

Regular City Council Meeting

June 13, 2022

Agenda

7:30 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes: May 23, 2022

Approval of Bills

Approval of Agenda

Consent Agenda

1. Dorothy Street Block Party

2. Pumpkinfest 2022 – Downtown Road Closures

3. 2022 Pumpkinfest Parade

4. Pumpkinfest 5K Run

5. Resolution 22-04 Resolution establishing policies and guidelines for granting poverty exemptions from payment of property taxes

Public Comment

Discussion - Downtown

Fire Chief Report

Police Chief Report

I. Unfinished Business

- 1. Road Bond Ballot Proposal - Discussion**
- 2. Intergovernmental Agreement - Amendment**

II. New Business

- 1. Perimeter Fencing at the Water Plant**
- 2. Purchase and Installation of Overhead Radiant Unit Heater at DPW Garage**
- 3. Renewal of Contract for Assessing Services**
- 4. People's Express Contract**
- 5. Purchase of ninety-five fire hydrant Storz caps**

III. Budget

IV. Public Comment

V. Manager's Report

VI. Council Comments

VII. Adjournment

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

Rules of Conduct for Public Comment at Council Meetings*

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

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

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

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

Regular City Council Meeting
May 23, 2022

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

Mayor Pelchat led those present in the Pledge of Allegiance

Roll Call: Councilmembers: Dilg, Kurtzweil, Kivell, Kennedy, Mosier, Hansen

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

MINUTES- 5-9-2022

Councilmember Kennedy stated on page 4, the dollar amount \$180,000 should be changed to \$80,000-\$100,00.00

CM 5-1-22 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Kivell, supported by Hansen

Motion to approve the minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

CM 5-2-22 MOTION TO APPROVE AGENDA

Motion by Kennedy, supported by Dilg

Motion to approve the agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

1. Resignation of Gene Carroll from DDA Board
2. Carl & Joanne's Christmas in July fundraiser 2022
3. Carl and Joanne's Christmas Corner Fundraiser 2022
4. Carl and Joanne's South Lyon Eve Fundraiser 2022

CM 5-3-22 MOTION TO APPROVE CONSENT AGENDA

Motion by Kurtzweil, supported by Kennedy

Motion to approve consent agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

Proclamation- National Gun Violence Awareness Day *see attached*

PUBLIC COMMENT

Judy Keeling of 62180 Arlington Circle stated she is interested in the difference between the section 8 and 811, and she asked Council to research. She then stated she has been overseeing the Veterans Memorial Garden and there was a lot of money put into it, but it is very weedy. She knows Council wants to do a First Responders Memorial, but we need to take care of our Veterans Gardens. There are boxwood bushes, and a morning glory weed is choking them out. She further stated she has worked on it for 5 hours in the past week, but we need a landscaper at this point.

Ryan Lare of 716 Grand Court stated we had a wonderful victory today, most of the flags are up for the Memorial Day Parade. He thanked Larry Ledbetter, Dayna Johnston, Craig Johnston and himself. He stated we have 20 more flags on order and hopes they will be in before the parade on Monday. He further

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stated we owe our veterans and especially with everything going on overseas. We need to thank our personnel that have given up their lives for our country.

Teresa Renaud of Jim Runestad office stated she is here to honor our elected officials and our public speakers.

DOWNTOWN

DDA Director Mack thanked Gene Carroll for his time on the DDA Board, he is an architect and he was very helpful. Mr. Mack stated we now have flowers in the pocket park downtown. He then stated he attended the National Main Street Conference in Virginia. He will give a presentation at the next Council meeting. He found it beneficial and was able to learn what other communities are doing. He further stated he was able to network with DDA Directors from all over our country. He then stated the flower baskets for Paul Baker Park should be delivered Thursday or Friday this week. He stated the Farmers Market was relatively successful considering the heavy rain we had. Mr. Mack stated unfortunately the Planning Commission denied the preliminary site plan approval for the proposed development next to Pullum Window. He further stated it was proposed to be 500 square feet of commercial and 34 market based apartments. He then stated he and staff have spent months working with the developer so it would match the master plan. It would have been about 70 people within walking distance of the downtown. He then stated it would have eased some of our housing shortage. He thinks this was a missed opportunity. Councilmember Hansen asked why they denied the site plan, he was excited about it. Did they not like the two story. Mr. Mack stated this was preliminary site plan approval and they would have had to get a variance. They were proposing 78 parking places and our ordinance required 93. They felt that would have been adequate parking. He further stated this was the 4th or 5th plan they brought forward to make it work, the water table is high in that area, so there are other issues such as sanitary issues. Councilmember Kurtzweil stated for the most part, she thinks the Planning Commission does a great job for our community, and sometimes the wisdom in that decision isn't always seen at first glance. They all do their homework and they live in our community and she stands with their decision. She isn't thrilled with apartments in the downtown area, they are too transitory. People that live in apartments don't stay for 10-15 years. She thinks we need more of a long-term commitment such as condos. Councilmember Kivell stated it was denied, so if anything is going to happen, they have to start from the beginning.

FIRE CHIEF REPORT

Fire Chief Thorington stated they have had 408 calls as of today. He then stated they assisted Lyon Township with a commercial fire. They were able to knock it down quickly. He then stated they are having training in the burn building. It is a great training tool, with real heat and fire. He further stated they will have training at 501 McMunn before it is demolished. There will not be fire, but they will be breaching walls and looking at different techniques for safety. We have posted on social media that we need firefighters. He further stated we are going to be changing our schedule so there is always at least one person at the firehouse at night. He stated with one firefighter at night, the Police will go to the calls as well. Councilmember Kivell asked about the status of the ladder truck. Chief Thorington stated they are still saying it will be ready this fall. Councilmember Hansen stated he is happy to see the social media updates from the Fire Department showing the training and information updates.

POLICE CHIEF REPORT

Chief Sovik stated Jonathan Schneemann will be graduating tomorrow from the Shield Institute Command Level 1 instruction which is pretty intense leadership training, two days a month for four months with plenty of homework and projects. One day soon he will be promoted to Sergeant. He stated we saved a 26-year-old male last night with Narcan and he came around and he was up walking and

talking. Had this happened somewhere other than the city, he may not be here right now. He then reminded everyone of the Lake Street Cruise In this Wednesday at 6:30. He then reminded everyone of the Memorial Day parade on Monday at 10:00. Chief Sovik stated they will be having a meeting for the First Responders Memorial tomorrow, and we have approximately \$8,000.00 He then stated they haven't gotten too much done lately. We are trying to recruit some of the local landscaping companies in town to help with the gardening. He then stated the PD has many gun locks available if anyone is interested. Councilmember Kivell stated he thought Munro added all the landscaping and he thought they agreed for the perpetual care. Chief Sovik stated he thought so too, but he hasn't heard anything from them. He further stated he will get more information tomorrow. Councilmember Hansen thanked the department and the staff for how they handle some situations after Millennium and Centennial schools get out. He has spoken with some businesses and residents about the kids gathering in the parking lot and restaurants after they get out of school, causing some mischief. He stated he appreciates their quick response. Chief Sovik stated it happens a lot when the weather gets warmer and they are about to get out of school for the summer, some businesses will only allow so many people in the store at one time. He further stated they try to interact with the kids, and not be too authoritative with them. It has been working out very well.

PUBLIC HEARING- Millage Rates

The public hearing on the budget and budget mill rate was opened at 7:53 p.m.

The public hearing on the budget and budget mill rate was closed at 7:54 p.m.

UNFINISHED BUSINESS

1. Water and Sewer Tap fee Resolution

City Manager Zelenak stated in past City Council has discussed the guidelines for the use of tap in fees for water and sewer revenues. The prior use of the funds was established by a policy adopted in April of 1989 whereby City Council segregated 80% of water and sewer tap fees with a breakdown of 56.25% to sewer capital improvement and 43.75% to water capital improvement. We are currently using those funds for the improvements in the water and sewer system. Our attorney's assisted us in preparing the proposed language for the use of future water and sewer tap fees. The prior funds and future funds, will be deposited into one single water and sewer account. It would then allow for the use of those combined funds for improvements to either the water or sewer system.

CM 5-4-22 MOTION TO APPROVE RESOLUTION TO AMEND POLICY

Motion by Kurtzweil, supported by Dilg

Motion to approve the proposed resolution to amend administrative policy regarding water and sewer tap fees

ROLL CALL VOTE:

Hansen- Yes

Kurtzweil- Yes

Dilg- Yes

Mosier- Yes

Kennedy - Yes

Kivell- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

2. 2022-2023 Budget Approval

City Manager Zelenak stated tonight we held the public hearing for the budget. We are now asking Council to approve the resolution for the millage rate, as well as the 2022-2023 budget resolution.

Councilmember Kivell asked if the SRO is still included in the budget. City Manager Zelenak stated it is still reflected as it was originally presented in the budget and any changes, if necessary, would come before Council at a later time.

CM 5-5-22 MOTION TO APPROVE MILLAGE RATE RESOLUTION

Motion by Kennedy, supported by Mosier

Motion to approve the millage rate resolution

ROLL CALL VOTE:

Kennedy- Yes

Mosier- Yes

Kivell- Yes

Dilg- Yes

Kurtzweil- Yes

Hansen- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

CM 5-6-22 MOTION TO APPROVE THE ANNUAL BUDGET RESOLUTION

Motion by Kennedy, supported by Kivell

Motion to approve the annual budget resolution

ROLL CALL VOTE:

Dilg- Yes

Mosier- Yes

Hansen- Yes

Kennedy- Yes

Kivell- Yes

Kurtzweil- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. GASB 75/actuarial services agreement

Finance and Benefit Administrator Tiernan explained this is our bi-annual contract to engage with the Howard Nyhart Company to perform our GASB 75 actuary services agreement. This is the 6th year we have been working with them. They will be collecting data and preparing a comprehensive actuarial valuation report based upon the requirements of GASB 75 for fiscal years ending June 30, 2022 and June 30, 2023. Which we have to have for our OPEB for our current and future retirees. She further stated this is the same contract, with the exception of a \$250.00 increase in cost per year.

