# **Regular City Council Meeting**

## August 10, 2020 Revised Agenda

7:30 p.m.

Call to Order

Pledge of Allegiance

**Roll Call** 

**Approval of Minutes: July 27, 2020** 

Approval of Bills Approval of Agenda Consent Agenda

- 1. Resignation of Josie Kearns from Cultural Arts Commission
- 2. Resignation of Joe Matuzak from Cultural Arts Commission
- 3. Cultural Arts Commission Appointee Dayna Johnston

**Public Comment** 

**Discussion- Downtown** 

Fire Chief Report Police Chief Report

### I. Old Business

1. Request for approval to submit Resolution Approving Proposed Charter Amendment Ballot Proposition to the County Clerk.

### II. New Business

- 1. Agreement for 390 S. Lafayette Street preliminary geotechnical investigation (soil borings) with G2 Consulting Group of Troy, Michigan.
- 2. Purchase of a well house structure for the offset pump at well site #6 as outlined in a previous agenda to match the already placed well house at pump station #4.
- 3. Purchase and installation of a new 12" air cushioned swing check valve for a recently discovered failed valve at the Water Treatment Plant.
- III. Budget
- IV. Manager's Report
- V. Public Comment
- VI. Council Comments

"Closed session pursuant to Section 8(c) of the Open Meetings Act, MCL 15.268(c), to discuss strategy and negotiations for a collective bargaining agreement between the City of South Lyon and the police unions, POAM and POLC, and the AFSCME union."

### VII. Adjournment

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

### City of South Lyon Regular Council Meeting July 27,2020

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

Present: Mayor Pelchat, Councilmembers Dilg, Kennedy, Kivell, Kurtzweil, Richards and Walton

Also present: City Manager Zelenak, Chief Sovik, Chief Vogel, Attorney Hamameh, and Clerk/Treasurer Deaton

### MINUTES- JULY 13 2020

Councilmember Kennedy stated the word stated needs to be removed on page 3, in the 5th line down.

### CM 7-1-20 MOTION TO APPROVE MINUTES

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

VOTE:

MOTION CARRIED CNANIMOUSLY

BILLS- None

### <u>AGE</u>NDA

### <u>CM 7-2-20 MOTION TO APPROVE THE AGENDA</u>

Motion by Kennedy, supported by Walton Motion to approve the agenda as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

### PUBLIC COMMENT- None

### DISCUSSION - Downtown

Nate Mack the Downtown Director stated they posted on Facebook the results of the support downtown campaign and it reached nearly 2,000 people and 93 likes which is many more than they normally get. Mr. Mack stated he has been reaching out to businesses to let them know about state and county wide grants that are available. He stated they have decided to waive the \$50.00 fee for the outside café seating, but they are still asking people to fill out the application and return it to City Hall. He stated he has also delivered 15-20 more of the Oakland County re-opening kits to businesses and he also delivered some to businesses outside of the downtown. The then stated the Farmers Market was able to get a cash sponsorship from Wonder Jump as opposed to the bounce houses as they have done in the past. We have received the shop and dine local flags that will be put up around town in the next week or so. We have been working with the Chamber and the Township as well to get people to shop and dine local. Mr. Mack stated the guides have been placed at the banner poles in town. He then stated the Cool Yule Committee met to discuss this years Cool Yule. Councilmember Dilg asked if the commission made a decision. Mr. Mack stated it will most likely be cancelled due but they are looking at other things people can do to celebrate the season. Councilmember Dilg stated she thought it was already discussed that the City was going to waive the fees for the outside seating permit. Councilmember Kivell stated he doesn't want people to think we were just charging that for no reason, there are costs involved when issuing the permit such as for our planner to review, the building department to review as well as the Fire Chief.

### FIRE CHIEF REPORT

Chief Vogel stated Chief Weir has been cleared to come back to work on August 10<sup>th</sup>. Chief Vogel stated it was brought to his attention that the tornado siren in the city's parking lot has been damaged. He has spoken with the County to see whose responsibility it is. Apparently when it was installed, the City paid 75% and the County paid 25%, but then the County takes over all the maintenance. He stated as of now, we will find out Saturday when they test it if it works or not. He stated the County is going to cover the damage, but asked us to assist with finding out who did the damage. Chief Vogel stated there doesn't appear to be any cameras in that area, and the contractors at the old RCA building said they didn't do the damage.

### POLICE CHIEF REPORT

Chief Sovik thanked Chief Vogel and our Finance and Benefit Administrator Tiernan for helping with the first responder hazard pay program. He stated the portable speed limit radar was on 9 Mile and there were 28,000 cars that passed it, 34 MPH was the average speed, and top speed was 51 MPH. Chief Sovik stated they will have an update on the new phone system that they are requesting at the next meeting. Chief Sovik thanked Finance and Benefit Administrator Tiernan for all her assistance with running numbers and getting statistics for the POLC and POAM negotiations. Councilmember Dilg stated she spoke with a downtown business owner and they told her that Chief Sovik is one of the best leaders in our community, he is real, rational, motivated and a real asset to our community, and every single interaction with him has been professional, prompt and flat out pleasant. They hope he will be our Police Chief for many years to come. Chief Sovik thanked her for sharing that and it is a team effort and our guys feel the same way about our community.

### PRESENTATION- Water/Sewer Rate Analysis

Brian Camiller of Plante Moran showed a brief PowerPoint presentation. He stated he was originally here with two options for the water and sewer rate model. At that time, Council requested a third option which is what he is showing everyone tonight. The third option is basically in the middle of option one and two. He stated rates must generate enough cash flow to cover the day to day costs of operating the plants. He stated based on the recommendations by the city's engineers, there are some significant capital outlay in the near future for the water and sewer systems. The existing rates and cash on hand are not sufficient to pay for the necessary improvements. He stated they built a 10-year model and over the course of the 10year projection, the City is paying for capital improvements over a long enough period of time that the cost of the improvements will be bourne by customers of the system that benefit from the improvements. That will ensure the City is able to make the improvements without having to go out for a bond. Mr. Camiller explained there is not a single right way to set rates. He stated the model suggests using a change to the methodology the city has utilized. A higher fixed fee which is called a readiness to serve charge and a variable rate for each unit of water used, as opposed to a minimum usage charge. Mr. Camiller further explained the rate model. This is an industry standard practice. He stated the City has a choice, the readiness to serve could be zero, or 100% ready to serve charge. The City stated with the 18% recoupment. He further stated this should be looked at every year. He stated in years 2-10 and the capital lists of projects doesn't change too terribly. He stated the rates won't fluctuate too much because we are smoothing the increase out. In year one there is a larger change, and some customers will see a slight decrease, and other an increase. After that rates will change the same for everyone and everyone will see a rate increase. Mr. Camiller stated the low volume residential customer under option 1, they had an 18% increase. Option 2 reflects a 25% increase, and option 3 reflects an increase of approximately 5%. He then stated the residential increase for the high-volume user, or for example, a family of four under option 1 reflects a 19% increase, option 2 a 28% increase and option 3 a 24% increase. The high-volume commercial user will see

a less severe increase, but they are paying much more than a residential address. He stated the 2" meter pays a ready to serve charge higher than the residential customers. He then stated a low volume commercial such as a restaurant reflect, they are hit harder the first year, then future years would be 5% or 6%. He then stated the rate model provides the City with enough capital to make improvements and you don't have to go out for a bond. He stated the City needs to decide what rate increase you want to pass and direct them to move forward with which option and they will publish it for the City, then the City will have to update the software. Councilmember Kivell stated he is leaning toward the 18% but his concern is the RTS code for the high-volume user spending \$62 or \$68 dollar for their meter. He stated it doesn't seem remotely close. Mr. Camiller stated the residential customer uses the smaller meters so their ready to service charge is smaller. Councilmember Kivell stated giving the high-volume commercial user a meter increase that large seems unfair. Mr. Camiller stated most communities use something like this model, the difference is what they want to recoup with their fixed charges, everyone is different with the RTS charge. Councilmember Kivell stated not knowing the general side of a residential usage rate versus a commercial rate concerns him. Councilmember Kennedy thanked Mr. Camiller for putting together the 3rd option. He then stated he is inclined to go with that option as well. He stated it treats the basic users most favorably. He then stated we have 300 business in the City and about 3,300 residences without looking at the usage it seems the majority of the usage would be from residential just be looking at the number of buildings in the City. Councilmember Kurtzweil stated she likes the numbers with option 3. She asked if the rate would be lowered when the bond is paid off. Mr. Camiller stated he doesn't know if the bond will be paid off in the next 10 years, but it doesn't correspond to a drop in the rates because they have smoothed out the entire 10 years. We want to have an even smooth increase every year versus raising and dropping it every year. it becomes chaotic and the marketplace doesn't like it. He further stated it all evens out. Mr. Camiller stated the rate increase on the commodity will go up every year and the RTS as well based on the operation costs. Councilmember Kurtzweil stated smoothing to her is saying this is what we will need over the next 10 years and we will average that so that each year you are paying the same amount whether you do or do not use a lot of water. Mr. Camiller stated it is a smooth increase each year. Councilmember Kurtzweil thanked him for clearing that up. City Manager Zelenak stated we are asking Council for direction so Plante Moran can go ahead and finalize the report publish the report, then it will be reviewed for Council to make a final decision on the tate increase. Councilmember Kurtzweil stated we have 2 dates for implementation and she suggests we don't add the increase until later in the year, because the dollar increase on the high volume user is about \$500,00 increase because we have many businesses that are struggling and some businesses are not even open, yet they still have to pay utilities. Councilmember Dilg stated she agrees because we need to have time to communicate it to our residents and businesses so they can understand why we need to do this. Councilmember Kennedy stated he agrees that he would rather see the rate increase at the end of the year, City Manager Zelenak stated if Council concurs with the 18% Plante Moran will write the report, publish and then it will be brought back to Council for approval and to discuss how to educate the public on why the rate increase needs to be done. He further stated this can be looked at each year with the annual review at budget time. Council agreed to move forward with the option 3, the 18% plan.

### **OLD BUSINESS**

1. Amendment to resolution approving commercial rehabilitation exemption certificate application for 1855 Holdings, LLC at 135 E. Lake St

Attorney Hamameh stated the exemption certificate has already been approved. She explained this is amending the original resolution that was based on the State form that had optional language that the statute doesn't require therefore we removed that language. When the resolution was sent to the State, it was sent back to the City stating that they do require that language. She stated the required language that was added

to the amended resolution is Whereas, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 (exceeds/does not exceed" 5% of the total taxable value of the governmental unit and whereas exceeding 5% will not have the effect of substantially impeding the operation of the governmental unit or of impairing the financial soundness of an affected taxing unit, and it has a notation that This statement is required on every resolution, however the statement is not required unless your answer to the statement is yes it does exceed 5%. If the answer is no, you may remove the statement from the resolution altogether.

### CM 7-3-20 MOTION TO APPROVE RESOLUTION 02-20

Motion by Walton, supported by Kennedy

Motion to approve the amendment to the resolution approving commercial rehabilitation exemption certificate application for 1855 Holdings, LLC at 135 E Lake

ROLL CALL VOTE: Kurtzweil- Yes

Dilg- Yes
Kivell- Yes
Kennedy- Yes
Walton- Yes
Richards- Yes
Pelchar- Yes

MOTION CARRIED UNANIMOUSLY

2. Resolution approving proposed charter amendment ballot proposition

Attorney Hamameh stated we have been discussing ballot amendments for the Charter. Council decided we are going to make every effort on the November 2020 ballot. She stated the format is what is required for the Attorney Generals office. The AG's Office as informally approved the language. She stated if Council approves the resolution this evening, we can get the information to the State tomorrow and we should have time for it to be approved before the deadline. She stated we are hopeful we will have the approval of the Governor's Office and the Attorney General's office by the next Council Meeting on August 10<sup>th</sup>. She further stated we will bring this back to Council if we haven't gotten approval and Council can decide if they want to move forward with it anyway.

### CM 7-4-20 MOTION TO APPROVE RESOLUTION

Motion by Kennedy, supported Dilg

Motion to approve the resolution approving proposed charter amendment ballot proposition

ROLL CALL VOTE:

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

MOTION CARRIED UNANIMOUSLY

### **NEW BUSINESS**

1. Plante Moran professional service agreement- Audit engagement

City Manager Zelenak stated Plante Moran has for the last years provided the City with an audit of our financial statements. He stated the agreement and engagement letter will provide an audit of the city's financial statements as of the year ending June 30, 2020. The fees range from \$58,000 to \$63,000 which is consistent with the prior years fee range and takes into economic uncertainty for the City due to the recent pandemic. The fees will be billed accordingly to several city funds audit line item (807) based upon

distribution of work. Councilmember Kurtzweil asked the City Attorney if the release and hold harmless and portion of the agreement is more common now. Attorney Hamameh stated it is more common in everything such as waivers going into participation agreements.

### CM 7-5-20 MOTION TO APPROVE THE PROFESSCIONAL SVC AGREEMENT

Motion by Kivell, supported by Walton

Motion to approve Professional Services Agreement- Audit Engagement Letter with Plante Moran for an amount not to exceed \$63,000

ROLL CALL VOTE:

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

### 2. Fire Department- rescue truck body replacement

Chief Vogel stated we have a vehicle that is becoming more utilized on a daily basis and there isn't enough space. He stated he got a quote about a year ago, however due to timing and Covid costs, there is a slight increase. We are now at \$68,945.00. He stated we were able to save some money in the budget so this should affect his budget. Councilmember Kennedy complimented Chief Vogel on the thoroughness of the specifics of what he wants so he will get exactly what he needs. Councilmember Kivell stated this is a beautifully written spec, and this will be a benefit to our department.

### CM 7-6-20 MOTION TO APPROVE PURCHASE

Motion by Kennedy supported by Walton

Motion to approve the installation of a poly body on our supplied Ford F-350 chassis for a cost of \$68,945.00 to CSI from account 110-335-978

ROLL CALL VOTE:

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

MOTION CARRIED UNANIMOUSLY

### 3. First responder hazard pays premiums program (FRHPPP)

Chief Vogel stated the Michigan Department of Treasury has a program to reimburse municipalities for qualifying first responder hazard pay. He then stated unfortunately the Fire Department employees couldn't have COVID days or sick days because they are paid on call and a lot of their employees had their paychecks cut. They couldn't have training and they couldn't go on medical calls. He stated when he saw this program and it seems there is a way to get money for the Fire Department and Police Department. He stated if approved, we apply for the grant, then we would pay their people a premium pay of \$1,000. The majority of his employees would get it and it is very important. Finance and Benefit Administrator Tiernan stated she just wanted to make it clear that this program is for Fire and Police Department, and licensed EMT's only.

### CM 7-7-20 MOTION TO APPROVE ONE TIME PAYMENT OF HAZARD PAY

Motion by Walton, supported by Kurtzweil

Motion to approve a one-time payment of \$1,000 hazard pay premium for qualified South Lyon Fire Department and Police Department pending Michigan Department of Treasury FRHPPP grant approval

ROLL CALL VOTE:

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

MOTION CARRIED UNANIMOUSLY

**MOTION CARRIED UNANIMOUSLY** 

4. Resolution for Main Street Oakland County OVID-19 small business relief program grant agreement

City Manager Zelenak stated the South Lyon DDA conducted a crowdfunding campaign with the encouragement from Main Street Oakland County to assist downtown businesses adversely effected by COVID-19. The DDA was successful in raising funds to receive the maximum matching amount from Main Street Oakland County. In order to have these funds released to the DDA, there must be a resolution passed by the governing body and Oakland County.

### CM 7-8-20 MOTION TO ADOPT MAIN STREET OAKLAND COUNTY RESOLUTION

Motion by Kennedy, supported by Walton

Motion to adopt the resolution for the Main Street Oakland County COVID-19 small business relief program grant agreement between Oakland County and the South Lyon Downtown Development Authority

**ROLL CALL VOTE:** 

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

**BUDGET-** None

### MANAGER'S REPORT

City Manager Zelenak stated the planning commission has been working on a rewrite of the zoning ordinance and he has given Council copies for them to look over before scheduling a joint meeting with Council and the Planning Commission. City Manager Zelenak stated the Governor has extended the ability to hold virtual meetings which is now tied to the State of Emergency Order with an additional 28-day extension that will take us through September. He spoke with the MML and they expect it to be extended. He suggests that we continue to hold our meetings as we do until further notice due to the Covid virus. City Manager Zelenak then asked everyone to fill out their 2020 census. Our community funding for roads, block grant funding and other items depend on our residents filling out the form. He stated we are approximately 82% counted. He further stated our act 51 funds are based on population and the miles of streets that we have in the City. He stated potentially we could lose \$75.00 per resident and if we lose 1,000

in residents, we could lose \$750,000 in road funding. He further stated it is very important for everyone to fill out the census form and turn it in. Councilmember Dilg asked how are we going to communicate the rate increases to the residents. City Manager Zelenak stated we will continue to discuss this in our Council meetings such as we did tonight, as well as social media, our website, and we would publish something in the newspaper. He stated he has had discussions with the engineers regarding the new water tank going in. We want to show people what we are doing and what is causing the rate increases. Councilmember Kivell asked about the form of the request for proposals and if they have been posted and if there have been any inquiries. City Manager Zelenak stated it is not posted yet, he is working with the City Attorney and the planner to finalize the details. We want to make sure we get it out there and to ensure we end up with a home that belongs there as opposed to a building that does not. Councilmember Kivell asked about the status of the building at 110 Detroit and Mo's Garage. City Manager Zelenak stated the Ordinance Officer and our building official is moving forward with potential action on that property. He stated they have had conversations with the realtor. He then stated regarding the law of Garage, they have had discussions with the property owner and it appears their intent is to demolish that building. Councilmember Kivell stated he is happy we are looking into this because we have done what we can to help them move forward but if they aren't going to take advantage of that we need to act on it. He then asked about the old Draft Street building. City Manager Zelenak stated the owner is planning on selling it. Councilmember Kurtzweil asked if we will put deed restrictions on the property at 318 W Lake. She said you can do so as long as it isn't discriminatory. City Manager Zelenak stated the proposal will have a grading system based upon that will identify a point system based upon them following certain items within the request, based upon it being conducive to the neighborhood, based upon price timing and years of experience in doing things like this. Councilmember Kurtzweil asked it will be in the deed. City Attorney Hamameh stated they have discussed having it in the RFP and as the reward of the property they will require a development agreement to be signed. City Manager Zelenak stated we can hold them to that and if they fail to follow the requirements then the agreement becomes mill and void. Councilmember Kurtzweil asked about educating the public on the rate increase, she hopes we will use the cable commission. They would do a great job with interviews and showing water main breaks and things like that.

