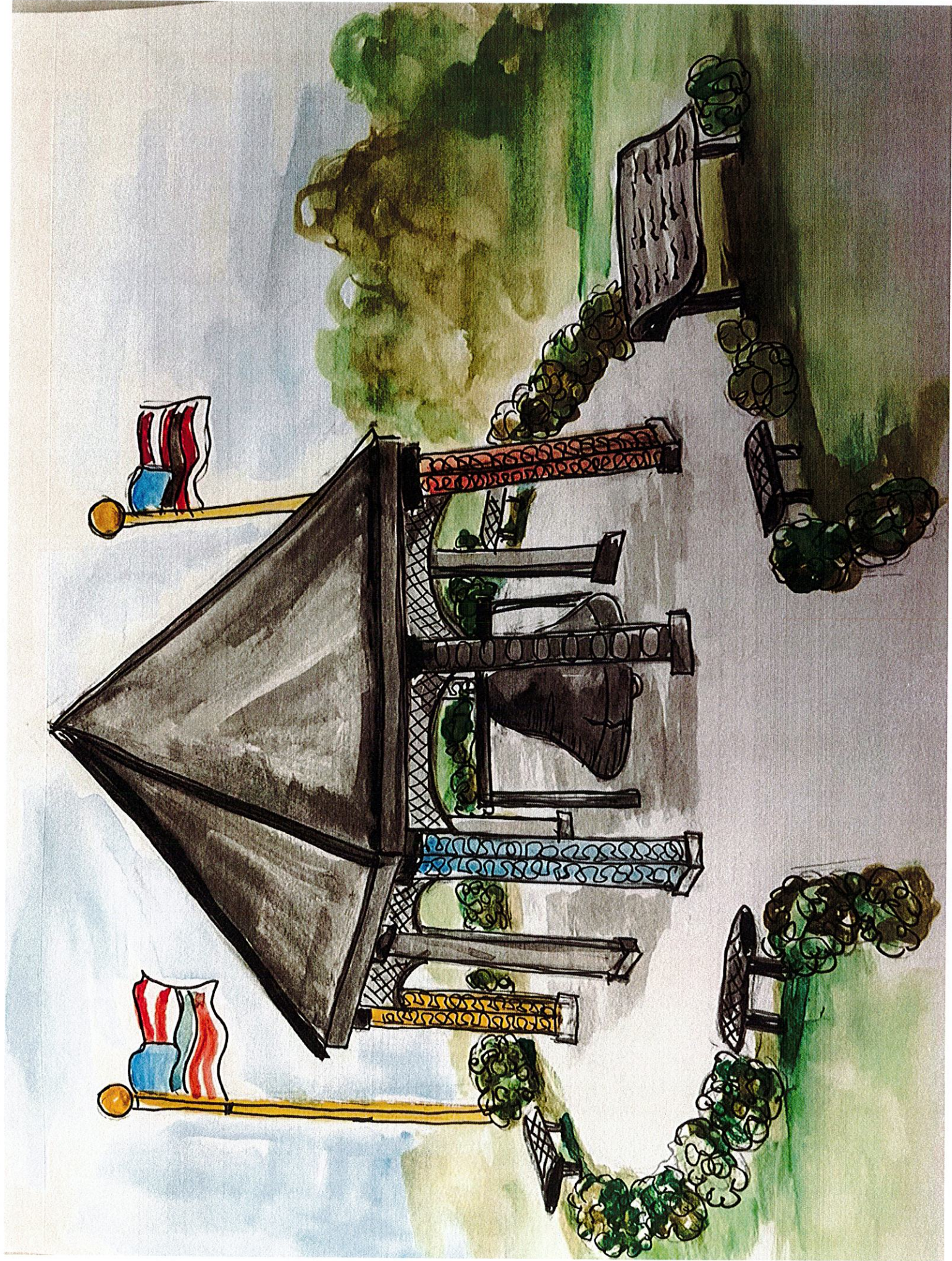
2x3 .25 Wall Tube



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<INSERT COMPANY NAME HERE>. ANY  
REPRODUCTION IN PART OR AS A WHOLE  
WITHOUT THE WRITTEN PERMISSION OF  
<INSERT COMPANY NAME HERE> IS  
PROHIBITED.

UNLESS OTHERWISE SPECIFIED:		NAME		DATE		<COMPANY NAME>	
DIMENSIONS ARE IN INCHES		DRAWN				TITLE:	
TOLERANCES:		CHECKED				SIZE DWG. NO.	
FRACTIONAL		ENG APPR.				REV	
ANGULAR: MACH BEND		MFG APPR.				SCALE: 1:100	
TWO PLACE DECIMAL		Q.A.				SHEET 1 OF 1	
THREE PLACE DECIMAL		COMMENTS:					
INTERPRET GEOMETRIC		MATERIAL					
TOLERANCING PER:		FINISH					
DO NOT SCALE DRAWING		NEXT ASSY		USED ON			
APPLICATION							









GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RACHAEL EUBANKS  
STATE TREASURER

July 14, 2022

Paul C. Zelenak, City Manager  
South Lyon City, Oakland County  
335 South Warren Street  
South Lyon, MI 48178

Dear Paul C. Zelenak,

As you are aware, Tax Management Associates recently conducted an Audit of Minimum Assessing Requirements (AMAR) on behalf of the State Tax Commission. The audit indicated that South Lyon City met all of the minimum requirements. We wish to congratulate the unit on receiving a perfect score on the review and thank you for your cooperation throughout this process.

An electronic version of your AMAR review with detailed comments regarding each item is available through your local MiSuite portal at <https://amar.misuite.app>.

Sincerely,

A handwritten signature in black ink, appearing to read "William Gast".

William Gast  
Michigan Department of Treasury