CM 5-7-22 MOTION TO APPROVE SERVICE AGREEMENT WITH NYHART

Motion by Kurtzweil, supported by Kennedy

Motion to approve the service agreement by The Howard E Nyhart Company, Inc. to provide GASB 75 actuarial services for the City of South Lyon for fiscal years ending June 30, 2022 and June 30, 2023

ROLL CALL VOTE:

Kivell- Yes

Mosier- Yes

Dilg- Yes

Kurtzweil- Yes

Kennedy- Yes

Hansen- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

2. WOW cable franchise agreement

City Manager Zelenak stated we have reviewed the uniform video services local franchise agreement with WOW along with our City Attorney. This is a boilerplate agreement issued by the State of Michigan, and local government franchising entities have no authority to modify them. Under state law, if the city fails to take action to approve the franchise, it is automatically deemed approved. He further stated WOW sent the agreement with blanks for the city to fill in for the franchise fee and for the PEG fee. Under state law, the city cannot charge WOW any more than it charges any other cable operator with franchises in the city which is 5% and 0 for PEG fees. Councilmember Kivell stated the language is bizarre, it states if we don't agree, it is automatically in place. Why isn't this just boiler plate and we move on to the next item. City Manager Zelenak stated for the ability for the public to be aware and it's an approval process that should be approved by the Council.

CM 5-8-22 MOTION TO APPROVE CABLE VIDEO FRANCHISE AGREEMENT

Motion by Kennedy, supported by Dilg

Motion to approve the uniform video services local franchise agreement with WOW

ROLL CALL VOTE:

Hansen- Yes

Kurtzweil- Yes

Dilg- Yes

Kivell- Yes

Mosier- Yes

Kennedy- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

BUDGET

Councilmember Hansen stated he was speaking with a board member from a neighboring community, and he said if we receive under ten million from the ARPA funds, that the money could be put into the general fund. Ms. Tiernan state that is true, that information just came out with the recent guidance from the State. She stated we will be discussing that at a future council meeting. We are a non-entitlement unit and we have the option to utilize those services and we still have to show how the expenditures will be used and they have to be within a certain uniform guidance, but there is more flexibility within the general fund. Councilmember Hansen stated if he understands, we no longer must use the funds for the categories discussed in the budget meeting. Ms. Tiernan stated it will be the same categories, but more flexibility in the general fund, it doesn't have to be Covid related. Councilmember Kurtzweil stated the argument is we diverted resources that could have been used to develop the park in order to take care of issues at city hall. Can we use some of the funds for that park, that would provide an outdoor place for families to visit and getting people outside. She further stated the commissions could meet in the park instead of inside. Ms. Tiernan stated we will be able to do those types of activities, that is one of the things that recently opened up. Councilmember Kivell asked if we will still be able to reflect on other communities that have already proved out so we don't make any mis-steps. Ms. Tiernan stated she is seeing the reports showing what other communities are spending the funds on, so she is going to give Council some examples at a future meeting.

PUBLIC COMMENT- N/A

MANAGER'S REPORT

City Manager Zelenak stated at a future council meeting we will be bringing information regarding the SRO agreement with the schools. We are awaiting the beginning of construction repairs at city hall. We are currently waiting for roofing material; the AC work will occur in September. He then stated the

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original approval to move forward with the Pontiac Trail Pathway project was based upon estimates provided by the engineer of the township and were low. We will be discussing this at the next meeting, the bids that came in were much higher than originally approved. He stated he is working with the contractor on the final items relating to the water tank project, including the restoration of the staging area on Dorothy. We are looking at approximately 30 additional spaces to be added. He further stated Carol Brandon worked on getting sponsors for the concerts in the park, such as Safebuilt, CIB Planning, and HRC. Councilmember Kennedy stated he is hoping we can rectify the situation with the Veterans Garden and get the landscaper to come back this year. He then stated we had discussions last year with another landscaping company that reached out and offered to take care of the landscaping by the signs entering the city, and it may be too early, but it may behoove us to contact them to make sure they are still planning on doing so. Councilmember Kurtzweil stated there was a posting on social media regarding a smell coming from the concrete company, and she asked if anyone checked that out. City Manager Zelenak stated we had our inspectors go and take a look. They spoke with the contractor and that smell is a process in limestone that was delivered. The smell went away after the rain we had. Councilmember Kurtzweil asked how long does it last. City Manager Zelenak stated it doesn't last long, the smell occurs when it is extracted and then dropped off. We haven't had any calls in the past about that. Councilmember Kurtzweil asked if the wall can be built up and block some of the smell. City Manager Zelenak stated the whole wall would have to be redone, including the footings. Then the question is how safe is that. Further discussion was held regarding the cement factory. Councilmember Kurtzweil asked about getting an additional table at Paul Baker Park. City Manager Zelenak stated we have a new table on order, and we will have additional waste basket delivered as well. Councilmember Dilg stated the wall on the path seems to be cracking and there are gaps and it seems dangerous. She sees kids playing in there and it seems dangerous. City Manager Zelenak stated our Ordinance Officer has spoke with them, but he doesn't know where they left off. Councilmember Hansen asked about the EV chargers. Mr. Mack stated we are waiting on the final drawings; he hopes they will be done soon.

COUNCIL COMMENTS

Councilmember Kennedy stated he wanted to congratulate the Salem South Lyon Library on their new pavilion, which was funded by the Friends of the Salem/South Lyon Library through their book room sales and other fundraising events. He then reminded everyone the Lake Street Cruise In will have their first car show on Wednesday the 25th of May at 6:30. He then reminded everyone of the book exchange at the freight house in the historic village on Saturday and Sunday, June 3rd and 4th. You can drop off books on Friday from 3-8 pm and Saturday morning from 9-11 am

Councilmember Kurtzweil reminded everyone that the Arts and Education show featuring art from our students at South Lyon East and South Lyon High School is still happening and is being extended until July 9th. You can see the artwork throughout the city. It is incredible art and the response has been great. She then stated she wants to support the sponsors of the Lake Street Cruise In, Quick Silver Marketing Solutions, Vanguard Motor Sales, Sellers Buick-GMC and Bells Landscape Services. She thanked them for investing in our city. She then reminded everyone that we need additional Election Inspectors and if anyone is interested in working an Election, contact our City Clerk, it is a wonderful way to serve your community. She is very involved with Election integrity issues throughout the past couple years and she can say that South Lyon ran an excellent Election. Voters in South Lyon do not need to worry about Election integrity, but that doesn't mean you should sit back, get involved. Councilmember Kurtzweil thanked Judy Keeling for taking time out of her day to respect the Memorial by making it look pleasant. She then thanked Larry, Craig, Dayna and Ryan for providing the American Flags that we are so proud of and our constitution, first amendment right protections including our second amendment. She then reminded everyone that Memorial Day is about honoring our brave men and women that died while

serving in our military, she hopes everyone will think and say a prayer about those that are no longer with us.

Councilmember Hansen congratulated the Salem South Lyon Library on their ribbon cutting ceremony for their new pavilion. It was a great celebration of the expansion of the library and he thanked all the organizations and volunteers that helped the library build upon what they already have. Many volunteers were celebrated especially Jennifer Redfern who was named Person of the Year and Vibe Credit Union for Organization of the year, and the library is still taking donations for the pavilion if anyone would like to contribute to the library. He then stated he was approached by a library individual that pointed out Telcom Credit Union previously by literally over 50 years ago bought a stone in the garden. He then congratulated the library.

Councilmember Kivell thanked Gene Carroll for his time on the DDA Board, there was a lot of things happening and he will miss him. He then stated it was nice to be at the opening of the Music in the Park last week, and the High School Jazz did a great job. He then stated it was nice to see the fountain is again working. He and his whole family love walking to that park.

Councilmember Dilg stated she received her voter registration card in the mail and she wants everyone to pay attention to the new districts and watch who is running in our district. She then thanked Judy for her work as well as Dayna, Larry and Craig for getting the flags up, it is really appreciated. She then stated she is excited about the Christmas and South Lyon Eve coming back this year. The Christmas in July will also be a great event and it will bring a lot of people out.

Mayor Pelchat stated if you have never been to our Memorial Day Parade, it will make you very proud. He stated whether you make it to the parade, or the ceremony at the cemetery it is a great day to be an American. Mayor Pelchat stated two of his favorites are retiring from South Lyon Schools. They are both incredible people that have the same job, media center specialist and librarian. He stated when you are growing up, those are the first people you meet that teach you there are consequences to your actions by not returning books, or leaving your laptop charger at home. Gail Joslin and Nancy Pantaglio at Millennium Middle School are two of the finest people and we will miss them.

ADJOURNMENT

CM 5-9-22 MOTION TO ADJOURN

Motion by Kurtzweil

Motion to adjourn meeting at 8:30 p.m.

MOTION CARRIED

Respectfully submitted,

Mayor Dan Pelchat

City Clerk/Treasurer Lisa Deaton

CITY OF SOUTH LYON



PROCLAMATION

National Gun Violence Awareness Day

Mayor

Daniel L. Pelchat

Council Members

Glenn Kivell

Lisa Dilg

Stephen Kennedy

Margaret J. Kurtzweil

Alex Hansen

Lori Mosier

City Manager

Paul Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-7054

www.southlyonmi.org

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in South Lyon, Michigan to honor and remember all victims and survivors of gun violence and to declare that we, as a country, must do more to reduce gun violence.