### PUBLIC COMMENT-None

### COUNCIL COMMENTS

Councilmember Kennedy stated he would like to congratulate a number of businesses from our community that were recently recognized as the best in their category in the metro Detroit area. As part of the WDIV Vote 4 the Best Campaign these businesses were chosen based on the number of votes they received from their customers. He then recognized Martin's Hardware which received a First-Place award in the Independent Hardware Category while competing against 21 other hardware stores. He then recognized Venue for a first-place award in the category for Detroit Apparel. They were competing against 12 other similar businesses. He then stated the Salem-South Lyon District Library won second place, as best library, competing against 27 other libraries from across the metro Detroit area. Councilmember Kennedy stated Grande Trunke Home won a Second-Place award in the Home Boutique category, beating out 42 other entrants for that recognition. He then stated The Lemon Tree won a second-place award in the Gift Shop category competing against 52 other stores from across the metro Detroit area. He then stated while they did not win in their respective categories, he also wanted to recognize South Lyon Cycle and the Witch's Hat Brewing Company for their participation in the campaign as well.

So once again, congratulations to all the businesses. He stated we indeed are so very fortunate that you are part of our community.

Councilmember Richards stated the bicycle shop is tremendous with their products. He stated there is a national shortage on bicycle tires. The manufactures have shut down enough it has broken the chain of circulation and few people have them. He stated he rode down the bike path to 825 Lake Street and he observed the construction of the project. He is impressed. He stated he would like to know what the township resident has to say who is sandwiched in between the two properties in the City and the big hole that is there. He then stated he watched the DPW repair the water line on Lafayette Street and he stayed 60 feet away. They fixed that under live pressure. There was an 8" lateral split in a 10" line 8 feet down and the guys got covered with mud. It was extremely hard for them to repair and it was a tremendous effort on their part.

Councilmember Kurtzweil congratulated the South Lyon High School graduates who celebrated a walk-through graduation and many of them were found at Paul Baker Park with their families with cameras in hand taking pictures with the beautiful planters. She thanked them for being great ambassadors for the City by promoting a great positive image of our City. She then thanked the DPW for helping keeping Paul Baker Park looking as great as it does. She thanked them for their commitment to the City for keeping things looking great, today she saw them trimming trees on Lake Street, cutting grass and trimming Paul Baker Park. She further stated the DPW hung in during the dark days of the last few months, and now they are working outside in the 85+ heat for 8 hours a day and they do a great job. She asked everyone to give them a wave when they see them. Councilmember Kurtzweil then reminded everyone to wear their masks inside restaurants until they are seated. She then stated you wear your mask at any time you are not seated. Councilmember Kurtzweil stated she has found a hand sanitizer called persistence and it puts a coating on your hands that protects against burns for about 3 or 3% hours so it is a good product to use if your going to be out doing things for a few hours and you don't have to keep using the regular hand sanitizer. She further stated if you are going to be flying, Staples has a fly kit that is already prepared and it provides wipes, gloves and a head rest cover and two face masks.

Councilmember Walton stated she commends the young men and women of our community for surviving the pandemic and surviving all the changes that they have been through. They had to come to term with not having prom and not having a graduation ceremony. They are writing history whether they want to or not, and they have handled it well. She then stated if you are asked to wear a mask when you are out, please wearing them. They don't want to be there asking you to wear masks but please respect them and don't take it out on them.

Councilmember Dilg stated she was very excited about the enthusiasm of our community for promoting our businesses on the best of Detroit on Click on Detroit. She stated we see crazy things happening like people arguing about masks she has been pleased because she hasn't seen anyone not wearing a mask lately. She is excited about the partnership between Quicksilver and KV Sports and she was able to go there and get a South Lyon and South Lyon East mask, quicksilver made them and they are being sold at KV Sports.

Mayor Pelchat stated he hopes the census numbers come up, we can't let that money fall through the cracks, remind your neighbors to fill out paperwork. He then reminded everyone to support our small businesses in town and in the township and reminded everyone to support each other and wear your masks.

### **ADJOURNMENT**

### CM 7-9-20 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Walton Motion to adjourn at 8:52 p.m.

### MOTION CARRIED UNANIMOUSLY

Respectfully submitted,



DB: South Lyon		FERIOD ENDING 07/31/2020	31/2020			
		FINANCIAL REPORT FOR JULY 2020	JULY 2020			
		2020-21	YTD BALANCE 07/31/2020	ACTIVITY FOR MONTH 07/31/2020	AVAILABLE BALANCE	ж С
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	י בי
Fund 101 - GENERAL FUND	RAL FUND					
Revenues				,		

REVENUE REPORT FOR CITY OF SOUTH LYON

08/06/2020 10:05 AM User: PATRICIA

Page: 1/2

GI, MIMBER	DESCRIPTION	2020-21 PREGITAL CACINER	07/31/2020 NORMAL (ARNORMAL)	MONTH 07/31/2020	BALANCE	% BD(
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Fund 101 - GENERAL F	FUND					
Revenues						
Dept 000,000						
101-000.000-402.000	REAL PROPERTY TAX	4,574,926.00	00.0	00.00	4.574.926 00	0
101-000.000-423.000	SOUTH LYON WOODS TAX	1,100.00	561.00	561.00	539.0	
101-000.000-444.000	PAYMENT IN LIEU OF TAXES	500.00	0.00	00.0	500.00	75.0
101-000.000-446.000	PENALTIES AND INTEREST	11,000.00	00.0	00.0	11 - 000 - 00	
101-000.000-451.000		240,000.00	180.0	32,180,00	320.0	13.61
101-000.000-452.000	HEATING & PLUMB. REFG. PERMI	25,000.00	2,741.00	N	22,259,00	10.01
101-000.000-453.000	ELECTRICAL PERMITS	30,000.00	520.0	3,520,00	26,480.00	11 70
101-000.000-454.000	LICENSES & BUSINESS MISC.	3,500.00	320.00	320.00	3.180.00	7.0
101-000.000-570.000	STATE SHARED REV.	971,411,00	00.00	00.0	971.411.00	, c
101-000.000-570.100	STATE REVS	593	00.0	00.0	100.593.00	20.0
101-000.000-600.000	BOARD OF APPEALS	0.00	0.00	00.0	00.0	000
101-000.000-600.100	REZONING FEES	0	0.00	00.0	00.0	
101-000.000-630.000		00.000,86		0.00	8	0.00
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	8	3,520.00	3,520.00	·w	8.80
101-000.000-635.000	W & S ADMIN, CHARGES	00.0	0	0.00	00 0	0.00
101-000.000-642.000	POLICE	40,000.00	6,519.67	6,519.67	33,480,33	16.30
101-000.000-661.000	PARKING VIOLATION		00.0	00.00	800.00	0.00
101-000.000-662.000	LOCAL COURT FINES	30,000.00	0.00	•	30,000.00	0.00
101-000.000-663.000	REFUND-(FOR COST OF ARREST)	0.00	00.0	•	00.0	0
101-000.000-664.000	INTEREST	20, 500,00	00.0	0.00	20,500.00	0.00
101-000.000-664.200	PARK AND REC. INTEREST	00:0	00.0	00.0	00.0	0.00
101-000.000-664.700	INTEREST-MOBILE TOWER	0.00	00.0	00.0	00.0	0.00
101-000.000-665.000	INTEREST-TRANS.CEMETERY INTRE	0.00	00.0	0.00	0.00	0.00
101-000.000-665.200	INTEREST TRANSFER FROM CGS	00.00	00.0	00.0	00.0	0.00
TOT-000.000-TOT	LNTEREST-EQUALIZ. & CONTINGENC	0.00	00.0	00.0	00.0	0.00
101-000.000-668.000	RENTS & ROYALTIES		00.0	00.0	00.0	0.00
TOT-000.000.000	KENTS AND ROTALLTES-CABLE	155,000.00	0.00	00.0	155,000.00	0.00
101-000.000.000	LEAVE-TANTENNA DEMEST DECEMBETES	42,000.00	00.0	00*0	42,000.00	0.00
101 000 000 101	RENIAL PROPERTIES	(	0.00	00.0		0.00
101 000 000 101	CONTRIBOTION FERFETCHE CARE	50,000,00	00.0	00.0	0,000,0	0.00
101 000 000 112 000	SALES OF FIXED ASSETS	Š,	0.00	00.0	50,000.00	0.00
101-000 000-675	CONTRIBUTIONS DESCRIPTION OF STREET FAMILY	4,000.00	00.0	00.0	4,000.00	00.0
TOT -000 000 101	COLTURAL AKIS KEVENOES	300		00.0	300.00	0.00
101-000.000-675.800	VETERANS MEMORIAL PROJECT	11,000.00	200.00	200.00	10,800.00	1.82
101 000 000 600 000		ວິດ.	0.00	00.0	00.00	00.0
000 009-000 000-101	MALMOOKSEMENT FROM DVA	00.00	00.0	0.00		•
	THE THE TANKET OF SET O	00.000.01	0.00	•	10,000.00	
	FIMI. OF SIDEWALDS BI RESIDEN CONTRIB FOR DARK RENCHES	00.000,00	00.0	9,	5,000.00	0.00
_	MTSCRITTANEOUS	, 0	00.00	200	~ 1	•
•	FIRE MISC.	4.700	000	70.77.0	66,823.08	4.54
			1	7	4,412.10	•

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YID BALANCE 07/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BD( USI
Fund 101 - GENERAL FUND	FUND					
Revenues						
101-000.000-698.200	PRIOR YEARS TAXES	5,800.00	351.42	351.42	5,448.58	9
101-000.000-698.210	WEDDING PROCEEDS	3,000.00	0.00	0.00	3:000 00	, c
101-000.000-698.220	MMRMA DIVIDENDS	60,000.00	00.00	00.0	60.000.09	30
101-000.000-698.230		20,000.00	00.0	00.0	20.000.00	
101-000.000-698.300		00.0	00.0	00.0	00.0	0.0
101-000.000-698.600	_	203,000.00	00.0	0.00	203,000,00	0.00
101-000.000-698.800	_	5,000.00	00.0	0.00	5,000.00	0.00
101-000.000-698.900	_	4,000.00	0.00	00.00	4,000.00	0.00
101-000.000-699.000		00.0	00.0	0.00	00.0	0.00
101-000.000-699.209	TRANSFER IN FROM CEMETERY FUN	0.00	00.0	00.0	00.0	0.00
rotal Dept oud.oug		6,890,130.00	53,377.25	53,377.25	6,836,752,75	0.77
TOTAL REVENUES		6-890-130-00	53 377 OK	E 2 27" 25	1# 015 000 0	1
				20,000	C1.2C1.13C0.10	77.0
	j					
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		6,890,130.00	53,377.25	53,377.25	6,836,752.75	0.77

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REVENUE REPORT FOR CITY OF SOUTH LYON

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FERIOD ENDING 07/31/2020 FINANCIAL REPORT FOR JULY 2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL).	% BD
Fund 101 - GENERAL FUND	ERAL FUND					
000.000		00.0	00.0	00.00	00 0	c
ſ	ADMINISTRATION	1,396,852.00	123,032,20	123,032,20	1.273.819.80	0 00
276.000 - CE	CEMETERY	115,124,00	9,333.37	9,333,37	105,790,63	
1	SENIOR TRANSPORTATION	84,270.00	00.0	0.00	84,270.00	10
t	POLICE	2,850,947.00	194,014.85	194,014.85	2,656,932,15	9 6
ı	NE N	915,169.00	58,602.54	58,602.54	856,566,46	6.4
346.000 - AME	AMBULANCE	4,580.00	0.00	00.0	4,580,00	0.0
440.000 - DEI	DEPT. OF PUBLIC WORKS	955,195.00	68,762.13	68,762.13	886.432.87	7.5
	PARKS AND RECREATION	297,267.00	24,618.82	24,618,82	272, 648, 18	ο . α
	HISTORICAL DEPOT	36,420.00	200.99	200.99	36,219.01	i (c)
800,000,- CAE	CABLE COMMISSION	8,975.00	00.00	00.0	8,975,00	; č
802.000 - CUI	CULTURAL ARTS	5,800.00	00.0	00.0	5,800.00	5 6
820.000 - VET	VETERANS MEMORIAL PROJECT	11,000.00	00.0	00.0	11,000.00	0.00
TOTAL EXPENDITURES	TURES	6,681,599.00	478,564.90	478,564.90	6,203,034.10	7.16
				,		
Fund 101 - GENERAL FUND: TOTAL EXPENDITURES	RRAL FUND: TRES	6,681,599.00	478,564.90	478,564.90	6,203,034.10	7.16

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 07/31/2020 FINANCIAL REPORT FOR JULY 2020

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 07/31/2020

FINANCIAL REPORT FOR JULY 2020

GL NUMBER DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BD( US)
Fund 202 - MAJOR STREETS 000,000	00.0	00.0	00.0	00.0	0.0
212.000 - ACCOUNTANT 451.000 - STREET CONSTRUCTION	5,600.00	00.00	0.00	5,600.00	000
ı	177,120.00	12,339.28	12,339.28	164,780.72	် တ တ
ı	18,740.00	119.04	119.04	18,620.96	9.0
ı	109,589,00	464,93	464.93	109,124.07	0.42
ı	6,064.00	116.41	116,41	5,947.59	1.92
485.000 - TRANSFER BETWEEN FUNDS	100,000.00	0.00	<u>.</u>	100,000.00	0.00
1	10, 164, 00	401.49	451.49	9,732,51	4.43
TOTAL EXPENDITURES	437,297.00	13,491.15	13,491.15	423,805.85	3.05
Fund 202 - MAJOR SIRREIS: IOTAL EXPENDITURES	437,297.00	13,491,15	13,491.15	423,805,85	30.6
Fund 203 - LOCAL STREETS	00-0	C	c	c	ć
1	20,009,2	0.00	0.00	5,600.00	0.00
451,000 - STREET CONSTRUCTION 463,000 - STREET-ROUTINE MAINT.	169,000.00	11,670.89	11,670,89	10,000.00	0.00
ı	6,618.00	80,53	80.53	6,537.47	1.22
1	96,287,00	280.17	280.17	96,006.83	0.29
485.000 - TRANSFER BETWEEN FUNDS 491.000 - STORM SEWER	18,571.00	0.00 423.56	0,00 423.56	0.00	0.00
					1
TOTAL EXPENDITURES	306,867.00	12,455.15	12,455.15	294,411.85	4.06
Fund 203 - LOCAL STREETS: TOTAL EXPENDITURES	306,867.00	12,455,15	12,455.15	294,411.85	4.06
TOTAL EXPENDITURES - ALL FUNDS	744,164.00	25,946.30	25,946.30	718,217.70	3.49

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

FINANCIAL REPORT FOR JULY 2020 PERIOD ENDING 07/31/2020

Q H Q M 4 V ž AVAILABLE ACTIVITY FOR YTD BALANCE

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	07/31/2020 NORMAL (ABNORMAL)	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	& BDi US:
Fund 592 - WATER & SEWER	IWER					
452.000		2,000,000.00	00.00	00.00	2.000.000.00	ć
540.000 - WATER / REPAIR	REPAIR	181,271.00	11,068,20	11,068,20	170.202.80	
550.000 - SEWER / REPAIR	EPAIR	201,476.00	6,232.53	6,232,53	195,243,47	i ē
555.000 - REFUSE COLLECTION	MITECIION	540,402.00	44,984,49	44,984.49	495-417	o o o
556.000 - WATER		1,670,395.00	41,139.51	41,139,51	1,629,255,49	; «
557.000 - WASTEWATER	氏	1,601,379.00	51,207.38	51,207.38	1,550,171.62	3.2
TOTAL EXPENDITURES		6,194,923.00	154,632.11	154,632,11	6,040,290.89	2.5(
Fund 592 - WAIER & SEWER: TOTAL EXPENDITURES	WERT	6,194,923.00	154,632.11	154,632.11	6,040,290.89	2.50

CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 07/16/2020 - 08/06/2020 CHECK DATE FROM 7/16/2020 - 8/6/2020