WHEREAS, every day, 100+ Americans are killed by gun violence and on average, there are nearly 13,000-gun homicides every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other high-income countries; and

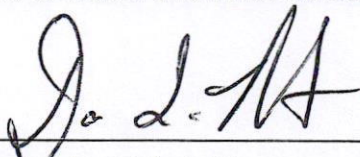
WHEREAS, protecting safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, by wearing orange on June 3, 2022, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

NOW, THEREFORE, BE IT RESOLVED, that I, Daniel L. Pelchat, Mayor of South Lyon, County of Oakland, State of Michigan, do hereby proclaim Friday, June 3, 2022 to be National Gun Violence Awareness Day in the City of South Lyon. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.


Daniel L. Pelchat, Mayor

5/23/2022
Date

06/09/2022 01:54 PM

User: PATRICIA

DB: South Lyon

REVENUE REPORT FOR CITY OF SOUTH LYON

Page: 1/2

PERIOD ENDING 05/31/2022

FINANCIAL REPORT FOR MAY 2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	Old Account Number
Fund 101 - GENERAL FUND							
Revenues							
Dept 000.000							
101-000.000-402.000	REAL PROPERTY TAX	5,198,610.00	5,145,828.59	1,583.09	52,781.41	98.98	
101-000.000-432.000	PAYMENT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	101-000.000-444.000
101-000.000-434.000	SOUTH LYON WOODS TAX	1,100.00	1,473.50	92.00	(373.50)	133.95	101-000.000-423.000
101-000.000-445.000	PENALTIES AND INTEREST	12,000.00	8,309.12	0.00	3,690.88	69.24	101-000.000-446.000
101-000.000-447.000	ADMIN FEE PROPERTY TAX	101,500.00	103,529.82	0.00	(2,029.82)	102.00	101-000.000-630.000
101-000.000-476.000	LICENSES & BUSINESS MISC.	2,000.00	2,635.00	305.00	(635.00)	131.75	101-000.000-454.000
101-000.000-490.000	BUILDING PERMITS	270,000.00	522,264.50	34,152.25	(252,264.50)	193.43	101-000.000-451.000
101-000.000-490.100	HEATING & PLUMB. REFG. PERMI	30,000.00	47,322.00	5,618.00	(17,322.00)	157.74	101-000.000-452.000
101-000.000-490.200	ELECTRICAL PERMITS	35,000.00	59,746.00	11,568.00	(24,746.00)	170.70	101-000.000-453.000
101-000.000-491.000	BOARD OF APPEALS	1,350.00	900.00	0.00	450.00	66.67	101-000.000-600.000
101-000.000-491.100	REZONING FEES	0.00	655.00	55.00	(655.00)	100.00	101-000.000-600.100
101-000.000-528.000	OTHER FEDERAL GRANTS	250,000.00	0.00	0.00	250,000.00	0.00	
101-000.000-573.000	STATE REVS	100,000.00	245,073.19	128,261.03	(145,073.19)	245.07	101-000.000-570.100
101-000.000-574.000	STATE SHARED REV.	1,063,276.00	1,089,029.00	232,341.00	(25,753.00)	102.42	101-000.000-570.000
101-000.000-592.200	OAKLAND TOGETHER CVT COVID FUNDING	0.00	0.00	0.00	0.00	0.00	101-000.000-692.200
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	40,000.00	31,610.00	4,255.00	8,390.00	79.03	
101-000.000-635.000	W & S ADMIN. CHARGES	0.00	0.00	0.00	0.00	0.00	
101-000.000-655.301	PARKING VIOLATION	150.00	75.00	10.00	75.00	50.00	101-000.000-661.000
101-000.000-659.000	LOCAL COURT FINES	15,000.00	13,993.29	0.00	1,006.71	93.29	101-000.000-662.000
101-000.000-659.100	REFUND-(FOR COST OF ARREST)	0.00	0.00	0.00	0.00	0.00	101-000.000-663.000
101-000.000-665.000	INTEREST	15,500.00	1,701.18	604.34	13,798.82	10.98	101-000.000-664.000
101-000.000-665.001	INTEREST-TRANS.CEMETERY INTRE	0.00	0.00	0.00	0.00	0.00	101-000.000-665.000
101-000.000-665.007	INTEREST-TRANSFER FROM C&S	0.00	0.00	0.00	0.00	0.00	101-000.000-665.200
101-000.000-665.200	INTEREST-EQUALIZ.& CONTINGENC	100.00	22.77	2.11	77.23	22.77	101-000.000-666.000
101-000.000-665.700	INTEREST-MOBILE TOWER	0.00	0.00	0.00	0.00	0.00	101-000.000-664.700
101-000.000-665.751	PARK AND REC. INTEREST	0.00	0.00	0.00	0.00	0.00	101-000.000-664.200
101-000.000-666.220	MMRMA DIVIDENDS	60,000.00	21,286.00	0.00	38,714.00	35.48	101-000.000-698.220
101-000.000-668.000	RENTS & ROYALTIES	0.00	0.00	0.00	0.00	0.00	
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	125,000.00	119,574.07	23,043.41	5,425.93	95.66	
101-000.000-671.300	LEASE--ANTENNA	38,000.00	44,264.89	8,940.98	(6,264.89)	116.49	101-000.000-668.300
101-000.000-671.500	RENTAL PROPERTIES	0.00	0.00	0.00	0.00	0.00	101-000.000-668.400
101-000.000-673.000	SALES OF FIXED ASSETS	10,000.00	0.00	0.00	10,000.00	0.00	
101-000.000-674.209	CONTRIBUTION-PERPETUAL CARE	49,500.00	0.00	0.00	49,500.00	0.00	101-000.000-669.209
101-000.000-674.400	FIRST RESPONDERS MONUMENT	0.00	7,703.00	475.00	(7,703.00)	100.00	
101-000.000-674.751	CONTRIB. FOR PARK BENCHES	0.00	0.00	0.00	0.00	0.00	101-000.000-694.400
101-000.000-675.200	CONTRIBUTIONS-WINTER EVENTS	4,000.00	0.00	0.00	4,000.00	0.00	
101-000.000-675.751	CONTRIBUTION TO PARKS & REC	0.00	0.00	0.00	0.00	0.00	101-000.000-676.005
101-000.000-675.802	CULTURAL ARTS REVENUES	300.00	0.00	0.00	300.00	0.00	101-000.000-675.600
101-000.000-675.820	VETERANS MEMORIAL PROJECT	7,500.00	0.00	0.00	7,500.00	0.00	101-000.000-675.800
101-000.000-676.346	REIMBURSEMENT FROM HVA	0.00	0.00	0.00	0.00	0.00	101-000.000-680.000
101-000.000-680.000	MISCELLANEOUS	75,000.00	34,675.33	4,242.58	40,324.67	46.23	101-000.000-698.000

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REVENUE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 05/31/2022

FINANCIAL REPORT FOR MAY 2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED -	Old Account Number
Fund 101 - GENERAL FUND							
Revenues							
101-000.000-680.210	WEDDING PROCEEDS	1,950.00	0.00	0.00	1,950.00	0.00	101-000.000-698.210
101-000.000-680.301	POLICE	55,000.00	88,416.39	11,068.67	(33,416.39)	160.76	101-000.000-642.000
101-000.000-680.336	FIRE MISC.	4,500.00	412.14	527.24	4,087.86	9.16	101-000.000-698.100
101-000.000-680.703	PRIOR YEARS TAXES	5,800.00	1,989.25	0.00	3,810.75	34.30	101-000.000-698.200
101-000.000-682.000	GRANT MONEY	0.00	0.00	0.00	0.00	0.00	101-000.000-692.000
101-000.000-682.301	GRANT MONIES-POLICE DEPT.	5,000.00	0.00	0.00	5,000.00	0.00	101-000.000-698.800
101-000.000-682.336	GRANT MONIES--FIRE DEPT.	5,000.00	187,503.68	0.00	(182,503.68)	3,750.07	101-000.000-698.600
101-000.000-682.802	GRANT MONIES-CULTURAL ARTS	0.00	0.00	0.00	0.00	0.00	101-000.000-698.900
101-000.000-683.300	PYMT. OF SIDEWALKS BY RESIDEN	6,250.00	9,007.00	1,440.00	(2,757.00)	144.11	101-000.000-694.300
101-000.000-687.230	SMART CREDITS	5,000.00	(11,134.00)	0.00	16,134.00	(222.68)	101-000.000-698.230
101-000.000-692.300	PROCEEDS FROM DEBT	0.00	0.00	0.00	0.00	0.00	101-000.000-698.300
101-000.000-699.000	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	
101-000.000-699.209	TRANSFER IN FROM CEMETERY FUN	0.00	0.00	0.00	0.00	0.00	
Total Dept 000.000		7,593,386.00	7,777,865.71	468,584.70	(184,479.71)	102.43	
TOTAL REVENUES		7,593,386.00	7,777,865.71	468,584.70	(184,479.71)	102.43	
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		7,593,386.00	7,777,865.71	468,584.70	(184,479.71)	102.43	

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 05/31/2022

FINANCIAL REPORT FOR MAY 2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
000.000		0.00	0.00	0.00	0.00	0.00
222.000 - ADMINISTRATION		1,535,992.00	1,603,490.85	159,029.54	(67,498.85)	104.39
301.000 - POLICE		2,887,688.00	2,633,939.38	301,443.60	253,748.62	91.21
336.000 - FIRE		1,198,403.00	1,117,061.87	69,272.62	81,341.13	93.21
346.000 - AMBULANCE		5,680.00	555.10	480.51	5,124.90	9.77
441.000 - DEPT. OF PUBLIC WORKS		1,025,197.00	878,939.74	87,918.52	146,257.26	85.73
567.000 - CEMETERY		147,960.00	97,312.89	15,770.53	50,647.11	65.77
596.000 - SENIOR TRANSPORTATION		87,076.00	58,048.00	0.00	29,028.00	66.66
751.000 - PARKS AND RECREATION		320,493.00	196,816.01	19,237.06	123,676.99	61.41
800.000 - CABLE COMMISSION		13,925.00	225.00	0.00	13,700.00	1.62
802.000 - CULTURAL ARTS		2,975.00	987.79	14.00	1,987.21	33.20
803.000 - HISTORICAL DEPOT		34,125.00	19,654.93	1,881.33	14,470.07	57.60
820.000 - VETERANS MEMORIAL PROJECT		9,000.00	249.96	0.00	8,750.04	2.78
TOTAL EXPENDITURES		7,268,514.00	6,607,281.52	655,047.71	661,232.48	90.90
Fund 101 - GENERAL FUND:						
TOTAL EXPENDITURES		7,268,514.00	6,607,281.52	655,047.71	661,232.48	90.90