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Cleared Status Cleared Open Amount 62.25 146.84 32.00 500.00 45,730.85 84.77 88.80 56.25 1,776.20 446.00 4446.00 14.65 14.65 14.00 5,112.00 8,937.84 24,820.57 876.21 98.75 29.10 49,955.31 4,233.04 3,207.60 5,102.54 60.00 480.00 453.86 169.17 45.90 166,35 352.50 510.50 120.45 794.75 UB refund for account: BWDR-0229D9-00 COVERAGE PERIOD 8/1/2020 - 8/31/2020 RETIREE COVERAGE 8/1/2020 - 8/31/2020 GLUCOSE
PAYROLL DEDUCTION CASE # 17-57623-PJS
UTILITY SERVICE 300 DOROTHY
NATULAR XRT TABLETS UTILITY SERVICE STREET LIGHTS
UTILITY SERVICE 376 DOROTHY AND 23500
UTILITY SERVICE 61577 11 MILE, 25678
UTILITY SERVICE 300 DOROTHY ST
UTILITY SERVICE 250 DOROTHY ST QUARTERLY SERVICE JULY - SEPT, 2020 REPLACEMENT PUMP FOR 9 MILE LIFT STAT JUNE 2020 CLAIMS FUNDING JUNE 2020 MEDICAL WRAP PROCESSING ADM PARTS FOR FIRE HYDRANT & WATER REPAIR UTILITY SERVICE 300 DOROTHY ST #B NIXLE ENGAGE AND SETUP FEE TROUBLESHOOT BLOWER # 3 SIDEWALK REPAIR STREET SIGNS 3 ANNUAL INSPECTIONS 3X4 SNEEZEGUARDS OFFICE SUPPLIES 5003 VIDEO CARD MISS DIG CLASS ELECTION WORK UTILITY BILLS CASTER SWIVEL Description ROOT BE GONE MONTHLY DUES TRASH BAGS CLARKE MOSQUITO CONTROL PRODUCTS BLUE CROSS BLUE SHIRLD OF MICH EMPLOYEE HEALTH INSURANCE MGMT AMAZON CAPITAL SERVICES
ARBOR SPRINGS WATER CO., INC. CYNERGY PRODUCTS DETROIT PUMP & MANUFACTURING INDUSTRIAL CHEM LABS INTL UNION OF OPERATING ENG GALLAGHER FIRE EQUIPT.CO. HUNT SIGN CO., LTD
I.T. RIGHT BOUND TREE MEDICAL, LLC KRISPEN S. CARROLL CITY OF SOUTH LYON CONSUMERS ENERGY CONSUMERS ENERGY CONSUMERS ENERGY EVERBRIDGE, INC. HECO, INC. HORNET CONCRETE BOGDAN STEPIEN MARY CONNELL Vendor Name USA, INC. BATCO, INC. DTE ENERGY DTE ENERGY DTE ENERGY DTE ENERGY DIE ENERGY IMAGE 360 SRAINGER Vendor MISC 4295 5310 4223 2378 3749 0058 4145 61058 3165 3165 3165 2452 0317 0584 3602 0584 4492 0109 2598 4031 0125 0637 4366 4368 4459 3455 Bank 01 GEN FUND CHECKING 79548 79549 79550 79551 79553 79555 79555 79555 79556 79559 79559 79559 Check 79552 79562 79563 79564 79565 79566 19568 79570 79571 79573 79574 79575 79576 79577 79578 79572 79569 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 Check Date 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020

2/7	Status	Cleared Cleared	Cleared Cleared	Cleared Cleared	Cleared Cleared Cleared	Open Open Open	Cleared Cleared Cleared Cleared	Cleared	Cleared Cleared Cleared	Cleared	Cleared Cleared	Cleared Cleared Cleared
Page:	Amount	151.36 201.54 352.90	1,161.75 2.99 1,164.74	91.39 218.27 309.66	291.26 2,095.50 195.00	1,927.40 28.47 15.97 1,971.84	445.00 890.00 523.43 14,725.10 1,937.51	21.87 215.00 236.87	5,025.00 910.00 1,295.00 7,230.00	27,318,00	64.83 163.83 228.66	37.00 99.00 250.00
R FOR CITY OF SOUTH LYON M 07/16/2020 - 08/06/2020 OM 7/16/2020 - 8/6/2020	Description	KITCH AND OFFICE SUPPLIES OFFICE SUPPLIES	JUNE 2020 STATEMENT WASP AND HORNET SPRAY	BLADER RUNNER BELT PARTS FOR TOOL CAT	PAYROLL DEDUCTION ID 912962522 DOG TAG LICENSES 1/1/2020 - 6/30/2020 WATER ANALYSIS (2 LEAD AND COPPERS)	JUNE 2020 STATEMENT BATTERIES HOSE WASHER AND NOZZLE	POSTAGE METER REFILL POSTAGE METER REFILL SUPPLIES FOR DFW & COMFORT STATIONS R.R.R.A.S.O.C. 2020-2021 MEMBER CONTRITATIC SIGNAL MAINTENANCE MARCH - MA	PHOTOS ANNUAL DUES	CITY ATTORNEY GENERAL WORK RENDERED T PROSECUTIONS - SERVICES RENDERED THRO MICHIGAN TAX TRIBUNAL MATTERS - SERVI	BUILDING PERMITS AND TECH FEES	DISINFECTANT WIPES SHOP SUPPLIES	POSTAGE AND CAR WASH REIMBURSEMENT IN TOP SOIL ADA WARING CAST
CHECK REGISTER FOR CLTY OF CHECK DATE FROM 07/16/2020 CHECK DATE FROM 7/16/2020	Vendor Name	LB OFFICE PRODUCTS	MARTIN'S DO IT BEST	MAXI - BRIGHTON	MISDU CAKLAND COUNTY ANIMAL CONTROL PARAGON LABORATORIES, INC.	PETER'S TRUE VALUE HARDWARE	FURCHASE POWER PURCHASE POWER QUALITY FIRST AID & SAFETY R.R.R.A.S.O.C. ROAD COMMISSION FOR OAKLAND	ROBERT VOGEL	ROSATI, SCHULTZ, JOPPICH	SAFEBUILT, LLC	SHARE CORPORATION	CHRISTOPHER SOVIK STONE DEPOT LANDSCAPE SUPPLIES, I SWEENEY CONSTRUCTION MATERIALS
	Vendor	4026	1509	4427	0470 0293 2126	0462	1555 1555 2018 2507 0213	4218	3955	5893	5251	2405 5439 3919
10:22 AM 51A 70n	Check	79580	79581	79582	79583 79584 79585	79586	79587 79588 79589 79590	79592	79593	79594	79595	79596 79597 79598
08/06/2020 10:22 User: PATRICIA DB: South Lyon	Check Date	07/16/2020	07/16/2020	07/16/2020	07/16/2020 07/16/2020 07/16/2020	07/16/2020	07/16/2020 07/16/2020 07/16/2020 07/16/2020 07/16/2020	07/16/2020	07/16/2020	07/16/2020	07/16/2020	07/16/2020 07/16/2020 07/16/2020



CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 07/16/2020 - 08/06/2020 CHECK DATE FROM 7/16/2020 - 8/6/2020 08/06/2020 10:22 AM User: PATRICIA DB: South Lyon

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	Status	Cleared Open Cleared	Cleared Open Open Open	Cleared Cleared Open Cleared Cleared	Cleared	Ореп Ореп	Cleared Cleared Cleared Cleared Cleared Cleared Open Cleared	Cleared
	Amount	264.55 25.00 3,425.41 252.96 62.00 32.97 215.07 500.00 8.00 6.15 6.99 127.50 45.00	169.45 100.00 100.00 100.00	57.60 11,901.00 165.00 41.07	24.52 V 51.31 V 75.83	168.00 84.00 252.00	646.66 85.00 5,014.96 120.38 377.45 150.00 280.00 1,106.36	100.00
	Description	INSECT REPELLANT TOWELETTES REIMBURSEMENT FOR EMT LICENSE RENEWAL ICMA 457 PLAN # 301149 PPE 7/14/2020 PAYROLL GARNISHMENT FOR PPE JULY 14,2 UTILITY SERVICE DPW UTILITY SERVICE WATER DEPT BAGS FOR DG WASTE STATIONS BD PAYMENT Refund WITNESS FEES BUNGEES FOR SHOP AND T12 BATTERY VIDEO SYSTEM REPAIRS 5 GAL, ARTESIAN WATER	SERVICE FROM 6/2/2020 - 7/1/2020 OFFICER'S CLEANING ALLOWANCE - JANUAR CLEANING ALLOWANCE CLEANING ALLOWANCE	MONTHLY FEE FOR SECTION 125 FSA PLAN ASBESTOS ABATEMENT SERVICES MCHATTIE ONLINE DISINFECTIONS BASICS CLASS GAUZE AND STERILE WATER PAPER TOWELS AND HAND SOAP	LAB SUPPLIES SUPPLIES	PUMP CLASS IFSTA PUMPING APPARATUS	WATER SERVICE FOR S WARREN, W LAKE, M MONTHLY PHONE MAINT. 7/20/2020 - 8/19 SUMMER TAXES PAID TWICE 21-30-377-027 UTILITY SERVICE BALLOT BAGS BOARD OF REVIEW APPOINTMENTS 2 FIRE EXTINGUISHERS BOARD OF REVIEW APPOINTMENTS DUMPSTER & RECYCLING 8/1/2020 - 8/31/TRASH BAGS FOR DDA CANS AND PARK	OFFICER'S CLEANING ALLOWANCE - JANUAR UNIFORM CLEANING ALLOWANCE
Cabon Date and	Vendor Name	TENDER CORPORATION-US TIMOTHY WILSON VANTAGEPOINT TRANSFERS SUSAN L. WINTERS WOW! BUSINESS WOW! BUSINESS WOW! BUSINESS WOW! BUSINESS AMCLanahan Bullders Inc MCClanahan Bullders Inc MCClanahan Bullders Inc MCLISA BRITTEN ADVANCE AUTO PARTS AMAZON CAPITAL SERVICES AMARICAN VIDEO TRANSFER INC. ARBOR SPRINGS WATER CO., INC.	ATET RONALD BARBOUR	BASIC BDS ENVIRONMENTAL BLUE WATER MANAGEMENT SOLUTION BOUND TREE MEDICAL, LLC BRIGHTON CLEANING SUPPLIES & SVCS.	BUSCH'S	CITY OF FARMINGTON HILLS	CITY OF SOUTH LYON COMMUNICATIONS TECHNOLOGIES, INC. CRYSTAL ATALLAH DIE ENERGY ELECTION SOURCE FRANK FOGARTY GALLAGHER FIRE EQUIPT.CO. GARY BEASLEY GEN BEASLEY GRAINGER	SEAN S. HOYDIC
;	Vendor	60339 42339 339954 339954 MI654 MI654 53854 53884 53884 53887	4068 3219	4197 4505 4437 2378 1061	4500	4151	0058 44315 44315 00584 01095 2598 2598	2545
	Check	79599 79600 79600 79601 79603 79606 79608 79609 79610	79613	79614 79615 79616 79617 79618	79619	79620	79621 79622 79623 79624 79625 79627 79628 79629	79631
	Check Date	716/202 716/202 716/202 716/202 716/202 716/202 723/202 723/202 723/202 723/202	07/23/2020 07/23/2020	07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020	07/23/2020	07/23/2020	07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020	07/23/2020

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Cleared Open Cleared Cleared Cleared Cleared Status Cleared Open Open Open Open Open Open Open Open орен Орен Open Open Ореп Open Open Open Open 144.98 5,438.50 1,040.00 18.33 86.14 180.00 10,756.34 6.12 Amount 150.00 75.00 177.00 60.00 180.00 65.00 56.35 5.93 32,899.70 129.00 214,342.38 200,00 70.99 345.99 7.69 100.00 100.00 100.00 175.00 110.00 3.68 340.36 60.00 36.00 2,195.31 46.97 710.00 177.00 110.05 56.25 424.67 300.00 POLE BANNERS "SHOP LOCAL" AND "DINE L FINAL H20 BILL OVERPAYMENT REFUND REFUND OF LOST CHECK - WEDDING CANCEL RECIRCULATION PUMP 9ACTIFIO #1) NIDA SCREEN - ARCHEY 6/15/2020 STAFF SUPPLIES FOR N. MACK AND M. HAA WINTER TAX OVERPAYMENT/TAX REFUND PAR SCHOOL DEBT AND SCHOOL OPERATING OFFICER'S CLEANING ALLOWANCE - JULY 2 UNIFORM ALLOWANCE - JULY 2 CLOTHING ALLOWANCE - REISSUE DUE TO L ELECTION INSPECTOR BALLOT PREP ASSIST ONLINE VALVE & HYDRANT MAINTENANCE CL 2014 WINTER TAX OVERPAYMENT 80-21-17-2020 PCORI FEES EIN #38-6004651 FORM REMOVE STICKERS AND ADHESIVES FROM LO UB refund for account: UNIV-000320-00 REFUND FOR OVERPAYMENT OF FARMER'S MA BOR TRAINING & LUNCHEON - 3 ATTEND REIMBURSEMENT FOR HOLIDAY LIGHTS ANNUAL RENEWAL BOARD OF REVIEW APPOINTMENTS WEB SITE SUPPORT FEES FOR 2020 NOTICE OF ELECTION/REGISTRATION CABLED SANITARY SEWER 134 LAKE UTILITY SERVICE CITY HALL INTERNET SERVICE DIA ACCOUNT NETWORK UPGRADES CITY HALL LIBRARY VOTED AND LIBRARY REFUND OF TAX OVERPAYMENT COMPRESSOR FOR TOOL CAT PAGOIL FOR TOOL CAT ELECTION INSPECTOR PAY MORENO PANTS AND BELT PROPERTY TAX REFUND PROPERTY TAX REFUND UTILITY SERVICE DPW OFFICE SUPPLIES BLOWER MOTOR Description MI DEPT OF HEALTH AND HUMAN SVCS. THE CHEESE PEOPLE OF GRAND RAPIDS QUICK SILVER MARKETING SOLUTIONS SUNCOAST LEARNING SYSTEMS, INC. OAKLAND COUNTY MEDICAL CONTROL SOUTH LYON COMMUNITY SCHOOLS ASCENSION MICHIGAN AT WORK SALEM-SOUTH LYON DISTRICT SEZAL O. ODER UNITED STATES TREASURY OBSERVER & ECCENTRIC WAYNE WILLIAM NUNEZ LB OFFICE PRODUCTS HURON VALLEY GUNS PLUMBER'S SERVICE WENDY R VELTHOVEN RAYMOND ERICKSON AMBER LYNN KING MICHAEL KENNEDY KRISTEN ZARYCKI MAXI - BRIGHTON ADOLFO VALENCIA BRUCE NUSSBAUM TRAVIS STEVENS X-TREME STEAM LIBERTY TITLE JEREMY DELAY JOSEPH KELLY WOW! BUSINESS BUSINESS WOW! BUSINESS TAMI BRINKEL Vendor Name I.T. RIGHT IMAGE 360 KRUGER OCARO MOM: Vendor 4240 4366 4368 4497 4503 3702 4105 4496 4026 4494 4226 3759 5845 1377 0943 9065 5419 4502 5554 4418 4427 4301 4501 4085 6032 4499 3984 3984 4504 MISC 79634 79635 79636 79637 79638 79639 Check 79644 79645 79646 79647 79648 79649 79651 79652 79653 79654 79642 79656 79657 79658 79659 79660 79661 79662 79643 79655 79664 79665 79666 79667 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 Check Date 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/30/2020 07/30/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020 07/23/2020