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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FINANCIAL REPORT FOR MAY 2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREETS						
000.000		0.00	0.00	0.00	0.00	0.00
223.000	- ACCOUNTANT	5,600.00	4,690.00	0.00	910.00	83.75
451.000	- STREET CONSTRUCTION	90,000.00	126,605.26	0.00	(36,605.26)	140.67
463.000	- STREET-ROUTINE MAINT.	161,402.00	148,064.22	18,787.90	13,337.78	91.74
474.000	- TRAFFIC SERVICES	39,098.00	19,910.43	107.97	19,187.57	50.92
478.000	- SNOW PLOWING	94,554.00	65,368.88	0.00	29,185.12	69.13
479.000	- SNOW REMOVAL	7,593.00	4,217.39	0.00	3,375.61	55.54
485.000	- TRANSFER BETWEEN FUNDS	100,000.00	0.00	0.00	100,000.00	0.00
491.000	- STORM SEWER	7,942.00	7,413.42	1,178.15	528.58	93.34
TOTAL EXPENDITURES		506,189.00	376,269.60	20,074.02	129,919.40	74.33
Fund 202 - MAJOR STREETS:						
TOTAL EXPENDITURES		506,189.00	376,269.60	20,074.02	129,919.40	74.33
Fund 203 - LOCAL STREETS						
000.000		0.00	0.00	0.00	0.00	0.00
223.000	- ACCOUNTANT	5,600.00	4,690.00	0.00	910.00	83.75
451.000	- STREET CONSTRUCTION	25,800.00	13,447.36	0.00	12,352.64	52.12
463.000	- STREET-ROUTINE MAINT.	143,202.00	150,703.48	18,279.41	(7,501.48)	105.24
474.000	- TRAFFIC SERVICES	6,602.00	9,969.63	664.86	(3,367.63)	151.01
478.000	- SNOW PLOWING	75,382.00	69,204.08	0.00	6,177.92	91.80
485.000	- TRANSFER BETWEEN FUNDS	0.00	0.00	0.00	0.00	0.00
491.000	- STORM SEWER	14,675.00	12,588.11	1,818.80	2,086.89	85.78
TOTAL EXPENDITURES		271,261.00	260,602.66	20,763.07	10,658.34	96.07
Fund 203 - LOCAL STREETS:						
TOTAL EXPENDITURES		271,261.00	260,602.66	20,763.07	10,658.34	96.07
TOTAL EXPENDITURES - ALL FUNDS		777,450.00	636,872.26	40,837.09	140,577.74	81.92

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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FINANCIAL REPORT FOR MAY 2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 592 - WATER & SEWER						
452.000 - WATER & SEWER CONSTRUCTION		1,540,000.00	1,130,667.06	0.00	409,332.94	73.42
528.000 - REFUSE COLLECTION		573,400.00	522,652.72	47,699.80	50,747.28	91.15
540.000 - WATER / REPAIR		150,470.00	106,917.51	11,566.54	43,552.49	71.06
550.000 - SEWER / REPAIR		179,824.00	92,608.27	7,946.38	87,215.73	51.50
556.000 - WATER		1,840,477.00	1,136,557.30	89,707.46	703,919.70	61.75
557.000 - WASTEWATER		3,133,497.00	1,255,172.87	181,108.67	1,878,324.13	40.06
TOTAL EXPENDITURES		7,417,668.00	4,244,575.73	338,028.85	3,173,092.27	57.22
Fund 592 - WATER & SEWER:						
TOTAL EXPENDITURES		7,417,668.00	4,244,575.73	338,028.85	3,173,092.27	57.22

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON

EXP CHECK RUN DATES 06/13/2022 - 06/13/2022

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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 000.000							
101-000.000-035.000	ENGINEERING FEES	HUBBELL, ROTH & CLARK	PROFESSIONAL SERVICES FOR PERIOD E	0196678	06/13/22	889.04	
			Total For Dept 000.000			889.04	
Dept 222.000 ADMINISTRATION							
101-222.000-740.000	OPERATING EXPENSE	BRIGHTON CLEANING SUP	Z-FOLD TOWELS (2)	35246	06/13/22	89.27	
			Total For Dept 222.000 ADMINISTRATION			89.27	
Dept 301.000 POLICE							
101-301.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	OIL ABSORBENT (6), OIL FILTER, OIL	8195209835198	06/13/22	24.76	
101-301.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY, CORE, CORE RETURN, OIL FI	8195213136386	06/13/22	14.52	
101-301.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	HOSE CLAMP, BLEEDER KIT, MASTER CY	8195214353828	06/13/22	14.52	
101-301.000-863.000	VEHICLE MAINTENANCE	CRYSTAL FLASH	OIL DRUM	4324432.00	06/13/22	129.95	
101-301.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	SHOP TOOLS (PINS, INSTANT FTG, TUB	9309503784	06/13/22	120.60	
101-301.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	DRILL BITS: 13/32" X 10, 25/64" X	9309552573	06/13/22	9.96	
101-301.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	MINI CUT OFF WHEEL 3" (24)	9309568054	06/13/22	34.73	
101-301.000-863.000	VEHICLE MAINTENANCE	M-2 AUTO PARTS, INC.	BLEEDER KIT	766334	06/13/22	2.07	
101-301.000-863.000	VEHICLE MAINTENANCE	NORTHERN TOOL & EQUIP	DIE GRINDER, DIE GRINDER EDGE (2),	50191942	06/13/22	57.43	
			Total For Dept 301.000 POLICE			408.54	
Dept 336.000 FIRE							
101-336.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	TIRE WET AEROSOL (4) FOR PARADE TR	8195214837067	06/13/22	30.12	
101-336.000-740.000	OPERATING EXPENSE	AMAZON CAPITAL SERVIC	HYDRANT PUMP, BATTERY CHARGER (2),	1M74-1QJL-T9W9	06/13/22	516.89	
101-336.000-740.000	OPERATING EXPENSE	APOLLO FIRE EQUIPMENT	G1 AIRLINE ADAPTER (2)	108838	06/13/22	585.90	
101-336.000-740.000	OPERATING EXPENSE	APOLLO FIRE EQUIPMENT	QUICK CONNECT ADAPTER (2)	108856	06/13/22	1,341.69	
101-336.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	OIL ABSORBENT (6), OIL FILTER, OIL	8195209835198	06/13/22	8.86	
101-336.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	SEALANT FOR R71 BACKUP CAMERA	8195214746050	06/13/22	7.16	
101-336.000-863.000	VEHICLE MAINTENANCE	CRYSTAL FLASH	OIL DRUM	4324432.00	06/13/22	97.46	
101-336.000-863.000	VEHICLE MAINTENANCE	CSI EMERGENCY APPARAT	F-350 OUTER RIM PAINTED	66921	06/13/22	445.25	
101-336.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	SHOP TOOLS (PINS, INSTANT FTG, TUB	9309503784	06/13/22	90.45	
101-336.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	DRILL BITS: 13/32" X 10, 25/64" X	9309552573	06/13/22	7.47	
101-336.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	MINI CUT OFF WHEEL 3" (24)	9309568054	06/13/22	26.05	
101-336.000-863.000	VEHICLE MAINTENANCE	LINE-X OF BRIGHTON	UTILITY SPRAY-ON BEDLINER	5274	06/13/22	629.00	
101-336.000-863.000	VEHICLE MAINTENANCE	M-2 AUTO PARTS, INC.	BLEEDER KIT	766334	06/13/22	1.56	
101-336.000-863.000	VEHICLE MAINTENANCE	NORTHERN TOOL & EQUIP	DIE GRINDER, DIE GRINDER EDGE (2),	50191942	06/13/22	43.08	
101-336.000-931.000	BUILDING MAINTENANCE	AIRVAC	HVAC FILTERS (3), PREFILTER	15231	06/13/22	1,648.00	
			Total For Dept 336.000 FIRE			5,478.94	
Dept 441.000 DEPT. OF PUBLIC WORKS							
101-441.000-740.000	OPERATING EXPENSE	ACE-TEX ENTERPRISES	FLANNEL RAGS	ACE268818	06/13/22	217.52	
101-441.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & S	GLOVES (16), PAPER TOWELS (2), SAF	RW-004727	06/13/22	551.13	
101-441.000-740.000	OPERATING EXPENSE	WEINGARTZ	MOWER BELT (2)	20439882-00	06/13/22	291.58	