5/7	Status	Open Open Cleared Open Open Open Open Open Open Open Open	Open Open	Open Open	Open	Open Open	Open Open Open Open	Open Open	Open Open Open Open Open Open
Page:	Amount	26.98 550.23 180.00 88.80 500.00 308.00 17.236.00 120.71 170.14 493.77 1,387.50 9,891.78 3,706.25	150.00	548.39 1,255.00 1,803.39	180.00	132.63 162.79 295.42	180.00 2.92 291.26 55.98 467.50	1,560.25 1,072.31 2,632.56	2,505.00 2,268.40 2,536.50 180.00 180.00 280.08 1118.43 105.66 1,393.70
REGISTER FOR CITY OF SOUTH LYON ATE FROM 07/16/2020 - 08/06/2020 DATE FROM 7/16/2020 - 8/6/2020	Description	FLASHLIGHT BATTERY UTILITY SERVICE MONTHLY COUNCIL PAY PAYROLL DEDUCTION CASE # 17-57623-PJS NFPA INSPECTOR I TRAINING - MOYNIHAN ELECTION INSPECTOR ASSISTANCE CSI POLY RESCUE BODY, 25% DOWN PAYMEN MONTLY COUNCIL PAY REFUND - CHANGE FROM 0% PRE TO 100% P VISORS UTILITY SERVICE 215 WHIPPLE REFUND - CHANGE FROM 0% PRE TO 100% P DENTAL, VISION AND DISABILITY INSURAN CADET CIOCHON SUMMER SHIRT SHORT SLEEF POLICE FIREWALL AND SWITCH	REIMBURSEMENT FOR DRIVER TESTING CDL MONTHLY COUNCIL PAY	A/C REPAIR AND SERVICE 3 TIMES YEARLY INSPECTION, HVAC REPAI	MONTHLY COUNCIL PAY	SUPPLIES OFFICE SUPPLIES	MONTHLY COUNCIL PAY CAULK PAYROLL DEDUCTION ID 912962522 REIMBURSEMENT FOR POLO SHIRT SOUTH LYON WOODS TRAILER PARK TAX JUN	CLEMIS LIVESCAN, MUG CAPTURE STN MAIN FRMS DEPARTMENT FEE APR - JUNE 2020	CLEMIS MEMBERSHIP USAGE FEE AND MDC P BUSINESS CARD SAT. JULY 18 HAZARDOUS WASTE EVENT MONTHL COUNCIL PAY MONTHLY COUNCIL PAY NOT PAY PPE 6/30/2020 COPIER CONTRACT PAYMENT, EQUIPMENT ID COPIER CONTRACT PAYMENT, EQUIPMENT ID COPIER CONTRACT PAYMENT, EQUIPMENT ID COPIER CONTRACT PAYMENT, - VARIOUS LO COPIER CONTRACT PAYMENT - VARIOUS LO
CHECK REGISTER FOR CITY OF CHECK DATE FROM 07/16/2020 CHECK DATE FROM 7/16/2020	Vendor Name	AMAZON CAPITAL SERVICES AT&T MOBILITY CARL RICHARDS KRISPEN S. CARROLL CITY OF NOVI TREASURER MARY CONNELL CSI EMERGENCY APPARATUS, LLC DANIEL PELCHAT DEREK AND RACHEL EDWARDS DOUGLASS SAFETY SYSTEMS LLC DTE ENERGY ELLEN ROBINSON AND JAMES HASSELL GUARDIAN HURON VALLEY GUNS I.T. RIGHT	JEFF DOUGLAS GLENN KIVELL	KROPF MECHANICAL SERVICE CO.	MARGARET KURTZWEIL	LB OFFICE PRODUCTS	LISA DILG MARTIN'S DO IT BEST MISDU NICHOLAS L. KACZOR OAKLAND COUNTY TREASURER	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS PNC BANK R.R.A.S.O.C. ROSE WALTON STEPHEN KENNEDY TIMOTHY WILSON TOSHIBA FINANCIAL SERVICES
	Vendor	4 4 4 4 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4509 2586	9960	6114	4026	4395 1509 0470 4361 1034	5183	5183 1199 2507 4190 4207 4235 3675 3675 3675
10:22 AM SIA Yon	Check	79668 79669 79669 79670 79673 79673 79674 79670 79670 79680	79683 79684	79685	79686	79687	79688 79689 79690 79691 79692	79693	79694 79695 79696 79697 79698 79700 79701
08/06/2020 10:22 User: PATRICIA DB: South Lyon	Check Date	07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020	07/30/2020 07/30/2020	07/30/2020	07/30/2020	07/30/2020	07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020	07/30/2020	07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020

2/9	Status	Open Open Open Open Open Open	Open Open Open	Open Open Open Open Open Open Open Open	Open	Open Open
Page.	Amount	3,522,31 30.00 252.96 970.14 159.79 11.58 46.55 29.01	35.60 41.78 762.86 840.24	45.00 337.28 544.68 35.96 290.50 24.68 27.50 14.00 247.87 823.13 1,068.25 2,007.36 2,134.50 44,825.00 4,325.00 43.25.00 43.25.00 441.95 574.52	120.00	49.83
CHECK REGISTER FOR CITY OF SOUTH LYON HECK DATE FROM 07/16/2020 - 08/06/2020 CHECK DATE FROM 7/16/2020 - 8/6/2020	Description	ICMA 457 PLAN # 301149 PAYROL DED. PP 9/30/2013 REFUND OF VARLOUS FEES PAYROLL GARNISHMENT FOR PPE JULY 28, GLOVES UTILITY SERVICE WITCH'S HAT DEPOT MU UTILITY SERVICE SLFD UTILITY SERVICE SLFD BELTS	ROPE TOOL PRINTER INK COPIER INK AND PAPER	WATER UTILITY SERVICE CELLULAR SERVICES FOR JULY 2020 COFFEE ELECTION WORK WAGES UTILITY SERVICE 219 WHIPPLE UTILITY SERVICE 219 WHIPPLE UTILITY SERVICE 214 W LAKE UTILITY SERVICE 219 WHIPPLE UTILITY SERVICE 2000 SPLIT WASHERS CLAMP METER, SCREWDRIVER, HYDRATED LI (20) 21" X 4" EMPEROR DBL FACED SIGNS 31 X 4" SNEEZEGUARDS FOR 8/4/2020 ELE KNOLLS LIFT STATION FLYGT PUMP PINE SOL OFFICE SUPPLIES AND FIRST ALD KIT FOR BELT FOR MOWER  BELT FOR MOWER	WATER COOLER QUARTERLY RENTAL	BATTERIES, TAPE, MOUSE TRAPS SCREWS FOR SUCTION UNIT
CHECK REGISTER CHECK DATE FROM CHECK DATE FRO	Vendor Name	VANTAGEPOINT TRANSFERS WELLS FARGO SUSAN L. WINTERS WITMER PUBLIC SAFETY GROUP WOW! BUSINESS WOW! BUSINESS WOW! BUSINESS ADVANCE AUTO PARTS	AMAZON CAPITAL SERVICES	ARBOR SPRINGS WATER CO., INC. AT&T BADGER METER INC. BUSCH'S MARY CONNELL CONSUMERS ENERGY CONSUMERS ENERGY DTE ENERGY CONSUMERS ACCHARDWARE GRAINGER GRAINGER GRAINGER GRAINGER GRAINGER GRAINGER GRAINGER IMAGE 360 KENNEDY INDUSTRIES INC. LA OFFICE PRODUCTS  MAXI - BRIGHTON	MCW PARINERS, LLC	PETER'S TRUE VALUE HARDWARE
	Vendor	0062 2060 3854 5116 3984 3984 4472	4295	5310 4068 6103 3165 3165 3165 3165 6103 4274 4274 4274 4274 4427 4427	4246	0462
10:22 AM 31A 7on	Check	79704 79705 79706 79707 79709 79710	79712	79713 79714 79715 79715 79718 79720 79720 79721 79721 79725 79725 79727 79727 79727 79728 79728	79734	79735
08/06/2020 10:22 User: PATRICIA DB: South Lyon	Check Date	07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020 07/30/2020	08/06/2020	08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020 08/06/2020	08/06/2020	08/06/2020





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Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
					51.08	
08/06/2020 08/06/2020	79736 79737	6089 9065	JUDY PIEPER ASCENSION MICHIGAN AT WORK	COSTCO, KROGER AND ELECTION RUNNING DOT PHYSICAL EXAM - FRED DENTAI	37.04 62.00	Open Open
08/06/2020	79738	2018	QUALITY FIRST AID & SAFETY	ALCOHOL WIPES FIRST AID SUPPLIES	215.64 29.96 245.60	Open Open
08/06/2020	79739	5928	REPUBLIC SERVICES #241	PLANT SCREEN REMOVAL	1,439.50	Open
08/06/2020	79741	3948	RUSSELL DESIGN, INC.		1,155.00	o o
08/06/2020	79742 79743	5251 4356	SHARE CORPORATION SHERWIN-WILLIAMS	CITRA SOLVE GLASS BEADS AND PAINT FOR STREET STRI	237,70	Open
08/06/2020	79744	2405	CHRISTOPHER SOVIK	OFFICER'S CLEANING ALLOWANCE	00.001	Open
08/06/2020	79745	4149	TURNOUT RENTAL	GEAR REPAIR AND CLEANING	260.80	Open
08/06/2020	79746	1232	UNITED STATES POSTAL SERVICE	POSTAGE FOR WATER DELINGUENT NOTICES	155.05	Open
08/06/2020	79748	2770	VERLEDON WILLIEDS VICTORY LANE	CELL SERVICE OIL CHANGE	35,48	open Open
08/06/2020	79749	6033	VISICOM SERVICES, INC.	PROOFPOINT MONTHLY BILLING FOR SEPTEM REMOTE SUPPORT	782.25 59.22 841.47	Open Open
08/06/2020	79750	5731	WINDSTREAM	UTILITY SERVICE	2,211.08	Open
01 TOTALS:						
Total of 203 Checks: Less 1 Void Checks:	Checks:				591,668.99	
Total of 202	Total of 202 Disbursements:	: xi		I	591,593.16	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 08/10/2020 - 08/10/2020	JOURNALIZED OPEN	CHECKS TO BE APPROVED 08/10/2020	Invoice Description
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GI Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 101 GENERAL FUND Dept 000.000 101-000.000-035.000	ENGINEERING FEES	HUBBELL, ROIH, & CLARK,	PROFESSIONAL SERVICES WTP CAPITAL IMP	20,375.53	
		Total For Dept 000.000		20,375.53	
Dept 276.000 CEMETERY 101-276.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	PARTS FOR CEMETERY	64.99	
101-276.000-740.000		PHOMIANE CREWLIN SERVICES FLEETPRIDE	SHOF TOOL BC EXTINGUISHER & INFLATOR	50.35 6.68	
101-276.000-740.000	OPERATING EXPENSE	STONE DEPOT LANDSCAPE SU	TOP SOLL	118.80	
		Total For Dept 276.000 CEMETERY	METERY	240.82	
Dept 300,000 POLICE 101-300,000-863,000	VEHICLE MAINTENANCE	BLUETARP CREDIT SERVICES	SHOP TOOL	80.56	
101-300.000-863.000		FLEETPRIDE	BC EXTINGUISHER & INFLATOR	13,44	
101-300.000-863.000 101-300.000-970.000	VEHICLE MAINTENANCE CAPITOL IMPROVEMENTS	TIRE WHOLESALERS COMPANY ENFORCEMENT PRODUCTS	COOPER ZEON TIRES FOR PD 252 TRAFFIC LOGIX SPEED SIGN CART DEMO MO	544,40 350,00	
		Total For Dept 300.000 PO	POLICE	988.40	
된	PUBLIC WORKS				
101-440.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	112.95	
101-440.000-740.000	OPERATING EXPENSE			1,681.65	
101-440.000-801.000	PROFESSIONAL SERVICE		PROFESSIONAL SERVICES WTP CAPITAL IMP	15,928.98	
101-440.000-860.000	GAS & OIL	CORRIGAN OIL CO.	GAS & DIESEL	171.19	
101-440.000-863.000		BLUETARP CREDIT SERVICES	SHOP TOOL	221.72	
101-440.000-863.000		FLENDING DONE FEE	BC EXTINGUISHER & INFLATOR	62.64	
101-440.000-863.000	VEHICLE MAINTENANCE	HINES PARK FORD, INC.	PARTS FOR TI	250.00	
101-440.000-803.000		INTERSIBLE BIFFING SERVI	FARTS FOR TOULCAT	480,85	
101-440.000-863.000		TATE DATE BELLENG SERVE T RETARDADO ANERON FOR	AMARKEN FOR DEW FORCER RANTHOR CHARGE ATE COOLED	27,36	
101-440,000-863,000		DOHENY	VACTOR PARTS	834.78	
101-440.000-863.000	VEHICLE MAINTENANCE	TIRE WHOLESALERS COMPANY	COOPER DISC TIRE	166.21	
		Total For Dept 440.000 DEPT.	PT. OF PUBLIC WORKS	23,534.31	
Dept 690.000 PARKS AND RECREATION 101-690.000-801.000	CREATION PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES WTP CAPITAL IMP	126.84	
101-690.000-930.000	REPAIR MAINTENANCE	E USA,	BAGS FOR DOG WASTE STATION	215.07	
101-690,000-978,000	CAPITAL EQUIPMENT	MIRACLE RECREATION	FLIPPO OFF-SPRING RIDER	1,219.00	
		Total For Dept 690.000 PA	690.000 PARKS AND RECREATION	1,560.91	
		Total For Fund 101 GENERAL FUND	FUND	46,699.97	

Fund 202 MAJOR STREETS

41 F.D.	
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Page: 2/5 INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 08/10/2020 - 08/10/2020 JOURNALIZED CHECKS TO BE APPROVED 08/10/2020 08/06/2020 10:24 AM User: PATRICIA DB: South Lyon

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount Ch	Check
Fund 202 MAJOR STREETS Dept 463.000 STREET-ROUTINE MAINT. 202-463.000-930.000	NE MAINT. REPAIR MAINTENANCE	AJAX MATERIALS CORPORATI	COLD PATCH	727.95	
		Total For Dept 463.000 ST	463.000 STREET-ROUTINE MAINT.	727.95	
Dept 491.000 STORM SEWER 202-491.000-740.000	OPERATING EXPENSE	BATCO, INC.	RYCOM CLAMPMITTER	182.12	
		Total For Dept 491.000 STORM SEWER	TORM SEWER	182.12	
		Total For Fund 202 MAJOR STREETS	STEETS	910.07	
Fund 203 LOCAL STREETS Dept 463.000 STREET-ROUTINE MAINT. 203-463.000-930.000	VE MAINT. REPAIR MAINTENANCE	AJAX MATERIALS CORPORATI COLD PATCH	COLD PATCH	727.95	
		Total For Dept 463.000 ST	For Dept 463.000 STREET-ROUTINE MAINT.	727.95	
Dept 491.000 STORM SEWER 203-491.000-740.000	OPERATING EXPENSE	BATCO, INC.	RYCOM CLAMPMITTER	182.12	
		Total For Dept 491.000 STORM SEWER	ORM SEWER	182.12	
		Total For Fund 203 LOCAL STREETS	STREETS	910.07	
Fund 265 DRUG LAW ENFORCEMENT FUND	IENT FUND				
Dept 000.000 265-000.000-964.000	CAPITAL EXPENDITURE	AXON ENTERPRISE, INC.	3 TASERS, 3 HOLSTERS	3,550.50	
		Total For Dept 000.000		3,550.50	
		Total For Fund 265 DRUG L	Fund 265 DRUG LAW ENFORCEMENT FUND	3,550.50	
Fund 401 CAPITAL IMPROVEMENTS Dept 451.000 STREET CONSTRUCTION 401-451.000-802.500 CONTR	NTS UCTION CONTRACTUAL SERVOCES-DEW YARD P	STANTE EXCAVATING COMPAN	DPW COMPLEX IMPROVEMENTS	167,047.80	
		Total For Dept 451,000 STREET CONSTRUCTION	REET CONSTRUCTION	167,047.80	
	·	Total For Fund 401 CARITAL IMPROVEMENTS	I. IMPROVEMENTS	167,047.80	
Fund 592 WATER & SEWER Dept 540.000 WATER / REPAIR 592-540.000-740.000 592-540.000-740.000 592-540.000-930.000	R OPERATING EXPENSE OPERATING EXPENSE REPAIR MAINTENANCE	BATCO, INC. USA BLUE BOOK STONE DEPOT LANDSCAPE SU	RYCOM CLAMPMITTER FLAGSHOOTER PAINT & FLAG GUN TOP SOIL FOR SEWER/WAITER LAWN REPAIRS	182.12 506.77 59.40	

Dept 550,000 SEWER / REPAIR

748.29

Total For Dept 540.000 WATER / REPAIR



# INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 08/10/2020 - 08/10/2020 JOURNALIZED

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OPEN
CHECKS TO BE APPROVED 08/10/2020

		CHECKS TO BE APPROVED 08/10/2020	08/10/2020		
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 592 WATER & SEWER Dept 550.000 SEWER / REPAIR 592-550.000-740.000 592-550.000-740.000	IR OPERATING EXPENSE OPERATING EXPENSE PEDATE MATHIPPENDE	BATCO, INC. STONE DEPOT LANDSCAPE SU HORNET CONCERTE CO. TNC	RYCOM CLAMPMITTER TOP SOIL FOR SEWER/WATER LAWN REPAIRS LYON BIVD SEWED DEDATE	182.14	
000.000.000.000	REFAIN MAINLE	HOMBE CONCRETE CO. TRO.	LION BLVD BEWER REFAIR	00.682	
		Total for Dept 350,000 SEWER / REFAIR	SWER / KBFAIK	526.54	
Dept 556.000 WATER 592~556.000-740.000	OPERATING EXPENSE	ELHORN ENGINEERING COMPA	PHOSPHATE	5,645,00	
592-556,000-740,000		JCI JONES CHEMICALS INC.	CHIORINE	1,515.30	
592-556,000-740,000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER QUALITY PARAMETERS	100,00	
592-556,000-740,000	OPERATING EXPENSE	PVS NOLWOOD CHEMICALS	FLUORIDE	1,691.60	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	30.41	
592-556,000-740,000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	29,33	
592-556,000-740,000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	55.51	
592-556.000-740.000	OPERATING EXPENSE		LAB SUPPLIES	61.83	
592-556,000-801,000		HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES WIP CAPITAL IMP	10,576.51	
592-556.000-802.000				185,23	
592-556.000-802.000	CONTRACTUAL SVCS	HACH COMPANY	LAB EQUIPMENT SERVICE AGREEMENT 7/15/	2,123.00	
592-556,000-860,000	벙	CORRIGAN OIL CO.	GAS & DIESEL	3,933.90	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL CO.	GAS & DIESEL	930.04	
592-556,000-863,000	VEHICLE MAINTENANCE	BLUETARP CREDIT SERVICES	SHOP TOOL	90.63	
592-556.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	BC EXTINGUISHER & INFLATOR	15.12	
592-556,000-863,000	VEHICLE MAINTENANCE	TIRE WHOLESALERS COMPANY	COOPER DISC TIRE	664.84	
		Total For Dept 556.000 WATER	TER	27,648.25	
Dept 557.000 WASTEWATER					
592-557.000-740.000		ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	37.65	
592-557,000-740,000		BADER & SONS CO.	MOWER PARTS	158.78	
592-557,000-740,000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, L.L	WW ANALYSIS	82.50	
592-557,000-740,000		FISHER SCIENTIFIC	LAB SUPPLIES AND THERMOMETER CALIBRAT	292.08	
592-557,000-740,000		FISHER SCIENTIFIC	LAB EQUIPMENT AND SUPPLIES	151.90	
592-557,000-740.000		GRAINGER	PARIS FOR HYDRANT	86.05	
592-557.000-740.000		HAVILAND PRODUCTS COMPAN	ALUMINUM SULFATE	4,863.55	
592-557.000-740.000			WW ANALYSIS	408.00	
592-557,000-740,000		PARAGON LABORATORIES, IN		914.00	
592-557.000-740.000		USA BLUE BOOK		269.59	
592-557.000-740.000			LAB SUPPLIES	55,50	
592-557.000-740.000				61.82	
592-557.000-740.000	OPERATING EXPENSE	VWR INTERNATIONAL LLC	LAB SUPPLIES	60.94	
592-557,000-801,000	PROFESSIONAL SERVICE	ROTH,	SANITARY SEWER AND EVALUATION STUDY	33,768.31	
592-557.000-801.000		HUBBELL, ROTH, & CLARK,	PROFESSIONAL SERVICES WIP CAPITAL IMP	969.16	
592-557.000-802.000	CONTRACTUAL SVCS	CRB CRANE & SERVICE	CRANE INSPECTION	567,00	

	INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON  EXP CHECK RUN DATES 08/10/2020  JOURNALIZED  OPEN  CHECKS TO BE APPROVED 08/10/2020	Invoice Line Desc Vendor Invoice Description	
j	08/06/2020 10:24 AM User: PATRICIA DB: South Lyon	GI Number	Fund 592 WATER & SEWER

Amount Check

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GI Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Chec
Fund 592 WATER & SEWER Dept 557.000 WASTEWATER 592-557.000-802.000	CONTRACTUAL SVCS	FISHER SCIENTIFIC	LAB SUPPLIES AND THERMOMETER CALIBRAT	185,23	
592-557.000-802.000	CONTRACTUAL SVCS	HACH COMPANY	LAB EQUIPMENT SERVICE AGREEMENT 7/15/	2,123.00	
592-557.000-931.000 592-557.000-931.000	BULLDING MALNTENANCE BUILDING MAINTENANCE	BADER & SONS CO. CARLSON-DIMOND & WRIGHT,	WAIER KESISIANI GREASE COMPLETE GEARMOTOR ASSY, FOR SOUTH RD	25.84 1,091.67	
592-557,000-931,000	BUILDING MAINTENANCE	FISHER SCIENTIFIC	LAB EQUIPMENT AND SUPPLIES	337.80	
592-557,000-931,000	BUILDING MAINTENANCE	GRAINGER	CHAIN HOIST & CLAMP FOR BLOWER BLDG/P	349.03	
592-557.000-931.000	BUILDING MAINTENANCE	UIS SCADA, INC.	FURNISH AND INSTALL TRANSDUCER	1,171.47	
		Total For Dept 557.000 WASTEWATER	ASTEWATER	48,030.87	
		Total For Fund 592 WATER & SEWER	& SEWER	76,953.95	
Fund 641 EQUIPMENT REPLACEMENT	ement				
641-000.000-959.400	STREET SWEEPER	TCF EQUIPMENT FINANCE	ELGIN PELICAN STREET SWEEPER, PAYMENT	43,042.00	
		Total For Dept 000.000		43,042.00	
		Total For Fund 641 EQUIPMENT REPLACEMENT	MENT REPLACEMENT	43,042.00	

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DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 08/10/2020 - 08/10/2020 JOURNALIZED

CHECKS TO BE APPROVED 08/10/2020

Vendor

Invoice Line Desc

GI Number

Amount 46,699.97 910.07 910.07 3,550.50 167,047.80 76,953.95 43,042.00 Fund 101 GENERAL FUND Fund 202 MAJOR STREETS Fund 203 LOCAL STREETS Fund 265 DRUG LAW ENFO Fund 401 CAPITAL IMPRO Fund 592 WATER & SEWER Fund 641 EQUIPMENT REP Invoice Description Fund Totals:

Check

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Page:

Total For All Funds:

339,114.36

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

# July 2020 Payroll Report

Department	Total Pay
Administration	\$ 53,574.95
Cemetery	\$ 8,111.52
Police	\$ 167,225.62
Fire	\$ 44,062.09
D.P.W.	\$ 74,310.11
Water & Wastewater	\$ 63,423.67
Total Wages	\$ 410,707.96

<sup>\*</sup>Please note 3 pay periods in the month of July 2020

# AGENDA NOTE

Consent Agenda

MEETING DATE: August 10, 2020
PERSON PLACING ITEM ON AGENDA: City Manager
AGENDA TOPIC: Resignation of Josie Kerns from the Cultural Arts Commission
<b>EXPLANATION OF TOPIC:</b> We have received correspondence from Josie Kerns resigning her position from the Cultural Arts Commission.
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Correspondence dated June 21, 2020 from Josie Kerns resigning from the Cultural Arts Commission.
<b>POSSIBLE COURSES OF ACTION:</b> Accept the resignation of Josie Kerns from the Cultural Arts Commission.
SUGGESTED MOTION: Motion by, supported by to accept the resignation of Josie Kerns from the Cultural Arts Commission.

### **Paul Zelenak**

From:

Dan Pelchat

Sent:

Wednesday, July 29, 2020 11:49 AM

To: Cc: Lisa Deaton Paul Zelenak

Subject:

FW: Resignation from Cultural Arts Commission

Please add this to next consent agenda. I will be sure to thank them in meeting. Thank you. - Dan

Daniel L. Pelchat Mayor - City of South Lyon 355 South Warren South Lyon, MI 48178

Office - (248) 437-1735 Cell - (248) 916-5458 Fax - (248) 486-0049 dpelchat@southlyonmi.org

From: Josie Kearns [jakearns@umich.edu]
Sent: Sunday, June 21, 2020 10:01 PM

To: Dan Pelchat; pzelenak@southlyonmi.com; margaret kurtzweil; Steve Kennedy; Rose Walton; ken michalik; Ryan L;

Linda Robinson

Subject: Resignation from Cultural Arts Commission

Dear Mayor, City Council, City Manager.

It is with deep regret that Joe Matuzak and I, Josie Kearns, have decided to resign from the Cultural Arts Commission. We have enjoyed the past five years immensely, working with council members, past and present, Paul Zelenakl, and Mayor Pelchat in the service of this community. We want you all to know what a privilege it has been to work with this community.

After numerous first ever initiatives, not the least of which has been the Quilt and Fiber Arts Show, the Sustainable and Sound Art Show, the Art and Cars Show, and the most recent Art and Commerce project downtown, three grants funded and final reports filed, we have come to the conclusion that our efforts should be spent on family, home repair and artistic projects we both want to pursue in writing.

You may not realize how much time the maintenance, set up, budget, and planning meetings the Commission eats up, but it is considerable. Joe's mother, my wonderful mother-in-law, recently passed away and Joe is executor of her estate. Right now, we need to focus on legal concerns and a grieving family, children, grandchildren and great grandchildren. Added to this is the reassessment the corona virus has forced upon us. This has been a time of hardship but new and compelling reshaping of our priorities.

We would have preferred to leave the reins in someone's capable hands. However, as no such person has appeared, perhaps it is time for someone new, with new ideas and energy to take up stewardship of the Commission. Of course, the tremendous efforts and expertise of Ken Michalik and Ryan Lare are to be praised and we believe they will steer the Commission until new people can be brought on board. Ideally, our departure will open up space for new contributions to the community With the drain on resources during this pandemic time, there is not much to be done in terms of events or grant writing in this current moment. Thus, even

without finding replacements, we believe our departure will give the city council and the Commission time to find others to fill these positions.

We appreciate your continued support of this effort. That alone may be enough to lure some new blood into the excellent history that the Commission has enjoyed. We still believe that murals are coming to South Lyon. Perhaps not this year, as communities respond to the corona virus, but certainly in the coming years. We feel proud of the accomplishments we were able to broker in this community and believe that collaboration with other institutions, like the Salem-South Lyon District Library and the incredible last summer NASA outer space photographs, is the way of the future. Also, we have proved to the Michigan Humanities Council and the Michigan Council for the Arts and Cultural Affairs that we are a thriving cultural arts community. We have a great track record with both institutions and even led the way with our first funded survey. For example, the Michigan Humanities Council did their first ever state-wide survey after the results of ours. Ours was the first survey to be funded by that institution.

We have great hopes and expectations for what the future holds for the arts and culture in the City of South Lyon.

Sincerely, Josie Kearns, former Chair, Cultural Arts Commission of South Lyon Joe Matuzak, former Commission member and Chair Public Art

# AGENDA NOTE Consent Agenda 3

MEETING DATE: August 10, 2020

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Resignation of Joe Matuzak from the Cultural Arts Commission

**EXPLANATION OF TOPIC:** We have received correspondence from Joe Matuzak resigning his position from the Cultural Arts Commission.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Correspondence dated June 21, 2020 from Joe Matuzak resigning from the Cultural Arts Commission.

**POSSIBLE COURSES OF ACTION:** Accept the resignation of Joe Matuzak from the Cultural Arts Commission.

SUGGESTED MOTION	N: Motion by	, supported by
	to accept the resignation	of Joe Matuzak from the Cultural
Arts Commission		

### Lisa Deaton

From:

Dan Pelchat

Sent:

Wednesday, July 29, 2020 11:49 AM

To:

Lisa Deaton Paul Zelenak

Cc: Subject:

FW: Resignation from Cultural Arts Commission

Please add this to next consent agenda. I will be sure to thank them in meeting. Thank you. - Dan

Daniel L. Pelchat Mayor - City of South Lyon 355 South Warren South Lyon, MI 48178

Office - (248) 437-1735 Cell - (248) 916-5458 Fax - (248) 486-0049 dpelchat@southlyonmi.org

From: Josie Kearns [jakearns@umich.edu] Sent: Sunday, June 21, 2020 10:01 PM

To: Dan Pelchat; pzelenak@southlyonmi.com; margaret kurtzweil; Steve Kennedy; Rose Walton; ken michalik; Ryan L;

Linda Robinson

Subject: Resignation from Cultural Arts Commission

Dear Mayor, City Council, City Manager.

It is with deep regret that Joe Matuzak and I, Josie Kearns, have decided to resign from the Cultural Arts Commission. We have enjoyed the past five years immensely, working with council members, past and present, Paul Zelenakl, and Mayor Pelchat in the service of this community. We want you all to know what a privilege it has been to work with this community.

After numerous first ever initiatives, not the least of which has been the Quilt and Fiber Arts Show, the Sustainable and Sound Art Show, the Art and Cars Show, and the most recent Art and Commerce project downtown, three grants funded and final reports filed, we have come to the conclusion that our efforts should be spent on family, home repair and artistic projects we both want to pursue in writing.

You may not realize how much time the maintenance, set up, budget, and planning meetings the Commission eats up, but it is considerable. Joe's mother, my wonderful mother-in-law, recently passed away and Joe is executor of her estate. Right now, we need to focus on legal concerns and a grieving family, children, grandchildren and great grandchildren. Added to this is the reassessment the corona virus has forced upon us. This has been a time of hardship but new and compelling reshaping of our priorities.

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We have great hopes and expectations for what the future holds for the arts and culture in the City of South Lyon.

Sincerely,
Josie Kearns, former Chair, Cultural Arts Commission of South Lyon
Joe Matuzak, former Commission member and Chair Public Art

# AGENDA NOTE Consent Agenda 3

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Cultural Arts Commission Appointee

EXPLANATION OF TOPIC: We have received a candidate questionnaire from Dayna Johnston a resident of the City who wants to be more active in the community and requested to be placed on the Cultural Arts Commission.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: City Candidate Questionnaire

POSSIBLE COURSES OF ACTION: Appoint or not appoint Dayna Johnston to the Cultural Arts Commission.

SUGGESTED MOTION: Motion by \_\_\_\_\_\_\_, supported by \_\_\_\_\_\_\_ to approve Mayor Dan Pelchat's nomination of Dayna Johnston to the Cultural Arts Commission.



# CITY OF SOUTH LYON

# Application for Appointment

	Date: 07/26/2020		
Name: Dayna M. Johnston			
Address:			
City, State, Zip Code: South Lyon, Michigan, 48178			
	siness Phone:		
Occupation: Artist, Cake Ddesigner			
Employer: Bakers Nook			
Education & Related Experience: South Lyon Schools Graduate,			
Center of Creative Studies, Detroit MI, Oakland Community Collage.			
Are you a citizen of the United States? Yes No			
Are you in default to the City? Yes No			
Is any member of your family an elected official of the City?			
If so, who?			
Please select which position(s) you are interested in			
Board/Commission			
Planning Commission			
Parks and Recreations			
Board of Review			
Housing Commission			
Zoning Board of Appeals			
Building Authority			
Downtown Development Authority			
Historical Commission			
Cultural Arts Commission	$\overline{igstar}$		
Other			

Works well with pe	of art school, Strongly involved in ople.	
<u> </u>	•	
Describe why you are interested	in this position: I think I can help the a	rt commission
	ty. I would really like to help the younger generation of Sout	
How long have you lived in South	nLyon?32 years the city limits but 48 years in t	he South Lyon Community.
Previous place of Residence?		
References:		
<sub>1</sub> Rose Walton		
<sub>2.</sub> John Hester		
<sub>3.</sub> Sarah Schuldt		
Applicant's Signature:		Date: 07/26/2020
	Please print this application and submit to:	
	City of South Lyon	
	Attn: Clerk's Office 335 S. Warren Street	
	South Lyon, MI48178	
	Tel. (248) 437-1735	
	For Office UseOnly	
Comments:	1 of office oseomy	
Appointed to:	Date:	

# **AGENDA NOTE**

Old Business: Item # 1

**MEETING DATE:** August 10, 2020

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

**AGENDA TOPIC:** Request for approval to submit Resolution Approving Proposed Charter Amendment Ballot Proposition to the County Clerk.

**EXPLANATION OF TOPIC:** At the July 27, 2020 City Council Meeting, City Council adopted the Resolution Approving Proposed Charter Amendment Ballot Proposition. As you know, the process we were required to follow after adoption of the Resolution included sending a copy of the Resolution to the Governor and the Attorney General for review and formal approval, which were sent on July 28, 2020.

On August 6, 2020, we received formal approval from the Attorney General's Office. As of today's date we have not received formal approval from the Governor's Office. However, I spoke with the Governor's Deputy Legal Counsel. She advised that she is recommending approval to the Governor, but that formal notification of approval will not be signed by the Governor until Wednesday, August 12, 2020. She indicated that it is unlikely that the Governor will refuse to approve the Charter Amendment because it is straightforward, it was approved by the Attorney General's Office, and it is being recommended for approval by the Governor's Deputy Legal Counsel. Additionally, the same sentiments were echoed by George Elworth, the Assistant Attorney General whom I have been working with.

Nonetheless, as you may recall, the County Clerk requires all ballot language for the November 2020 Election be submitted to their office no later than August 11, 2020. City Council must decide whether to submit the ballot language without receipt of formal approval by the Governor.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Correspondence from the Attorney General's Office and the attachments thereto.

**POSSIBLE COURSES OF ACTION:** approve/deny request to submit the Resolution Approving Proposed Charter Amendment Ballot Proposition to the County Clerk on August 11, 2020.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_\_, supported by \_\_\_\_\_\_, to authorize submission of the Resolution Approving Proposed Charter Amendment Ballot Proposition to the County Clerk on August 11, 2020.

### STATE OF MICHIGAN DEPARTMENT OF ATTORNEY GENERAL



P.O. Box 30754 Lansing, Michigan 48909

August 6, 2020

# Via email only

Honorable Gretchen Whitmer Governor, State of Michigan The George Romney Building Lansing, MI 48909

Attention:

Mark Totten

Legal Counsel to the Governor

Re: City of South Lyon - Proposed Charter Amendment

Section 4.5 – changes the number of city council members required to constitute a quorum from three to a majority of the seven-member city council, making this section consistent with the existing Section 13.4 of the City Charter which provides that a majority of the number of members of the city council shall constitute a quorum

# Dear Governor Whitmer:

You have referred to this office the referenced charter amendment adopted by resolution of the South Lyon city council at its meeting held on July 27, 2020.

I have reviewed the proposed amendment in light of the Home Rule City Act (HRCA), 1909 PA 279, MCL 117.1, *et seq.*, and conclude that the proposed amendment is consistent with the HRCA.

The Attorney General has a separate responsibility to review proposed ballot language for compliance with the requirements of Section 21 of the HRCA. I have examined the ballot language for the proposed amendment as set forth in the City

Honorable Gretchen Whitmer Page 2 City of South Lyon August 6, 2020

council's resolution and conclude that the ballot language conforms to the requirements of Section 21 of the HRCA.

Sincerely,

/s/George M. Elworth

George M. Elworth Assistant Attorney General State Operations Division (517) 335-7573

GME:bb

Encs. Correspondence regarding the proposed amendment

cc: Lisa Deaton, City Clerk/Treasurer by email only: <a href="ldeaton@southlyonmi.org">ldeaton@southlyonmi.org</a>
Lisa J. Hamameh, City Attorney by email only: <a href="ldeaton@southlyonmi.org">lhamameh@rsjalaw.com</a>
Kristina Gierhart, Executive Assistant, Governor's Office, by email only

2020-0295316-A



GRETCHEN WHITMER GOVERNOR

# STATE OF MICHIGAN OFFICE OF THE GOVERNOR LANSING

GARLIN GILCHRIST II LT. GOVERNOR

July 28, 2020

George Elworth Attorney General's Office State Operations Division G. Mennen Williams Building Second Floor

RE: Proposed Charter Amendment - City of South Lyon

Dear Mr. Elworth,

Enclosed please find the proposed charter amendment from the City of South Lyon for your legal review.