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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 101 GENERAL FUND						
Dept 441.000 DEPT. OF PUBLIC WORKS						
101-441.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK	PROFESSIONAL SERVICES FOR PERIOD E	0196678	06/13/22	2,726.23
101-441.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	OIL ABSORBENT (6), OIL FILTER, OIL	8195209835198	06/13/22	32.50
101-441.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY, CORE, CORE RETURN, OIL FI	8195213136386	06/13/22	37.51
101-441.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	MINI BULB-LONG LIFE	8195213845746	06/13/22	5.94
101-441.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	HOSE CLAMP, BLEEDER KIT, MASTER CY	8195214353828	06/13/22	109.49
101-441.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY, CORE, COOLANT, GREASE	8195215446253	06/13/22	32.28
101-441.000-863.000	VEHICLE MAINTENANCE	CORRIGAN OIL CO, NO.	GAS & DIESEL 4/18/22 - 5/9/22	7517923-IN	06/13/22	2,284.30
101-441.000-863.000	VEHICLE MAINTENANCE	COUGAR SALES & RENTAL	V-BELT	338479	06/13/22	19.82
101-441.000-863.000	VEHICLE MAINTENANCE	CRYSTAL FLASH	OIL DRUM	4324432.00	06/13/22	357.35
101-441.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	TURN LAMP	99157562	06/13/22	60.03
101-441.000-863.000	VEHICLE MAINTENANCE	GRAINGER	HOSE REEL	9328339792	06/13/22	573.70
101-441.000-863.000	VEHICLE MAINTENANCE	GREEN OAK TIRE, INC.	TIRES (CARLISLE 2P SURFSAVER X 2,	1-127761, 1-128	06/13/22	260.00
101-441.000-863.000	VEHICLE MAINTENANCE	HINES PARK FORD, INC.	BRAKE LINE	155259	06/13/22	64.60
101-441.000-863.000	VEHICLE MAINTENANCE	KNAPHEIDE TRUCK EQUIP	SNOW BOX AUGER FOR BIG DUMP TRUCK	1117656	06/13/22	1,807.71
101-441.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	SHOP TOOLS (PINS, INSTANT FTG, TUB	9309503784	06/13/22	331.64
101-441.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	DRILL BITS: 13/32" X 10, 25/64" X	9309552573	06/13/22	27.38
101-441.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	MINI CUT OFF WHEEL 3" (24)	9309568054	06/13/22	95.52
101-441.000-863.000	VEHICLE MAINTENANCE	M-2 AUTO PARTS, INC.	BLEEDER KIT	766334	06/13/22	5.70
101-441.000-863.000	VEHICLE MAINTENANCE	NORTHERN TOOL & EQUIP	DIE GRINDER, DIE GRINDER EDGE (2),	50191942	06/13/22	157.94
101-441.000-863.000	VEHICLE MAINTENANCE	SKID STEER SOLUTIONS	SICKLE BARS	512485	06/13/22	556.58
101-441.000-974.000	LAND IMPROVEMENTS	COUGAR SALES & RENTAL	SUPPLIES FOR SIDEWALK REPAIR	4371735	06/13/22	257.41
101-441.000-974.000	LAND IMPROVEMENTS	MILARCH NURSERY, INC.	GREEN MOUNTAIN SUGAR MAPLE	191965	06/13/22	255.00
101-441.000-974.000	LAND IMPROVEMENTS	PATRIOT READY-MIX LLC	CONCRETE AND REROD FOR SIDEWALKS	1567	06/13/22	716.40
101-441.000-974.000	LAND IMPROVEMENTS	PATRIOT READY-MIX LLC	LIMESTONE FOR SIDEWALK REPAIR	1485	06/13/22	1,821.00
101-441.000-974.000	LAND IMPROVEMENTS	PATRIOT READY-MIX LLC	CONCRETE FOR SIDEWALKS (4000 PSI E	1520	06/13/22	565.00
101-441.000-974.000	LAND IMPROVEMENTS	STONE DEPOT LANDSCAPE	FLOAT STONE (3) FOR SIDEWALK REPAI	56397	06/13/22	132.96
101-441.000-974.000	LAND IMPROVEMENTS	STONE DEPOT LANDSCAPE	TOP SOIL (9)	78605, 85338	06/13/22	77.85
101-441.000-974.000	LAND IMPROVEMENTS	SWEENEY CONSTRUCTION	TIE BAR FOR SIDEWALKS	00076335	06/13/22	420.00
Total For Dept 441.000 DEPT. OF PUBLIC WORKS						14,852.07
Dept 567.000 CEMETERY						
101-567.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	OIL ABSORBENT (6), OIL FILTER, OIL	8195209835198	06/13/22	7.39
101-567.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	BATTERY, CORE, COOLANT, GREASE	8195215446253	06/13/22	11.02
101-567.000-740.000	OPERATING EXPENSE	CRYSTAL FLASH	OIL DRUM	4324432.00	06/13/22	81.22
101-567.000-740.000	OPERATING EXPENSE	GREEN OAK TIRE, INC.	VALVE RUBBER LABOR AND DISPOSAL	1-129168	06/13/22	58.00
101-567.000-740.000	OPERATING EXPENSE	GREEN OAK TIRE, INC.	TIRES (CARLISLE 2P SURFSAVER X 2,	1-127761, 1-128	06/13/22	64.00
101-567.000-740.000	OPERATING EXPENSE	HUTSON, INC.	MOWER BLADES (4)	9489575	06/13/22	72.80
101-567.000-740.000	OPERATING EXPENSE	LAWSON PRODUCTS	SHOP TOOLS (PINS, INSTANT FTG, TUB	9309503784	06/13/22	75.37
101-567.000-740.000	OPERATING EXPENSE	LAWSON PRODUCTS	DRILL BITS: 13/32" X 10, 25/64" X	9309552573	06/13/22	6.22
101-567.000-740.000	OPERATING EXPENSE	LAWSON PRODUCTS	MINI CUT OFF WHEEL 3" (24)	9309568054	06/13/22	21.71
101-567.000-740.000	OPERATING EXPENSE	M-2 AUTO PARTS, INC.	BLEEDER KIT	766334	06/13/22	1.30

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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 209 CEMETERY							
Dept 000.000							
209-000.000-972.000	CAPITAL IMPROVEMENTS	FONSON COMPANY, INC.	CEMETERY GRADING	20190042	06/13/22	2,997.50	
			Total For Dept 000.000			2,997.50	
			Total For Fund 209 CEMETERY			2,997.50	
Fund 401 CAPITAL IMPROVEMENTS							
Dept 451.000 STREET CONSTRUCTION							
401-451.000-802.600	CONTR. SERV. PATHWAYS	HUBBELL, ROTH & CLARK	PROFESSIONAL SERVICES FOR PERIOD E	0196678	06/13/22	2,115.00	
			Total For Dept 451.000 STREET CONSTRUCTION			2,115.00	
			Total For Fund 401 CAPITAL IMPROVEMENTS			2,115.00	
Fund 592 WATER & SEWER							
Dept 540.000 WATER / REPAIR							
592-540.000-740.000	OPERATING EXPENSE	CORE & MAIN LP	PARTS FOR WATER REPAIR: BOX PLUG,	Q847427	06/13/22	1,164.20	
592-540.000-740.000	OPERATING EXPENSE	EJ USA, INC.	PARTS FOR WATER REPAIR: 4" BLIND S	110220035292	06/13/22	558.32	
592-540.000-740.000	OPERATING EXPENSE	EJ USA, INC.	PARTS FOR WATER REPAIR: VLV BOX TO	110220027437	06/13/22	361.82	
592-540.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	HYDRANT SAMPLING ADAPTER	972058	06/13/22	96.67	
			Total For Dept 540.000 WATER / REPAIR			2,181.01	
Dept 550.000 SEWER / REPAIR							
592-550.000-930.000	REPAIR MAINTENANCE	PLUMBER'S SERVICE	CABLED SANITARY LINE AT 335 S WARR	68553052322	06/13/22	216.00	
			Total For Dept 550.000 SEWER / REPAIR			216.00	
Dept 556.000 WATER							
592-556.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	PETRI DISH W/ PAD 600PK, LED TIMER	2303332, 243288	06/13/22	104.94	
592-556.000-740.000	OPERATING EXPENSE	METTLER-TOLEDO, LLC	PREVENTIVE MAINTENANCE, BASIC TEST	655055609	06/13/22	212.71	
592-556.000-740.000	OPERATING EXPENSE	NCL OF WISCONSIN, INC	PS-550, STEAROTHERM. AMPULES FOR A	470984	06/13/22	109.49	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER ANALYSIS	43488-228068	06/13/22	75.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER ANALYSIS	43488-228420	06/13/22	75.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER AND WW ANALYSIS	43488-227588	06/13/22	224.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER ANALYSIS	43488-228648	06/13/22	1,693.00	
592-556.000-740.000	OPERATING EXPENSE	PATRICK'S PLUMBING, I	BACKFLOW TESTING HYDRANT AT 376 DO	81685	06/13/22	200.00	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	979343	06/13/22	257.37	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	PIPET TIPS, 5.5 GAL LDPE CARBOY, R	951748	06/13/22	221.03	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	STERILE PETRI DISH (2), HACH FLUOR	958054	06/13/22	61.04	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL CO, NO.	GAS & DIESEL 4/18/22 - 5/9/22	7517923-IN	06/13/22	6,386.02	
592-556.000-860.000	GAS & OIL	NORTHERN TOOL & EQUIP	DIE GRINDER, DIE GRINDER EDGE (2),	50191942	06/13/22	64.61	
592-556.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	OIL ABSORBENT (6), OIL FILTER, OIL	8195209835198	06/13/22	27.81	
592-556.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BATTERY, CORE, COOLANT, GREASE	8195215446253	06/13/22	104.40	
592-556.000-863.000	VEHICLE MAINTENANCE	CRYSTAL FLASH	OIL DRUM	4324432.00	06/13/22	146.19	
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	SHOP TOOLS (PINS, INSTANT FTG, TUB	9309503784	06/13/22	135.67	

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Fund 592 WATER & SEWER						
Dept 556.000 WATER						
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	DRILL BITS: 13/32" X 10, 25/64" X	9309552573	06/13/22	11.20
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	MINI CUT OFF WHEEL 3" (24)	9309568054	06/13/22	39.07
592-556.000-863.000	VEHICLE MAINTENANCE	M-2 AUTO PARTS, INC.	BLEEDER KIT	766334	06/13/22	2.33
592-556.000-920.000	UTILITY EXPENSE	BADGER METER INC.	LTE SERVICE MAY 2022	80100128	06/13/22	602.97
592-556.000-931.000	BUILDING MAINTENANCE	BECKWAY DOOR	DOOR AND INSTALLATION AT WELLHOUSE	71163	06/13/22	2,298.25
592-556.000-931.000	BUILDING MAINTENANCE	BECKWAY DOOR	DOOR INSTALLATION AT WELLHOUSE	70998	06/13/22	2,298.25
592-556.000-972.000	CAPITAL OUTLAY	BADGER METER INC.	3/4" METER BODIES	1503876	06/13/22	5,710.14
Total For Dept 556.000 WATER						21,060.49
Dept 557.000 WASTEWATER						
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL,	WW ANALYSIS	0622-124249	06/13/22	88.00
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON CLEANING SUP	Z-FOLD TOWELS (2)	35246	06/13/22	89.27
592-557.000-740.000	OPERATING EXPENSE	CHEMTRADE CHEMICALS U	ALUMINUM SULFATE	93333692	06/13/22	5,364.73
592-557.000-740.000	OPERATING EXPENSE	DUBOIS CHEMICALS INC	POLYMER (4)	IN-2280762	06/13/22	5,261.62
592-557.000-740.000	OPERATING EXPENSE	DUBOIS CHEMICALS INC	POLYMER	IN-2285256	06/13/22	3,878.96
592-557.000-740.000	OPERATING EXPENSE	ENVIRONMENTAL RESOURC	WASTEWATER TESTING SAMPLES	004552	06/13/22	1,132.25
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	PETRI DISH W/ PAD 600PK, LED TIMER	2303332, 243288	06/13/22	170.18
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	SIGNS FOR FRONT GATE AT WWTP	9327880739	06/13/22	37.98
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	SIGN FOR WWTP	9337015177	06/13/22	20.52
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	HOOKUPWIRE (4)AND SEALANT	9326243707	06/13/22	424.38
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	CUTOFF WHEELS, EAR PLUGS, AND PIPE	9302874020	06/13/22	223.81
592-557.000-740.000	OPERATING EXPENSE	HACH COMPANY	AMMONIA TNT+ (5)	13047797	06/13/22	461.10
592-557.000-740.000	OPERATING EXPENSE	METTLER-TOLEDO, LLC	PREVENTIVE MAINTENANCE, BASIC TEST	655055609	06/13/22	212.70
592-557.000-740.000	OPERATING EXPENSE	NCL OF WISCONSIN, INC	PS-550, STEAROTHERM. AMPULES FOR A	470984	06/13/22	109.48
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER AND WW ANALYSIS	43488-227588	06/13/22	249.00
592-557.000-740.000	OPERATING EXPENSE	PATRICK'S PLUMBING, I	BACKFLOW TESTING HYDRANT AT WWTP	82272	06/13/22	200.00
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	PHOSPHORUS TNT + (4)	984609	06/13/22	335.88
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	979343	06/13/22	1,276.44
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	PIPET TIPS, 5.5 GAL LDPE CARBOY, R	951748	06/13/22	626.65
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	STERILE PETRI DISH (2), HACH FLUOR	958054	06/13/22	246.99
592-557.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK	PROFESSIONAL SERVICES FOR PERIOD E	0196678	06/13/22	677.60
592-557.000-802.000	CONTRACTUAL SVCS	CUMMINS SALES AND SER	GENERATOR SERVICE AGREEMENT	S6-88868	06/13/22	2,759.39
592-557.000-920.000	UTILITY EXPENSE	BADGER METER INC.	LTE SERVICE MAY 2022	80100128	06/13/22	602.98
592-557.000-972.000	CAPITAL OUTLAY	BADGER METER INC.	3/4" METER BODIES	1503876	06/13/22	5,710.13
Total For Dept 557.000 WASTEWATER						30,160.04
Total For Fund 592 WATER & SEWER						53,617.54

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Fund Totals:						
			Fund 101 GENERAL FUND			24,114.18
			Fund 202 MAJOR STREETS			894.40
			Fund 203 LOCAL STREETS			1,603.77
			Fund 209 CEMETERY			2,997.50
			Fund 401 CAPITAL IMPROVEMENTS			2,115.00
			Fund 592 WATER & SEWER			53,617.54
			Total For All Funds:			<hr/> 85,342.39

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

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Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
Bank 01 GEN FUND CHECKING						
05/12/2022	84629	4780	ABSOPURE WATER COMPANY	WATER	38.50	Cleared
05/12/2022	84630	9048	ADVANCED SAFE & LOCK	KEY CUT, RE-KEY LOCKS AT MCHATTIE, WO	308.00	Cleared
05/12/2022	84631	4295	AMAZON CAPITAL SERVICES	TONER CARTRIDGE, FLAG, COFFEE, TACKLE TOILET PAPER, TRASH BAGS, LYSOL	686.64 92.12	Cleared Cleared
					778.76	
05/12/2022	84632	5249	JEFF ARCHEY	REIMBURSEMENT OF PHONE CHARGER & LAPT	42.38	Open
05/12/2022	84633	2345	ATOMIC CLEANING SYSTEMS	RUPTURE DISC FOR POWER WASHER	71.00	Open
05/12/2022	84634	3935	CIB PLANNING	APRIL 2022 PLANNING CONSULTANT & PLAN	9,354.75	Cleared
05/12/2022	84635	4642	COMCAST	PHONE CHARGES FOR MAY 2022	903.87	Cleared
05/12/2022	84636	4741	COMCAST	CITY HALL FAX LINE 5/2/22 - 6/1/22	55.04	Cleared
05/12/2022	84637	3165	CONSUMERS ENERGY	GAS SERVICE 250 DOROTHY ST 4/1/22 - 5	76.07	Cleared
05/12/2022	84638	3165	CONSUMERS ENERGY	GAS SERVICE 300 DOROTHY ST 4/1/22 - 5	85.76	Cleared
05/12/2022	84639	3165	CONSUMERS ENERGY	GAS SERVICE MULTIPLE LOCATIONS 3/30/2	92.86	Cleared
05/12/2022	84640	3165	CONSUMERS ENERGY	GAS SERVICE MULTIPLE LOCATIONS 4/1/22	1,438.60	Cleared
05/12/2022	84641	0584	DTE ENERGY	ELECTRIC SERVICE MULTIPLE LOCATIONS 3	1,166.38	Cleared
05/12/2022	84642	0584	DTE ENERGY	ELECTRIC SERVICE 61577 11 MILE, 25678	598.43	Cleared
05/12/2022	84643	0584	DTE ENERGY	STREETLIGHTS	8,168.30	Cleared
05/12/2022	84644	4334	MICHAEL EHRESMAN	COUNCIL RECORDING	75.00	Cleared
05/12/2022	84645	3971	ELECTION SOURCE	ELECTION EQUIPMENT PRCT 5, BALLOT BAG	957.81	Cleared
05/12/2022	84646	3455	EMPLOYEE HEALTH INSURANCE MGMT	APRIL 2022 ADMINISTRATIVE & MEDICAL W	851.00	Cleared
05/12/2022	84647	3455	EMPLOYEE HEALTH INSURANCE MGMT	APRIL 2022 CLAIMS FUNDING	7,311.32	Cleared
05/12/2022	84648	4394	GREAT LAKES ACE HARDWARE	SHOP TOOL (DW 20V MAX BATT)	227.05	Open
05/12/2022	84649	4693	JUDITH M. MALINOWSKI	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATI	500.00	Cleared
05/12/2022	84650	4026	LB OFFICE PRODUCTS	DESK PAD AND STAPLE REMOVER	20.66	Cleared
05/12/2022	84651	1509	MARTIN'S DO IT BEST	APRIL 2022 STATEMENT	783.75	Cleared
05/12/2022	84652	1509	MARTIN'S DO IT BEST	APRIL 2022 STATEMENT	11.96	Cleared
05/12/2022	84653	1034	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS TRAILER PARK TAX APR	460.00	Open
05/12/2022	84654	0462	PETER'S TRUE VALUE HARDWARE	APRIL 2022 STATEMENT	2,304.58	Cleared
05/12/2022	84655	2018	QUALITY FIRST AID & SAFETY	TOILET PAPER AND PAPER TOWELS	506.93	Cleared
05/12/2022	84656	3948	RUSSELL DESIGN, INC.	MCHATIE PARK HISTORICAL VILLAGE	2,773.50	Cleared
05/12/2022	84657	5554	SALEM-SOUTH LYON DISTRICT	SAT. SHRED EVEN MAY 14, 2022	400.00	Cleared
05/12/2022	84658	4523	STATE OF MICHIGAN	RENEWAL FOR S-1 LICENSE - FRED DENTAI	95.00	Cleared
05/12/2022	84659	3100	STATE OF MICHIGAN**	AFIS ELECTRONIC SUBMISSIONS	821.75	Cleared
05/12/2022	84660	3596	THE UPS STORE	SHIPPING LAB EQUIPMENT	67.18	Cleared
05/12/2022	84661	3984	WOW! BUSINESS	PARK SECURITY MAY 2022	66.00	Cleared
05/12/2022	84662	0216	PLANTE & MORAN, PLLC	PROFESSIONAL SERVICES RENDERED FOR PR	364.00	Cleared
05/12/2022	84663	5893	SAFEBUILT, LLC LOCKBOX # 88135	PERMIT FEES	73,677.83	Cleared
05/12/2022	84664	4247	VERIZON WIRELESS	CELL SERVICE MAR 22 - APR 21	60.12	Cleared
05/19/2022	84665	4376	RED WING BUSINESS ADVANTAGE ACCOUN	SAFETY BOOTS (RON BROCK)	107.99	Cleared
05/19/2022	84666	4295	AMAZON CAPITAL SERVICES	MOP BUCKET COFFEE	49.55 112.68	Cleared Cleared
					162.23	