I have included a copy of my cover letter to the South Lyon City Clerk, Lisa Deaton, for your files. Please let me know if our office may provide you with any further information.

Sincerely,
16 estine Curhort

Kristina Gierhart

Executive Assistant for Legal Services

Office of Governor Whitmer

(517) 241-5630



# GRETCHEN WHITMER GOVERNOR

# STATE OF MICHIGAN OFFICE OF THE GOVERNOR LANSING

GARLIN GILCHRIST II LT. GOVERNOR

July 28, 2020

City of South Lyon Attn: Lisa Deaton 335 S. Warren South Lyon, MI 48178

Re: Proposed Charter Amendment - City of South Lyon

Dear Ms. Deaton,

On behalf of Governor Whitmer I am responding to your letter dated July 28, 2020. I am forwarding your information to the Attorney General's Office for legal review of the proposed charter amendment for the City of South Lyon. Our office will respond upon completion of that review and recommendation.

Please contact me if you have any questions or concerns.

Sincerely, Kustma Curhort

Kristina Gierhart

Executive Assistant for Legal Services

Office of Governor Whitmer

(517) 241-5630

c: Attorney General's Office, State Operations Division

# CITY OF SOUTH LYON



**Mayor** 

Daniel L. Pelchat

Council Members

Glenn Kivell

Lisa Dilg

Stephen Kennedy

Margaret J. Kurtzweil

Carl W. Richards

Rose Walton

City Manager

Paul Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-0049

www.southlyonmi.org

July 28, 2020

Via Email only: (gierhartK1@michigan.gov)

Honorable Gretchen Whitmer Office of the Governor c/o Kristina Gierhart

RE: City of South Lyon - Proposed Charter Amendment

Dear Governor Whitmer,

On behalf of the City of South Lyon, please find enclosed Resolution 03-20, a Resolution Approving Proposed Charter Amendment Ballot Proposition. The City is requesting approval of the proposed charter amendment in accordance with Section 22 of the Home Rule City Act, Public Act 279 of 1909, as amended.

The Resolution contains the full text of the proposed amendment to the City Charter and ballot question (including a statement of purpose) which the City desires to submit to the electors at the November 3, 2020 election. Accordingly, it would be appreciated if this matter were to be considered no later than August 10, 2020, in order to meet the deadline for certification of ballot proposal to the Oakland County Clerk.

A copy of the proposed charter amendment is also being sent to the Attorney General's Office for review. There is only one proposed charter amendment and its purpose is to clarify the number of members required to constitute a quorum of City Council.

Thank you for your assistance in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Lisa Deaton

City Clerk/ Treasurer

City of South Lyon

335 S Warren

South Lyon, MI 48178

248-437-1735

Cc: George Elworth (elworthg@michigan.gov)

# RESOLUTION 03 20 CITY OF SOUTH LYON OAKLAND COUNTY, MI

# RESOLUTION APPROVING PROPOSED CHARTER AMENDMENT BALLOT PROPOSITION

At a regular City Council Meeting of the City of South Lyon held via Zoom, in accordance with Governor Whitmer's Executive Order No. 129, on Monday July 27, 2020 at 7:30 p.m.

	PRESENT:
	ABSENT:
The fo	llowing preamble and resolution were offered by <u>kennedy</u> , and supported by
	WHEREAS, pursuant to Public Act No. 279, of the Public Acts of Michigan, of 1000, an arranged to

WHEREAS, pursuant to Public Act No. 279, of the Public Acts of Michigan, of 1909, as amended, The Home Rule Cities Act, an amendment to the City Charter may be proposed by the legislative body of the City on three fifths (3/5) vote of the seated members; and

WHEREAS, the City Council of the City of South Lyon determines that it would be in the best interest of the city and would promote good and efficient government to amend one section of the City Charter; and

**NOW THEREFORE, IT IS HEREBY RESOLVED**, by the City of South Lyon City Council that the following amendment to the City Charter be placed on the ballot for the regular City election to be held on Tuesday, November 3, 2020:

- A. Purpose of the Amendment. This purpose of this amendment is to amend Section 4.5 of the South Lyon City Charter to change the number of city council members required to constitute a quorum from three to a majority of the seven-member city council, making this section consistent with the existing Section 13.4 of the City Charter which provides that a majority of the number of members of the city council shall constitute a quorum. This conflict between Section 4.5 and Section 13.4 resulted when the City Charter was amended in 2004 to change the number of members of the city council from five members to seven members and Section 4.5 was not amended to coincide with that change.
- B. Wording of Proposed Amendment. Section 4.5 of the City Charter to be amended to read as follows: A majority of the number of members of the Council as established by this Charter shall constitute a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date.
- C. Statement of Current Wording of Section to be Amended. Existing Section 4.5 of the City Charter currently reads as follows: Three members of the Council shall be a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date.

- D. Redline of Current Wording. Existing Section 4.5 of the City Charter showing the proposed amendment in redline, as follows: Three members A majority of the number of members of the Council as established by this Charter shall be constitute a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date.
- E. Form in Which the Amendment Shall Appear on the Ballot. The proposed amendment shall be submitted to the electors in the following form:

# **CHARTER AMENDMENT PROPOSAL**

Shall Section 4.5 of the South Lyon City Charter be amended to change the number of city council members required to constitute a quorum from three to a majority of the seven-member city council, making this section consistent with the existing Section 13.4 of the City Charter which provides that a majority of the number of members of the city council shall constitute a quorum?

Yes [ ] No [ ]

BE IT FUTHER RESOLVED, that the proposed City Charter amendment shall be submitted to the qualified electors of this City at the regular City election to be held in the City of South Lyon on Tuesday, November 3, 2020, and the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit such Charter amendment to the vote of the electors as required by law.

BE IT FUTHER RESOLVED, that the proposed amendment shall be published in full together with the existing Section 4.5 of the City Charter altered or abrogated thereby as required by law.

**AYES:** 

. 1

NAYS: 🕖

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the South Lyon City Council, of the City of South Lyon, County of Oakland, Michigan at a regular meeting held on July 27, 2020.

# **AGENDA NOTE**

New Business: Item #

**MEETING DATE:** August 10, 2020

PERSON PLACING ITEM ON AGENDA: Nathan Mack, Director, DDA/Econ. Dev.

**AGENDA TOPIC:** Agreement for 390 South Lafayette St. preliminary geotechnical investigation (soil borings) with G2 Consulting Group of Troy, Michigan.

EXPLANATION OF TOPIC: The City of South Lyon has identified the parcel located at 390 S. Lafayette St. as a site for potential development in the master plan. Part of the development process is determining if peat or other unsuitable fill soils are present at the location. G2 Consulting Group will conduct soil borings at the approximate locations identified in the attached Proposed Soil Boring Layout sketch, extending to a depth of 60 feet each. They will also be collecting soil samples at regular intervals, which are two and one half (2 ½) feet intervals within the upper 10 feet and every five (5)-foot interval below 10 feet. G2 consulting will then perform laboratory testing to determine the physical characteristics of the subsurface soils.

# MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- **1.1** Two quotes obtained to perform a preliminary geotechnical investigation (soil borings) at 390 S. Lafayette Street.
- **1.2** Image of where the work will be taking place.

**POSSIBLE COURSES OF ACTION:** Approve/deny the agreement with G2 Consulting Group for the preliminary geotechnical investigation. They are the lowest bidder for this project.

SUGGESTED MOTION	<b>[:</b>	
(1) Motion by	, supported by	to approve the
agreement with G2 Co	onsulting Group for the preliminary geotec	chnical investigation at 390 S
Lafayette Street for a t	otal amount of \$4,325.00 under line item	101-440-801.



March 13, 2020

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

RE: Proposal for Preliminary Geotechnical Investigation Proposed Commercial Development 390 S. Lafayette Street South Lyon, Oakland County, Michigan G2 Proposal No. 200233

### Dear Mr. Zelenak:

G2 Consulting Group, LLC (G2) is pleased to respond to your request for a proposal to perform a Preliminary Geotechnical Investigation. The investigation is for the subject property located at 390 S. Lafayette Street within the City of South Lyon, Oakland County, Michigan. The proposed site is a 100 feet by 60 feet parcel located at the northwest corner of S. Lafayette Street and W McHattie Street. The site is currently covered with grass and bituminous concrete pavements and relatively flat. It is our understanding the city's desire to develop the property into a two-story, slab-on-grade structure with associated parking and utilities. However, the potential presence of peat and unsuitable fill soils need to be determined and the feasibility to construct the proposed development be evaluated based on the existing soil conditions. No grading plan or loading conditions were available upon completion of this proposal. However, we assuming final grades will be near or at existing grade with column loads range from 50 to 100 kips and wall loads range from 2 to 4 kips per foot.

# SCOPE OF SERVICES

A Preliminary Geotechnical Investigation is advisable at this time to determine and evaluate the general subsurface conditions at the site and develop related preliminary geotechnical recommendations and feasibility concepts for site development and the design and construction of the proposed structure. A licensed professional engineer acting as a Project Manager will direct the preliminary soil exploration. Our proposed scope of services will consist of the following items:

- 1. G2 Consulting Group, LLC (G2) will mark the approximate soil exploration locations identified on the attached Proposed Soil Boring Layout sketch. G2 will field identify the exploration locations using GPS technology. G2 assumes the project civil engineers will survey the locations and surface elevations of the explored locations and will provide the data to G2.
- 2. G2 will contact the MISS DIG network for utility clearance after the soil borings have been staked and prior to performing any soil borings. It should be noted that MISS DIG requires a minimum of 72 hours to locate utilities. In addition, we will review any available utility drawings provided by the owner for comparison to the marked locations. Borings that are not cleared by MISS DIG or that could potentially be in conflict with utility locations identified on the available utility drawings will be offset as necessary. G2 will not be responsible for any utilities that are incorrectly marked or are not designated on any plans provided to G2. Any special access issues or requirements regarding the site should be provided to G2 prior to commencement of our on-site work.

March 13, 2020 G2 Proposal No. 200233 Page 2



- 3. Based on the proposed soil boring layout provided, G2 will drill a total of two (2) soil borings at the approximate locations identified on the attached Proposed Soil Boring Layout sketch and extending to a depth of 60 feet each. Our proposal is based on a total drill rig drilling depth of 120 vertical feet. Soil borings will entail soil sampling at regular intervals (every 2-1/2-foot interval within the upper 10 feet, and every 5-foot interval below 10 feet) using the Standard Penetration Test Method. The boreholes will be backfilled with on-site soils after completion of drilling or chemical grout. It should be understood that some settlement of the borehole fill may occur and no future maintenance of the holes is included.
- 4. G2 will perform laboratory testing to determine the physical characteristics of the subsurface soils. The testing program may include, as appropriate, determination of unconfined compressive strength, dry density, natural moisture content, Atterberg limits, organic content, particle-size distribution and soil classification in accordance with the Unified Soil Classification System. Unused portions of soil samples will be retained for a period of 60 days after submittal of the geotechnical report unless the owner wishes to take possession of the samples.
- 5. G2 will prepare a preliminary engineering report summarizing our findings, evaluations, conclusions, and recommendations about the following items for the proposed development:
  - Existing site features, including those that could impact the proposed construction
  - Subsurface soil conditions and groundwater level data obtained during and upon completion of drilling operations
  - Earthwork operations to prepare the site for development, including requirements for building and pavement subgrade preparation, fill and backfill materials, and placement and compaction of engineered fill
  - Appropriate foundation type(s) with preliminary allowable foundation bearing capacities of shallow foundations for different soil strata
  - Estimates of settlement associated with foundations
  - · Support of slab-on-grade concrete floors, including preliminary soil subgrade modulus
  - Other subsurface conditions which may impact design and construction of the proposed development

It should be noted that a final geotechnical investigation will be required when all or individual structure types, configurations and loads, grades, and construction details are being finalized.

# **PROJECT FEES**

We propose to perform the services outlined in this proposal for a lump sum fee of \$4,325. The lump sum fees assume a conventional truck rig can access the boring location. If an all-terrain vehicle (ATV) drill rig is required to access the borings due to soft subgrade conditions, uneven terrain, sensitive surfaces, or weather related issues, we will invoice an additional \$400 per day of ATV use. If additional drilling is required due to soil conditions, we will charge an additional \$30 per foot of drilling depth. The lump-sum fee does not include additional meetings or consultation services. Such additional services would be charged on a time and materials basis as outlined in our attached fee schedule.

Should you or field conditions require additional work beyond the scope outlined in this proposal, we would contact your office with an estimate and obtain your permission prior to performing such services.

### PROJECT SCHEDULE

Drilling operations can be scheduled within approximately five to seven working days following notice to proceed from the client and utility clearance through the MISS DIG network. Fieldwork is expected to take one to two days provided weather and/or site conditions permit. We anticipate our preliminary

March 13, 2020 G2 Proposal No. 200233 Page 2



engineering report will be available within twelve working days following completion of fieldwork; however, preliminary verbal recommendations should be available within a few days after completion of the laboratory testing. We will provide an electronic (read-only pdf) copy of our engineering report.

# **TERMS AND CONDITIONS**

General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of this proposal executed by an authorized representative of the party responsible for payment of services and return it to G2 Consulting Group, LLC.

A signed copy of this proposal must be received before work is initiated. The prices discussed in this proposal remain valid for a period of 60 days from the date of this proposal. After 60 days, we reserve the right to revise our prices. If there are any questions regarding the proposal, please contact us.

anu retu	in it to G2 Consulting Group, LLC.
proposa	l copy of this proposal must be receive I remain valid for a period of 60 days f to revise our prices. If there are any o
Sincerely	<b>/</b> 1
) ffr	ulting Group, LLC y M, Haybell M. Hayball, P.E. Engineer
JMH/NJ	HT/mlt
Encl:	Proposed Soil Boring Layout Fee Schedule General Conditions
ACCEPTI	ED FOR CITY OF SOUTH LYON:
BY:	
DATE:	



# FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

### **PERSONNEL**

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR		
Principal	*****	\$175.00
Project Consultant	*********************************	\$160.00
Project Manager	************	\$150.00
Senior Project Engineer	,	\$125.00
Project Engineer	,,,	\$120.00
Senior Environmental Scientist	***************	\$120.00
Senior Staff Engineer		\$115.00
Staff Engineer		\$92.00
Field Engineer		\$90.00
Field Coordinator		\$85.00
Senior Technician	*****************	\$85.00
Technician II*	**************	\$78.00
Technician I*		\$66.00
Word Processor*		\$63.00

<sup>\*</sup>For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert testimony and depositions.

G2 Consulting Group technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

# **EXPENSES**

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel	Cost + 15%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases	Cost + 15%

## SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15 % service charge will be added to our invoices.

### **INVOICES**

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

g2consultinggroup.com	Headquarters	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248,680,9745
	Ann Arbor	1350 Eisenhower PI	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
	Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847,353,8742



### GENERAL CONDITIONS

### PUBLIC LIABILITY INSURANCE

We represent and warrant that we and our agents, staff and consultants employed by us are protected by worker's compensation insurance and that we have coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance can be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and save clients harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff or consultants employed by us. We shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by our client, its agents, staff and other consultants employed by client.

# LIMITATION OF PROFESSIONAL LIABILITY

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified engineer is essential to verify that designs are appropriate for actual site conditions.

Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to \$25,000.00 or the amount of the fee paid us for professional services on this project, whichever amount is greater.

# WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the client is unwilling or unable to limit liability in accordance with the provisions set forth in the paragraph hereinbefore, we agree to waive this limitation upon written notice from the client received within ten (10) days after date of contract, and client agrees to pay us a sum equivalent to ten (10) percent additional of the total fee to be charged for the professional services, said sum to be called "Waiver of Limitation of Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work in which there is no limitation of liability.

## RIGHT OF ENTRY

The client will provide for right of our entry and all necessary equipment, in order for us to complete the work. While we will take reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which in not part of this agreement.

# **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

Client represents that client has made a reasonable effort to evaluate if hazardous materials including gases are on or near the project site, and that client has informed us of client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. We and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We and client also agree that the discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect health and safety. Client agrees to compensate us for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

We agree to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold us harmless for any and all consequences of disclosures made by us which are required by governing law. In the event the project site is not owned by client, client recognizes that it is client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

g2consultinggroup.com	Headquarters 1866 Woodslee St		Troy, MI 48083	
	Ann Arbor	1350 Elsenhower PI	Ann Arbor, ML48108	



Notwithstanding any other provisions of the agreement, client waives any claim against us and, to the maximum extent permitted by law, agrees to defend, Indemnify, and save us harmless from any claim, liability, and/or defense costs for injury or loss arising from our discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delays of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by us which are found to be contaminated.

### UTILITIES

In the prosecution of the work, we will take reasonable precaution to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures which are not called to our attention and correctly shown or described on the documents furnished.

### **OWNERSHIP OF DOCUMENTS**

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at reasonable times for a reasonable fee.

### **RESOLUTION OF DISPUTES**

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternate Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in the agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

### **TERMINATION**

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

## **ASSIGNS**

Neither the client nor our firm may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the party.

**SUBJECT:** 

# **ATTACHMENT 1.2 - BID SHEET FOR COUNCIL REVIEW**

ITEM BEING PLACED ON AGENDA: PRELIMINARY GEOTECHNICAL INVESTIGATION FOR 390 S. LAFAYETTE ST.

COMPANY: <u>G2 CONSULTING GROUP</u> / 1866 WOODSLEE STREET, TROY, MICHIGAN 48083

BID CONTACT : JEFFREY HAYBALL/ (248) 680-0400

BID AMMOUNT: \$4,325 LUMP SUM

DETAILS : TWO SOIL BORINGS IDENTIFIED ON THE ATTACHED PROPOSED SOIL BORING LAYOUT SKETCH

AND EXTENDING TO A DEPTH OF 60 FEET EACH. SOIL BORINGS WILL ENTAIL SOIL SAMPLING AT REGULAR INTERVALS (EVERY 2.5 FEET INTERVAL WITHIN THE UPPER 10 FEET, AND EVERY 5-FOOT

INTERVAL BELOW 10 FEET) USING THE STANDARD PENETRATION TEST METHOD.

COMPANY: SME /43980 PLYMOUTH OAKS BLVD., PLYMOUTH, MI 48170-2584

BID CONTACT: PETER FOURTOUNIS / (734) 454-9900

BID AMMOUNT: \$4,900 LUMP SUM

DETAILS: MOBILIZE A TRUCK-MOUNTED DRILL RIG TO THE SITE AND DRILL A TOTAL OF FOUR (4) BORINGS

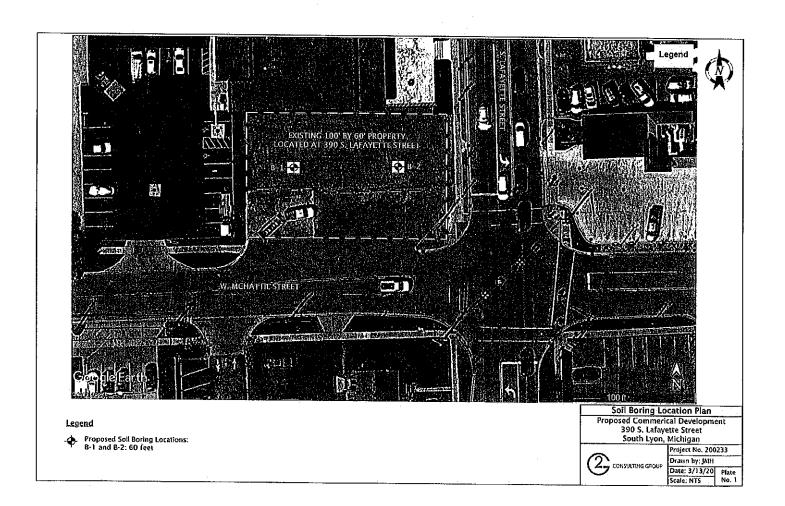
TO A DEPTH OF 25 FEET BELOW GROUND SURFACE (BGS) WITHIN THE PROPOSED BUILDING

FOOTPRINT. IN TOTAL, APPROXIMATELY 100 LINEAL FEET OF DRILLING IS PLANNED. SPLIT-SPOON SOIL SAMPLES WILL BE OBTAINED AT APPROXIMATELY 2.5-FOOT INTERVALS IN THE UPPER 10 FEET AND AT

5-FOOT INTERVALS THEREAFTER.

I WAS NOT ABLE TO FIND A THIRD COMPANY TO PROVIDE THESE SERVICES.

Nathan Mack, Director, DDA/Economic Development





The Kramer Building 43980 Plymouth Oaks Blvd. Plymouth, MI 48170-2584

T (734) 454-9900

www.sme-usa.com

July 17, 2020

Mr. Nate Mack Director DDA/Economic Development City of South Lyon, Michigan

Via Email:

nmack@southlyonmi.org (pdf file)

RE:

Proposal for Geotechnical Evaluation Services Proposed Development

Proposed Development 390 South Lafayette Street

South Lyon, Oakland County, Michigan

SME Proposal No. P02200.20

Dear Mr. Mack:

Per your request, SME is pleased to provide this proposal for geotechnical evaluation services for the subject project. We submit this proposal in response to recent communications with you via email, received by SME on July 9, 2020. This proposal is based upon our review of the aerial imagery, familiarity with the area and experience on similar projects.

Furthermore, we reviewed information in our files about previous geotechnical evaluations performed near the site by SME.

# **EXISTING SITE CONDITIONS AND PROJECT DESCRIPTION**

The proposed project site is a 100 feet by 60 feet parcel located at the northwest corner of S. Lafayette Street and W. McHattie Street within the City of South Lyon, Oakland County, Michigan. The site is currently covered with grass and bituminous concrete pavement. The site area is generally flat with the existing ground surface elevations ranging from 916 to 918 feet.

We understand the City plans to develop the property into a two-story, slab-on-grade structure with associated parking lot and utilities Column and exterior wall loads for the building are anticipated to be up to about 200 kips and 2 kips per lineal foot respectively.

A building was located at the site and was demolished sometime between 2015 and 2016 based on historical imagery available from Google Earth.

# **SCOPE OF SERVICES**

Based on our understanding of the project, our geotechnical evaluation services include the following:

- 1. Prepare a site-specific safety plan for the fieldwork using SME's Health and Safety Checklist. This includes a Job Hazard Analysis for the drilling operation at the site.
- Visit the site to stake/mark the boring locations prior to the field exploration based on the
  proposed improvements. We anticipate ground surface elevations of the borings will be obtained
  by the project surveyor after we have completed the drilling. Otherwise, SME can estimate the
  existing ground surface elevations of the borings based on site topographical information (if
  provided to SME).
- 3. Clear the locations of public utilities through the Miss Dig system.
- 4. Mobilize a truck-mounted drill rig to the site and drill a total of four (4) borings to a depth of 25 feet below ground surface (bgs) within the proposed building footprint. In total, approximately 100 lineal feet of drilling is planned.
  - Split-spoon soil samples will be obtained at approximately 2.5-foot intervals in the upper 10 feet and at 5-foot intervals thereafter.
- 5. Perform laboratory tests including:
  - a. Visual soil classification on recovered samples.
  - Moisture content and hand penetrometer or Torvane shear strength tests on portions of recovered cohesive samples obtained.
- Review the soil and groundwater conditions, perform as-needed engineering calculations, and develop engineering recommendations that will be internally peer-reviewed by senior SME engineering staff.
- 7. Summarize our findings in a geotechnical report that will include recommendations based on our borings, to include:
  - a. A boring location plan.
  - b. A log prepared for each boring that will include a description of the soils/materials encountered and the results of the field and laboratory tests.
  - c. A description of the site conditions and evaluation procedures.
  - d. A description of soil and groundwater conditions encountered in the borings.
  - A description of the field and laboratory testing programs and an interpretive analysis of the results.
  - f. A recommendation for the Seismic Site Class in accordance with the Michigan Building Code (MBC) 2015 Edition and Table 20.3-1 of ASCE 7-16.
  - g. General comments regarding design/development plans that could be affected by subsurface conditions (e.g., high groundwater table, organic soil deposits, significant fill placement, abandoned structures, etc.) encountered in the borings.
  - h. Recommendations for subgrade preparation of the foundations and slabs, compaction and materials requirements for engineered fill, and the evaluation of the suitability of on-site soils for use as engineered fill.
  - i. Recommendations regarding groundwater conditions and management, temporary excavations, and soil improvement options (if applicable), and required frost depth.

- j. Pavement design recommendations for standard-duty asphalt pavement for the parking lot and drive aisles and concrete pavements for the areas of heavy traffic (i.e., trash enclosure, etc.).
- k. Recommendations regarding shallow foundation construction including a maximum net allowable soil bearing pressure, estimated settlement, and depth to suitable bearing soil.
- Comments about potential construction problems related to the geotechnical conditions disclosed by the borings.

# ASSUMPTIONS AND LIMITATIONS

We made the following assumptions in preparing our scope of services and professional services fee:

- 1. Client will provide or obtain right-of-entry for SME to conduct the evaluation.
- 2. Ground surface elevations at the boring locations will be interpolated by SME to the nearest one-foot using the site topographic drawings, if provided to us. Otherwise, the borings will reference the depth from the existing ground surface.
- 3. Based on aerial imagery available through Google Earth we observed the site is accessible with a conventional truck-mounted drill rig to perform the borings. If for some reason site conditions change (e.g. due to construction activity, weather, or other factors), and a drill rig mounted on an all-terrain-vehicle (ATV) is required to access the borings, then an additional fee of \$400 per day of ATV drill rig use will apply.
- 4. This proposal does not include tree clearing or excessive vegetation clearing to sample boring locations. In the event boring locations are inaccessible, borings will be offset or can be sampled at a later date when desired area is cleared per your request. Additional fees will be required for return visits if additional sampling is needed.
- Client will locate any known private underground utilities at the site prior to performing the field exploration. SME is not responsible for damage to utilities not located and marked at the site or cleared through the MISS DIG system.
- 6. We will perform the field exploration Monday through Friday during normal business hours. Additional fees will be required for field services required by Client or others during off-hours or weekends.
- 7. Care will be exercised to reduce potential damage to existing ground surface areas during the field exploration. However, our fee does not include time or expenses associated with the repair of ruts or damage to lawns, landscaping, pavements, and other areas that may be disturbed during the field exploration. We will attempt to limit damage to these areas. However, due to the weight of the drilling equipment, rutting of exposed subgrade, or cracking of existing pavements (i.e., roads, sidewalks, etc.) could occur in areas traversed by the drilling equipment, especially during and shortly after periods of wet weather.
- 8. Due to soil transport regulations and environmental implications, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Excess soil cuttings will be left on site and placed in greenbelt areas, unless directed otherwise.
- 9. No permits are required to perform the borings.
- 10. Client will inform us of any known environmental site conditions which could affect the health and safety of our drill crew. We will report unusual odors and colorations of the soil or groundwater observed in the borings. Environmental sampling and analytical testing would be required to evaluate the presence of contamination, but is beyond the proposed scope of services.

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Although SME offers other services for the project, our proposed scope of services for the geotechnical evaluation does not include the following:

- · Coring or probing of bedrock
- Significant site clearing
- Environmental assessments
- Design services
- Surveying or GPR related services
- Infiltration testing
- Preparation or review of plans and specifications
- Construction material services
- Time for meetings or significant consulting time after transmittal of our report

# POSSIBLE ADDITIONAL SERVICES

As part of our geotechnical evaluation, SME can also provide an evaluation of soil corrosivity pertaining to underground metallic and/or concrete structures and piping. Soil corrosivity evaluation requires information regarding their locations on the site including depth and the types of metals (such as steel, copper, zinc, etc.). We can perform field and/or laboratory testing of the soil (and possibly groundwater) as part of our geotechnical evaluation. Based on the results of soil corrosivity evaluation, we can provide our expert opinion regarding the potential severity of corrosivity, and options to consider to mitigate future corrosion. Please contact us to discuss scope and fees if a soil corrosivity evaluation is desired.

# **PROFESSIONAL SERVICES FEES**

required for this project that extend beyond the scope of services outlined in this proposal, additional fees will be required. The fee assumes the attached SME General Conditions govern our services.

Amendments to the SME General Conditions require review and the fee may be subject to change. Additional fees will be invoiced according to the applicable unit rates on our current fee schedules. However, we do not intend to perform additional services without first obtaining your authorization to proceed.

# SCHEDULE

Based on our current schedule, we anticipate we can mobilize to the site to begin the field exploration (drilling) within approximately two to three weeks after receiving written authorization to proceed. Please be aware that drilling schedules are highly variable due to project cancelations, postponements or rapid project initiation combined with projects that have been scheduled months in advance. Based on this information we do our best to communicate, coordinate and adjust schedules to accommodate projects as needed. The field exploration should take one day to complete. Once the field exploration is finished, we will complete the laboratory testing and the written report within approximately 10 business days. We can provide preliminary recommendations regarding findings from the borings and engineering analyses as information becomes available.

# **AUTHORIZATION**

The SME General Conditions attached to this proposal will govern our services. Please sign and provide the appropriate information on the attached General Conditions sheet and return this proposal to SME.

The attached SME Special Conditions for Drilling and Excavation (03/15) is an integral part of this proposal, and contains additional information about the terms of our services.

As part of our improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project.

We look forward to teaming with you on this project. If you have questions concerning this proposal, please contact us.

Sincerely,

SME

Peter Fourtounis
Jul 17 2020 1:54 PM

Peter D. Fourtounis, PE Project Engineer Date & Time: Jul 17 2020 1:56 PM

Kevin L. Wilk, PE Senior Consultant

Attachments:

Important Information about this Geotechnical Engineering Proposal

SME Special Conditions for Drilling and Excavation (03/15)

SME General Conditions - Commercial (03/15)

# **Important Information about This**

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

# Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. Avoid the problems that can stem from such assumptions by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. Manage your risk. Get involved.

# **Expect the Unexpected**

The nature of geotechnical engineering is such that planning needs to anticipate the unexpected. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How? By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

# Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation* 

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

# Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

# Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.

# Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

# Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. Read this proposal's provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

# Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910 Telephone: 301/565-2733 Facsimile: 301/589-2017 e-mail: info@geoprofessional.org www.geoprofessional.org

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# SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

- 1. RIGHT TO SUBCONTRACT: SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
- 2. RIGHTS OF ENTRY: CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
- 3. PERMITS AND LICENSES: CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
- 4. UNDERGROUND UTILITIES AND STRUCTURES: SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
- 5. SITE PLANS AND SURVEYS: CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
- 6. TEST LOCATIONS: If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
- 7. FIELD SERVICES SCHEDULE: Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
- 8. RESTORATION: CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
- 9. VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA: CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
- 10. SURFACE MATERIALS: Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
- 11. TRAFFIC CONTROL: Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

# 12. SAMPLE DISPOSAL:

- a) Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b) In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see Disposal of Hazardous and Other Regulated Wastes). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

# 13. ENVIRONMENTAL RISKS:

- a) CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b) Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d) CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e) It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f) CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.
- 14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES: CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

# **SME GENERAL CONDITIONS**

- 1. DEFINITIONS: In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT: SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE: All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION: SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.
- 6. **TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES: If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION: By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY: SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE: SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION: To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

- 12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.
- 13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.
  - a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
  - b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.
- 14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.
- 15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.
- 16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSA	SAL	
Proposal No.:	P02200.20	
Project Name:	390 South Lafayette Street	
Project Location:	n: 390 South Lafayette Street South Lyon, MI 48178	
CLIENT PROP	POSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)	
CLIENT Signature	ure: Date:	
Printed Name:		
Title:		
CLIENT (Compar	any) Name:	
Address:		
Telephone No.:	:Email:	

# **AGENDA NOTE**

New Business: Item # 2

**MEETING DATE:** August 10, 2020

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

AGENDA TOPIC: Purchase of a well house structure for the offset pump at well site #6 as outlined in a previous agenda to match the already placed well house at pump station #4.

**EXPLANATION OF TOPIC:** The pump for well #6 is currently fenced in and has no structure to protect the pump. The previous quote from Jim's Amish Structures included two structures in order to have #6 well matched to the #4 well site. This item can be purchased utilizing account 592-556-931 (Building & Equipment Maintenance). Attached are current prices from Jim's Amish Structures for a matched building to be delivered to Mchattie Park and craned into place.

# MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Quote by Jim's Amish Structures
- 1.2 Image of customized shed

POSSIBLE COURSES OF ACTION: Approve/deny the purchase and installation of the matching structure that provides protection, dampens the noise of the motor and offers freeze protection for the pump at well site #6 for the amount of \$6,152.60 plus the crane charge which has been quoted at \$222.00 per hour with anticipation to set the structure taking 2-3 hours.

SUGGESTED MOTION	:	
(1) Motion by	, supported by	to approve the
purchase of a new stru	cture for the pump at well #6 for the an	
	fees under line item <b>592-556-931</b> .	, 1



989.224.05	15
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Deposit needed to order (will mail check)			2,000.00
Grand Total for 1 buildings not including crane:			6,152.60
Delivery for one unit:	With Extra Time	\$ <b>\$</b>	550.00
Total per building: Tax Exempt:	Need Form	\$	5,602.60
	removing some removable 2x4s on the trus	sses	
	Will require removing 2 metal sheets and		
	Roof made so 4'x4' opening can be accesse	d \$	200.00
	Opening for 32" high line, no trim	\$ \$ \$ \$ \$	78.00
	No Windows	\$	(55.00)
	Upgrade to Metal Roof	Š	561.60
	Downgrade to single door	š	(40.00)
	9' Side Walls from 6' 6" standard		864.00
	No Floor-Treated 4x4 bottom plate	tácl.	124.00
	Extra Single door	\$	124.00
	2-24x27" windows	incl.	
	5' Dbl. German door	Incl.	
	Locking T-Handle	incl.	
	2 Gable Vents	Incl.	
	Pressure Treated Flooring	Incl.	
	Lifetime Arch. Shingles	Incl.	
Duratemp Siding:	Techshield in roof	incl.	
Includes:	12x12 A-frame	\$	3,870.00
Customer email:	dvarney@southlyonmi.org	4	2
Customer Delivery Location:	Dorothy water plant-City of South Lyon		
Customer Phone Number:	248.472.7204		
Customer Name:	Doug Varney		
		Price	
www.jimsamish.com	7/:	L6/2020	
989.224.0515			

Siding Color:

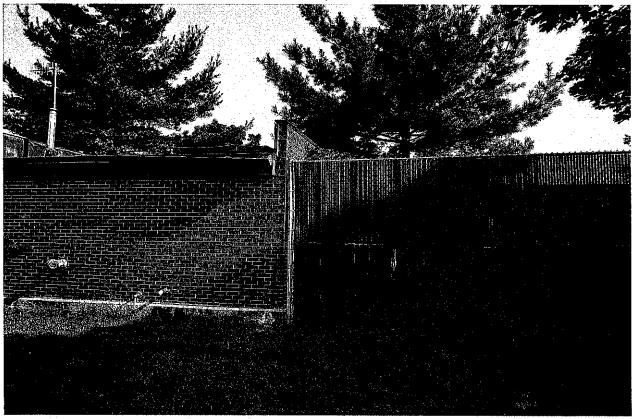
Red

# 1.2- CUSTOMIZED STRUCTURE

WELL HOUSE STRUCTURE FOR THE NEW WELL (#7). STRUCTURE FOR #6 WELL WILL BE IDENTICAL TO MATCH THE OTHER OFFSET WELL LOCATED IN MCHATTIE PARK.