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05/19/2022	84667	3602	BLUE CROSS BLUE SHIELD OF MICH	INSURANCE PREMIUMS FOR JUNE 2022	43,067.83	Cleared
05/19/2022	84668	3602	BLUE CROSS BLUE SHIELD OF MICH	INSURANCE PREMIUMS FOR JUNE 2022	2,306.68	Cleared
05/19/2022	84669	5264	BUSCH'S	CREAMER, OLIVE OIL, PEPPER MILL, GARL FREEZER BAGS AND COFFEE	56.42 48.95	Open Open
					105.37	
05/19/2022	84670	3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION CASE # 17-57623-PJS	88.80	Cleared
05/19/2022	84671	3186	JAMES CIARAMITARO	REIMBURSEMENT FOR WATER TREATMENT PLA	140.00	Cleared
05/19/2022	84672	4315	COMMUNICATIONS TECHNOLOGIES, INC.	MONTHLY PHONE MAINTENANCE 5/20/22 - 6	85.00	Cleared
05/19/2022	84673	3165	CONSUMERS ENERGY	GAS SERVICE 215 WHIPPLE 4/1/22 - 5/2/	369.72	Cleared
05/19/2022	84674	4845	DONS FAB WORKS	BALANCE FOR BURN CHAMBER WINDOWS INST	825.00	Cleared
05/19/2022	84675	4431	GREATSTAFF SOLUTIONS, LLC	TEMP CLERK STAFFING A. SMITH FOR WEEK	1,237.50	Open
05/19/2022	84676	4410	GUARDIAN	JUNE 2022 INSURANCE PREMIUMS	9,848.94	Cleared
05/19/2022	84677	0557	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTION UNION DUES MAY 2022	170.00	Cleared
05/19/2022	84678	4276	KELLER THOMA	PROFESSIONAL SERVICES - GENERAL MATTE	142.50	Open
05/19/2022	84679	4851	TIM MCGILLEN	REIMBURSEMENT FOR EMT LICENSE RENEWAL	25.00	Cleared
05/19/2022	84680	0470	MISDU	PAYROLL DEDUCTION ID 912962522	291.26	Cleared
05/19/2022	84681	0470	MISDU	PAYROLL DEDUCTION ID 913616706	246.21	Cleared
05/19/2022	84682	4317	NEC FINANCIAL SERVICES, LLC	JUNE BILLING WW & DPW PHONE SYSTEM	177.81	Cleared
05/19/2022	84683	5845	OBSERVER & ECCENTRIC	EARTH DAY ADS	406.00	Cleared
05/19/2022	84684	0462	PETER'S TRUE VALUE HARDWARE	SCREW AND SHIMS	12.07	Cleared
				GARDEN HOSE AND KINKPROTEC EXTENSION	41.98	Cleared
				REPAIR TAPE	6.37	Cleared
				HOSE AND NOZZLE	80.98	Cleared
				HAY FOR TRAINING BURN CHAMBER	27.00	Cleared
				LOCKSET	23.98	Cleared
				COMMAND HOOKS	4.99	Cleared
				BALE OF STRAW	11.00	Cleared
					208.37	
05/19/2022	84685	1555	PURCHASE POWER	METER REFILL	445.00	Cleared
05/19/2022	84686	9065	ASCENSION MICHIGAN EMPLOYER SOL.	MCOLES AND DRUG SCREEN - TOKARSKY	202.00	Open
05/19/2022	84687	4779	QUICK SILVER MARKETING SOLUTIONS	WINDOW ENVELOPES #10 (3,000)	228.40	Cleared
05/19/2022	84688	2507	R.R.R.A.S.O.C.	APRIL 2022 HAZARDOUS WASTE APPOINTMEN	194.00	Cleared
05/19/2022	84689	3955	ROSATI, SCHULTZ, JOPPICH	PROFESSIONAL SERVICES RENDERED THROUG	1,846.00	Cleared
				PROFESSIONAL SERVICES RENDERED THROUG	4,335.00	Cleared
					6,181.00	
05/19/2022	84690	3009	SCHINDLER ELEVATOR CORP.	PRICE ADJUSTMENT - ELEVATOR MAINTENAN	65.94	Cleared
05/19/2022	84691	1586	SOUTH LYON COLLISION	REPAIRS TO 2016 FORD EXPLORER POLICE	5,197.05	Cleared
05/19/2022	84692	3596	THE UPS STORE	SHIPPING LAB EQUIPMENT	151.79	Open
				SHIP LAB EQUIPMENT	24.94	Open
					176.73	

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05/19/2022	84693	0062	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN # 301149 PAYROLL DED. 5	3,321.79	Cleared
05/19/2022	84694	3984	WOW! BUSINESS	CABLE TV SERVICE 5/6/22 - 6/5/22	54.97	Cleared
05/26/2022	84695	4780	ABSOPURE WATER COMPANY	WATER DELIVERY	51.50	Open
05/26/2022	84696	4556	ADVANCED WATER TREATMENT, INC.	40# SOLAR SALT (4)	64.00	Open
05/26/2022	84697	0375	ALLIE BROTHERS	DRESS UNIFORM	762.67	Open
05/26/2022	84698	4295	AMAZON CAPITAL SERVICES	CAR SEAT FOR CHILD TRANSPORT	74.99	Cleared
				SHARPS CONTAINER REFILLS (5)	75.05	Cleared
				CLEANING SUPPLIES FOR CITY HALL	23.99	Cleared
					<hr/>	
					174.03	
05/26/2022	84699	4856	ANDCO CONSULTING, LLC	CONSULTING FEE FOR REVIEW & UPDATING	3,000.00	Open
05/26/2022	84700	3740	CORY ARMSTRONG	TUITION REIMBURSEMENT FOR SPRING 2022	165.50	Open
05/26/2022	84701	5264	BUSCH'S	WATER FOR TRAINING	15.96	Open
05/26/2022	84702	0059	CITY OF NOVI TREASURER	DISPATCH CONTRACT SERVICE PERIOD 4/1/	36,397.00	Open
05/26/2022	84703	4642	COMCAST	ETHERNET INTERNET LINE SERVICE PERIOD	1,500.00	Open
05/26/2022	84704	3276	CUMMINS SALES & SERVICE	9 MILE LIFT STATION REPAIR	438.77	Cleared
05/26/2022	84705	4189	DANIEL PELCHAT	MONTHLY COUNCIL PAY MAY 2022	220.00	Cleared
05/26/2022	84706	4855	DOMAIN LISTINGS	ANNUAL WEBSITE DOMAIN LISTING 6/15/22	288.00	Open
05/26/2022	84707	3367	DONAHEE ENTERPRISES, INC.	PLANTERS & BASKETS FOR DOWNTOWN AREA	5,583.00	Cleared
05/26/2022	84708	4334	MICHAEL EHRESMAN	COUNCIL RECORDING MAY 23, 2022	75.00	Open
05/26/2022	84709	4431	GREATSTAFF SOLUTIONS, LLC	TEMPORARY STAFFING SERVICES AT CITY H	1,237.50	Cleared
05/26/2022	84710	4768	ALEX HANSEN	MONTHLY COUNCIL PAY	180.00	Cleared
				MONTHLY COUNCIL PAY MAY 2022	180.00	Cleared
					<hr/>	
					360.00	
05/26/2022	84711	2415	HURON VALLEY AMBULANCE. INC	BLOOD DRAW FOR SUSPECT	65.00	Cleared
05/26/2022	84712	4240	HURON VALLEY GUNS	UNIFORM (POLY SUPERSHIRT, JOB SHIRT Q	303.98	Open
05/26/2022	84713	2586	GLENN KIVELL	MONTHLY COUNCIL PAY MAY 2022	180.00	Open
05/26/2022	84714	4526	KR LOCKSMITH LLC	MCHATTIE PARK LOCK REPAIR FOR WELLHOU	105.00	Open
05/26/2022	84715	6114	MARGARET KURTZWEIL	MONTHLY COUNCIL PAY MAY 2022	180.00	Open
05/26/2022	84716	4026	LB OFFICE PRODUCTS	OFFICE SUPPLIES FOR CITY HALL	163.76	Cleared
05/26/2022	84717	4395	LISA DILG	MONTHLY COUNCIL PAY MAY 2022	180.00	Open
05/26/2022	84718	0156	MML WORKERS' COMP FUND	POLICY #5000790-22 PREMIUM FOR 7/1/20	35,403.00	Open
05/26/2022	84719	0436	LORI MOSIER	MONTHLY COUNCIL PAY MAY 2022	180.00	Open
05/26/2022	84720	0462	PETER'S TRUE VALUE HARDWARE	TOP SOIL	29.90	Open
				TOP SOIL AND GRASS SEED	63.87	Open
					<hr/>	
					93.77	
05/26/2022	84721	4779	QUICK SILVER MARKETING SOLUTIONS	APPROVED STICKERS FOR BUILDING DEPART	258.00	Open
05/26/2022	84722	2507	R.R.R.A.S.O.C.	APRIL 23, 2022 & MAY 7, 2022 HOUSEHOL	499.50	Cleared
05/26/2022	84723	4207	STEPHEN KENNEDY	MONTHLY COUNCIL PAY MAY 2022	180.00	Open
05/26/2022	84724	4684	TIM BURKE	WOOD REPLACEMENT, PAINTING @ DEPOT; G	1,350.00	Open
05/26/2022	84725	4519	TRUGREEN PROCESSING CENTER	LAWN SERVICE MCHATTIE PARK	51.32	Open
05/26/2022	84726	3984	WOW! BUSINESS	520 ADA SERVICE PERIOD 5/6/2022 - 6/0	417.85	Open
06/02/2022	84727	0561	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION UNION DUES JUNE 202	637.50	Open