# SITE FOR NEW STRUCTURE (WELL #6)



# **AGENDA NOTE**

New Business: Item # 3

**MEETING DATE:** August 10, 2020

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

**AGENDA TOPIC:** Purchase and installation of a new 12" air cushioned swing check valve for a recently discovered failed valve at the Water Treatment Plant.

**EXPLANATION OF TOPIC:** The water treatment plant needs to replace a check valve that was found to be failed. The valve will allow the plants pumps to cycle in an automated mode and the water cannot be pumped properly without this valve working. This expenditure can be purchased out of the Building Maintenance account **592.556.801** and the quotes for replacement are attached for review.

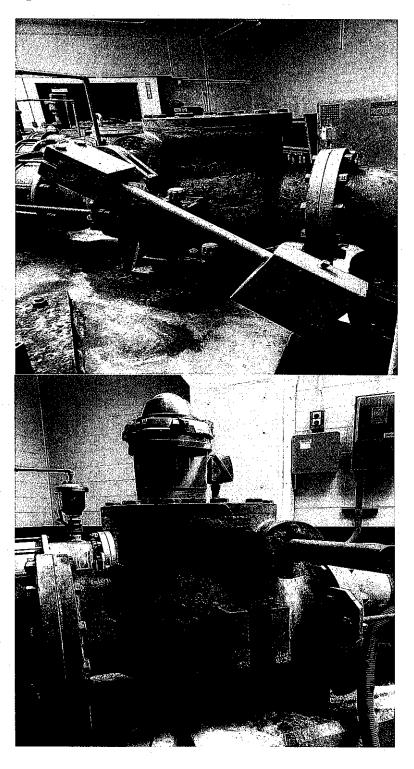
# MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Quotes for 3 installation of check valves
- 1.2 Image of Valve to be replaced

**POSSIBLE COURSES OF ACTION:** Approve/deny the purchase of new Air Cushioned Swing Check Valve for the water treatment plant for \$11,800.00 by Northern Pump & Well.

SUGGESTED MOTION:	Motion by _	, supported by
to app	prove the purc	chase and installation of a new check valve for the
water treatment plant for \$11	1,800.00 by N	forthern Pump & Well under line item 592.556.801.

# FAILED AIR CUSHIONED AIR SWING CHECK VALVE @ WATER TREATMENT PLANT



# Figures 250-DS, 250-US Air Cushioned Swing Check Valve



Data Sheet 250.01

# Description

VAG/GA Industries Figures 250-DS and 250-US heavy duty, customizable swing check valves utilize an adjustable counterweight for rapid closure combined with a highly engineered air cushion chamber to provide non-slam operation.

Typically installed on the discharge of a pump to prevent backflow when the pump is off line, it opens smoothly at pump start and closes quickly and quietly upon pump shutdown.

Especially designed to withstand the rigors of pump station operation, the Figures 250-DS and 220-US meet the design, materials of construction and testing required by AWWA C508 and are suitable for use with water or sewage.

### **Product Features**

- Unique disc design affords 360 degree articulation for tight sealing under all pressure conditions
- Opens to full flow area when swung only 25° away from seat for low head loss and reduced pumping cost
- · Bolted cover allows access to all internal components
- Lever & weight and air cushion field convertible right hand to left hand side and from horizontal to vertical installation

### Standard Materials

· Body & Disc

Cast Iron, ASTM A126 Class B

Cover

Steel, ASTM A36

· Body Seat

Stainless Steel, Type 316

· Disc Seat

Buna-N

Hinge Shaft

Stainless Steel, Type 303

- · Cushion Chamber Bronze
- · External Fasteners Steel, A307, Zinc Plated

# Corrosion Protection

· Standard:

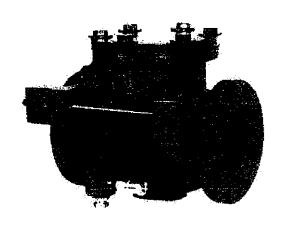
Uncoated Internal, Enamel Primer

External

See Option P2 and P3 for upgraded corrosion protection packages

e de ser en la maria de la comunicación de la comun	at up	to 150F (66	C)
Figure No.	250	D-DS	250-US
Flange	ANSI B16.	1 Class 125	ANSI B16.1 Class 250
Size	3" to 12"	14" to 24"	3" to 24"
Max Working Pressure	200 PSI	150 PSI	300 PSI
Hydro Test	300 PSt	225 PSi	450 PSI

See Dala Sheet 250.02 for larger sizes



# Approvals & Certifications

- NSF-61 Certified for Contact with Drinking Water
- NSF-372 Certified Lead Free (Max 0.25% Lead Content by Weighted Average)

# Options

<ul> <li>Option 1D</li> </ul>	With Honeywell HDLS NEMA 1, 3, 4,	
• .		

4X, 6, 6P, 12 & 13 DPDT Limit Switch

Option LH With Lever & Weight Factory Installed

on Left Side Facing Inlet

Option VI Configured for Vertical Installation (Flow

Up)

Option P2: Minimum 6 mil Internal and External

2-Part NSF-61 Carboline 891 Epoxy and

316 SS External Fasteners

Option P3 Minimum 6 mil Internal and External

2-Part NSF-61 Carboline 891 Epoxy, 316 SS External Fasteners, 316 SS Hinge Shaft, Disc Center Pin, Lock Nut and Washer, Shaft End Plate, Cushion

Chamber Linkage and Pins

# **Ordering Data**

- · Figure Number (250-DS or 250-US)
- Size
- Options and/or Accessories





6837 West Grand River Ave Lansing, Michigan 48906

City of South Lyon Attn: Ron Beason 23500 Dixboro Rd South Lyon, MI 48178

# **Proposal**

Date	Proposal #
8/5/2020	20-Q2134

\$11,800.00

Description	Qty	Rate	Total
Thank you for the opportunity to present you with this proposal for furnish and installation of an American made 12" check valve.	. "		
Furnish/Install new 12" check valve: - GA 250-DS flanged, heavy duty cushioned OL&W check valve - Labor to remove existing valve and install new valve - 12" flange bolt/gasket pack (2) - Any piping modifications included	1	11,800.00	11,800.00
** Current lead time is 4-6 wks. ARO **			
NOTE: Should conditions change and/or any additional work be required, beyon the original scope of this project, our standard hourly rates will apply. Northern I & Well will consult with you prior to the additional work being performed.	nd Pump		
Signature:			
If you have any questions please feel free to call:877-477-1757 or 517-242-8949	Total		\$11 800 00

# Platinum Mechanical, Inc.

August 3, 2020

City of South Lyon

Attention:

Mr. Doug Varney

Reference:

Mechanical Bid

Replace 12" OLW check valve South Lyon Water Treatment Plant

Platinum Mechanical, Inc. Quote # 20-2010 x 1 REV. 1 Rev 2

We are pleased to submit our pricing and scope of work for the above-mentioned project. Our proposal is as follows:

### Work Included:

Union Labor

# Division 15 Mechanical

- Furnish and Install (1) 12" O.L. check valve (Add for air cushioned lever) (Domestic)
- Furnish and Install new (1) 12" gaskets on check valve

(See Cut Sheets)

Furnish demolition of existing 12" OLW check valve

## Work Not Included:

- Painting
- Electrical work
- Concrete Work
- New galv. bolts and nuts (reuse existing)

Base Bid: \$14,916.00

Valve Delivery is 4-6 weeks

Thank you for the opportunity to quote this project. If we can be of further assistance, please feel free to contact me at your convenience.

Respectfully submitted,

Vice-President

Fenton, MI Office



# QUOTATION

Mr. Ron Beason				
City of South Lyon		SDS 20	020	
23500 Dixboro Road		2020 - :	316	
South Lyon, MI 48178				
	DATE	July 24,	2020	
REFERENCE	Replace 12" Check Valve For High	Service Pur	mp #3	
<del>*************************************</del>	item	Quantity	Unit	Total
Mobilization and site labor for a the closing swing check valve, and in	hree person crew to remove the existing Apco 12" soft stall a new 12" soft closing swing check valve.	1	Lump Sum	\$2,388.00
GA Model 250-DS 12" swing che- chamber for soft closing. Price in	ck valve with adjustable counterweight and air cusion includes freight to our shop herfe in Fenton, MI	ì	Each	\$10,512.50
12" Gasket & bolt packs.		2	\$71.63 Each	\$143.26
•				
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<del>:</del> -				
		Grand To	otal Will Be:	\$13,043.76
PAYMENT TERMS	30 Days			
QUOTE VALID FOR	60 Days			
ACCEPTED BY		Peerless Mi	ldwest, Inc - I	Fenton, MI
TITLE		Slovon D.		
DATE		Steven Stud	ler, Project Ma	nager



# Your responses are safe with us.

Your responses to the 2020 Census are safe, secure, and protected by federal law.
Your answers can only be used to produce statistics. These statistics are used to determine each state's representation in Congress and to inform the allocation of more than \$675 billion in federal funding annually.
Local leaders may use these statistics to make decisions about programs and services for their community.

No matter how you respond—online, by phone, or by mail—your responses are important and confidential. **Your responses cannot be used against you in any way**.

2020CENSUS.GOV

Shape your future START HERE >

Census Census 2020

# We are committed to confidentiality.

All Census Bureau staff take a lifetime oath to protect your personal information, and any violation comes with a penalty of up to \$250,000 and/or up to 5 years in prison.

Through the Census Bureau's strong precautions, cybersecurity programs, and data encryption, your online responses are safe from hacking and other cyberthreats. By law, your responses and personal information cannot be shared with law enforcement agencies — not the FBI, ICE, or even local police.

For more information, visit: 2020CENSUS.GOV

Shape Conited States your future 2020

# The 2020 Census and Confidentiality

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics—they cannot be used against you in any way. By law, all responses to U.S. Census Bureau household and business surveys are kept completely confidential.

# Respond to the 2020 Census to shape the future.

Responding to the census helps communities get the funding they need and helps businesses make data-driven decisions that grow the economy. Census data impact our daily lives, informing important decisions about funding for services and infrastructure in your community, including health care, senior centers, jobs, political representation, roads, schools, and businesses. More than \$675 billion in federal funding flows back to states and local communities each year based on census data.











# Your census responses are safe and secure.

The Census Bureau is required by law to protect any personal information we collect and keep it strictly confidential. The Census Bureau can only use your answers to produce statistics. In fact, every Census Bureau employee takes an oath to protect your personal information for life. Your answers cannot be used for law enforcement purposes or to determine your personal eligibility for government benefits.

# By law, your responses cannot be used against you.

By law, your census responses cannot be used against you by any government agency or court in any way—not by the Federal Bureau of Investigation (FBI), not by the Central Intelligence Agency (CIA), not by the Department of Homeland Security (DHS), and not by U.S. Immigration and Customs Enforcement (ICE). The law requires the Census Bureau to keep your information confidential and use your responses only to produce statistics.



The law is clear—no personal information can be shared.

Under Title 13 of the U.S. Code, the Census Bureau cannot release any identifiable information about individuals, households, or businesses, even to law enforcement agencies.

The law states that the information collected may only be used for statistical purposes and no other purpose.

To support historical research, Title 44 of the U.S. Code allows the National Archives and Records Administration to release census records only after 72 years.

All Census Bureau staff take a lifetime oath to protect your personal information, and any violation comes with a penalty of up to \$250,000 and/or up to 5 years in prison.

Shape your future START HERE >

Census 2020

# There are no exceptions.

The law requires the Census Bureau to keep everyone's information confidential. By law, your responses cannot be used against you by any government agency or court in any way. The Census Bureau will not share an individual's responses with immigration enforcement agencies, law enforcement agencies, or allow that information to be used to determine eligibility for government benefits. Title 13 makes it very clear that the data we collect can only be used for statistical purposes—we cannot allow it to be used for anything else, including law enforcement.

# It's your choice: you can respond securely online, by mail, or by phone.

You will have the option of responding online, by mail, or by phone. Households that don't respond in one of these ways will be visited by a census taker to collect the information in person. Regardless of how you respond, your personal information is protected by law.

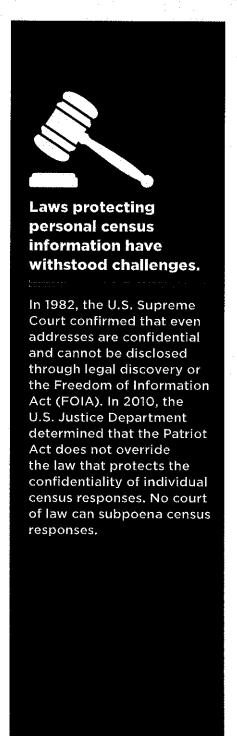
# Your online responses are safe from hacking and other cyberthreats.

The Census Bureau takes strong precautions to keep online responses secure. All data submitted online are encrypted to protect personal privacy, and our cybersecurity program meets the highest and most recent standards for protecting personal information. Once the data are received, they are no longer online. From the moment the Census Bureau collects responses, our focus and legal obligation is to keep them safe.

# We are committed to confidentiality.

At the U.S. Census Bureau, we are absolutely committed to keeping your responses confidential. This commitment means it is safe to provide your answers and know that they will only be used to paint a statistical portrait of our nation and communities.

Learn more about the Census Bureau's data protection and privacy program at www.census.gov/privacy.



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# 2020 CENSUS RESPONSE RATES FOR OAKLAND COUNTY COMMUNITIES, AS OF AUGUST 2, 2020

Auburn Hills city  Berkley city  Berkley city  Beverly Hills village  Bingham Farms village  Birmingham city  Bloomfield thills city  To.2%  Birmingham city  Commerce charter township  To.2%  Groveland township  To.3%  Highland charter township  To.3%  Highland charter township  To.3%  Holly township  Farmington city  To.1%  Holly township  To.1%  Farmington Hills city  To.3%  Lyon charter township  To.3%  Ferndale city  To.3%  Milford charter township  To.3%  Milford charter township  To.3%  Milford charter township  To.3%  To.3%  Novi township  To.3%  To.3%  Novi township  To.3%  T
Beverly Hills village  Bingham Farms village  Firmingham city  Bloomfield Hills city  Clawson city  Farmington city  Farmington Hills city  To.3%  Brandon charter township  To.2%  Groveland township  To.3%  Highland charter township  To.3%  Holly township  To.1%  Independence charter township  To.1%  Farmington Hills city  To.1%  Lyon charter township  To.1%  Farmington Hills city  To.3%  Milford charter township  Ro.  Ro.  Ro.  Ro.  Ro.  Ro.  Ro.  Ro
Bingham Farms village 75.0% Commerce charter township 83. Birmingham city 75.2% Groveland township 74. Bloomfield Hills city 70.3% Highland charter township 76. Clawson city 84.7% Holly township 77. Farmington city 70.1% Independence charter township 80. Farmington Hills city 73.3% Lyon charter township 83. Ferndale city 78.3% Milford charter township 81.
Birmingham city  75.2% Groveland township  74.  Bloomfield Hills city  70.3% Highland charter township  76.  Clawson city  Farmington city  70.1% Independence charter township  Farmington Hills city  73.3% Lyon charter township  83.  Ferndale city  78.3% Milford charter township  81.
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Ferndale city 78.3% Milford charter township 81.
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Franklin village 83.8% Novi township 87.
Hazel Park city 71.9% Oakland charter township 85.
Holly village 75.2% Orion charter township 81.
Huntington Woods city 92.4% Oxford charter township 83.
Keego Harbor city 66.2% Rose township 80.
Lake Angelus city 62.4% Royal Oak charter township 69.
Lake Orion village 68.3% Southfield township 86.
Lathrup Village city 87.5% Springfield charter township 82.
Leonard village 74.3% Waterford charter township 79.
Madison Heights city 77.2% West Bloomfield charter township 78.
Milford village 81.1% White Lake charter township 80.
Northville city 80.6%
Novi city 79.2%
Oak Park city 76.5%
Orchard Lake Village city 75.8% Southfield city 67.
Ortonville village 73.7% South Lyon city 82.
Oxford village 79.1% Sylvan Lake city 83.
Pleasant Ridge city 89.9% Troy city 80.
Pontiac city 59.1% Village of Clarkston city 78.
Rochester city 77.4% Walled Lake city 73.
Rochester Hills city 82.5% Wixom city 57.
Royal Oak city 79.4% Wolverine Lake village 83.