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Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
06/02/2022	84728	4859	ALEXANDER'S FARM MARKET	PLANTS FOR POCKET PARK	110.67	Open
06/02/2022	84729	4295	AMAZON CAPITAL SERVICES	BATTERIES	19.93	Open
				COLLAR INSIGNIA (3), GLOVE STRAPS, FI	124.68	Open
				GRANOLA BARS	19.85	Open
				MULTIFOLD TOWELS (2)	54.30	Open
				HELMET LIGHT	124.99	Open
				OFFICE RECYCLE BIN	49.93	Open
					<u>393.68</u>	
06/02/2022	84730	4068	AT&T	PHONE LINES AT NOVI PD	129.41	Open
06/02/2022	84731	5374	AT&T MOBILITY	SERVICE PERIOD APR 20 - MAY 19	461.95	Open
06/02/2022	84732	0364	BAAKI DOUGLAS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84733	0708	AUDRA BAKER	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84734	1110	JARED BAKER	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84735	3219	RONALD BARBOUR	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84736	3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION CASE # 17-57623-PJS	88.80	Open
06/02/2022	84737	5940	CYNTHIE CONRAD	REIMBURSEMENT FOR GREAT LAKES H.O.T.	101.48	Open
06/02/2022	84738	4277	CONWAY SHIELD	HELMET SHIELD	191.03	Open
				HELMET SHIELD	191.03	Open
					<u>382.06</u>	
06/02/2022	84739	4602	JOSEPH CZAPSKI	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84740	0584	DTE ENERGY	ELECTRIC SERVICE 200 DOROTHY ST 4/20/	22.02	Open
06/02/2022	84741	0584	DTE ENERGY	ELECTRIC SERVICE 300 DOROTHY ST 4/23/	74.22	Open
06/02/2022	84742	0584	DTE ENERGY	ELECTRIC SERVICE 4/23/22 - 5/23/22	2,856.73	Open
06/02/2022	84743	4680	EVERBRIDGE INC.	NIXLE ENGAGE SUBSCRIPTION SERVICE JUL	2,970.00	Open
06/02/2022	84744	4858	FAGIN FAMILY REAL ESTATE	REFUND DUE FOR ESCROW BOND FOR REVIEW	8,176.74	Open
06/02/2022	84745	1633	CHRISTOPHER FAUGHT	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84746	4122	GFL ENVIRONMENTAL USA	DUMPSTER & RECYCLING JUNE 2022	1,338.26	Open
06/02/2022	84747	2598	GRAINGER	GARDEN HOSE ADAPTER	4.69	Open
06/02/2022	84748	4431	GREATSTAFF SOLUTIONS, LLC	TEMP STAFFING - CLERK'S OFFICE-CITY H	1,237.50	Open
06/02/2022	84749	2545	SEAN S. HOYDIC	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84750	4240	HURON VALLEY GUNS	SHIRT	59.99	Open
06/02/2022	84751	4319	JAKE JACOBS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84752	9834	WOODROW MATNEY	CUSTODIAL SERVICES @ DEPOT 4/4/22 - 5	684.00	Open
06/02/2022	84753	4212	MICHIGAN DOWNTOWN ASSOCIATION	MDA WEBINAR SERIES & SUMMER WORKSHOP	235.00	Open
06/02/2022	84754	0470	MISDU	PAYROLL DEDUCTION ID 913616706	246.21	Open
06/02/2022	84755	0470	MISDU	PAYROLL DEDUCTION ID 912962522	291.26	Open
06/02/2022	84756	4857	PITNEY BOWES GLOBAL FIN'L SVCS. LL	POSTAGE METER BILLING PERIOD 3/30/22	682.62	Open
06/02/2022	84757	4719	PNC BANK	BUSINESS CARD STATEMENT ENDING 5/19/2	3,379.33	Open
06/02/2022	84758	5141	POLICE OFFICERS ASSOC. OF MICHIGAN	PAYROLL DEDUCTION UNION DUES JUNE 202	631.98	Open
06/02/2022	84759	0559	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION UNION DUES JUNE 202	301.50	Open
06/02/2022	84760	9065	ASCENSION MICHIGAN EMPLOYER SOL.	NIDA & CHAIN OF CUSTODY MDOT SCREENIN	144.00	Open
06/02/2022	84761	4779	QUICK SILVER MARKETING SOLUTIONS	TIME OFF REQ FORMS (500)	127.00	Open
06/02/2022	84762	2507	R.R.R.A.S.O.C.	MAY 21 HAZARDOUS WASTE EVENT	610.50	Open
06/02/2022	84763	1634	TIMOTHY RAAP	OFFICER'S UNIFORM ALLOWANCE	375.00	Open

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Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
06/02/2022	84764	4842	DIANA REGAN	FARMERS MARKET MANAGER WAGES APRIL&MA	1,780.00	Open
06/02/2022	84765	0213	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SIGNAL MAINTENANCE APRIL 2022	201.55	Open
06/02/2022	84766	4291	JONATHAN SCHNEEMANN	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84767	0236	CHRISTOPHER SEDERLUND	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84768	2405	CHRISTOPHER SOVIK	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84769	0831	TONY SROUFE	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84770	9800	TRAVIS STEVENS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84771	0768	JOHN TOMANEK	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84772	3675	TOSHIBA FINANCIAL SERVICES	COPIER CONTRACT 5/15/22 - 6/15/22	118.32	Open
06/02/2022	84773	3675	TOSHIBA FINANCIAL SERVICES	COPIER CONTRACT 5/16/22 - 6/16/22	96.97	Open
06/02/2022	84774	3675	TOSHIBA FINANCIAL SERVICES	CONTRACT PERIOD 5/15/22 - 6/15/22	1,454.67	Open
06/02/2022	84775	0062	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN # 301149 PAYROLL DED. 5	3,505.98	Open
06/02/2022	84776	4547	VENUE SOUTH LYON	LADIES NIGHT OUT GOODIE BAGS 5/6/2022	2,125.00	Open
06/02/2022	84777	1211	TIMOTHY WALTON	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
06/02/2022	84778	3984	WOW! BUSINESS	CABLE SERVICE 5/16/22 - 6/15/22	12.12	Open
06/09/2022	84779	4612	ALL AMERICAN TREE SERVICE, INC.	TREE REMOVAL & GRIND STUMP 931 OAK CR	750.00	Open
06/09/2022	84780	4295	AMAZON CAPITAL SERVICES	WIRELESS MOUSE (2)	23.90	Open
				DOOR CLOSE MAGNET	23.89	Open
				MOUSE PAD	14.99	Open
					<u>62.78</u>	
06/09/2022	84781	5264	BUSCH'S	GLAD, LAUNDRY DETERGENT, EVOO, WATER	132.17	Open
				PAPER PLATES, TEA, CREAMER, COFFEE	77.02	Open
					<u>209.19</u>	
06/09/2022	84782	3727	CSC	SECURITY SYSTEM REPAIR SERVICE 5/14/2	570.00	Open
				SECURITY SYSTEM REPAIR SERVICE MAY 20	240.00	Open
					<u>810.00</u>	
06/09/2022	84783	3165	CONSUMERS ENERGY	GAS SERVICE 250 DOROTHY ST 5/3/22 - 6	15.00	Open
06/09/2022	84784	3165	CONSUMERS ENERGY	GAS SERVICE 300 DOROTHY ST 5/3/22 - 6	22.25	Open
06/09/2022	84785	3165	CONSUMERS ENERGY	GAS SERVICE 797 N MILL AND 1098 SHETL	32.07	Open
06/09/2022	84786	0584	DTE ENERGY	ELECTRIC SERVICE VARIOUS LOCATIONS 4/	276.65	Open
06/09/2022	84787	0584	DTE ENERGY	ELECTRIC SERVICE 219 WHIPPLE AND 214	576.76	Open
06/09/2022	84788	0584	DTE ENERGY	ELECTRIC SERVICE 215 WHIPPLE 4/23/22	463.24	Open
06/09/2022	84789	0584	DTE ENERGY	ELECTRIC SERVICE 23500 DIXBORO 4/26/2	15,559.92	Open
06/09/2022	84790	0584	DTE ENERGY	STREETLIGHTS MAY 2022	8,100.07	Open
06/09/2022	84791	0584	DTE ENERGY	ELECTRIC SERVICE - VARIOUS LOCATIONS	1,573.12	Open
06/09/2022	84792	3455	EMPLOYEE HEALTH INSURANCE MGMT	MAY 2022 ADMINISTRATIVE AND MEDICAL W	851.00	Open
06/09/2022	84793	4274	FIRE STATION CHECKLIST	APP SERVICE MONTHLY SUBSCRIPTION	100.00	Open
06/09/2022	84794	0109	GALLAGHER FIRE EQUIPT.CO.	ANNUAL INSPECTION/REPLACE 2 FIRE EXTI	313.12	Open
06/09/2022	84795	4469	GFL ENVIRONMENTAL USA	DUMPSTER & RECYCLING JUNE 2022	47,699.80	Open
06/09/2022	84796	4431	GREATSTAFF SOLUTIONS, LLC	TEMPORARY STAFFING FOR CLERK OFFICE/C	990.00	Open
06/09/2022	84797	4240	HURON VALLEY GUNS	SHIRT	59.99	Open
06/09/2022	84798	4276	KELLER THOMA	GENERAL MATTERS - ATTORNEY	85.50	Open

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Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
06/09/2022	84799	4026	LB OFFICE PRODUCTS	GEL PENS	27.82	Open
06/09/2022	84800	4732	NATHAN MACK	MILEAGE FOR MDA SUMMER WORKSHOP JUNE	287.82	Open
06/09/2022	84801	1509	MARTIN'S DO IT BEST	LIGHT BULBS FOR CITY HALL	35.96	Open
				SUPPLIES FOR REPAIRS TO DEPOT BLDGS.	20.65	Open
				MAY 2022 STATEMENT	2,178.45	Open
					<u>2,235.06</u>	
06/09/2022	84802	4246	MCW PARTNERS, LLC	COOLER RENTAL	135.00	Open
06/09/2022	84803	3660	MUNETRIX, LLC	LEVEL 3 MUNICIPAL LICENSE RENEWAL TRA	2,984.00	Open
06/09/2022	84804	3759	OAKLAND COUNTY MEDICAL CONTROL	WEBSITE SUPPORT	75.00	Open
06/09/2022	84805	0462	PETER'S TRUE VALUE HARDWARE	SHARPIES (3)	12.87	Open
				MAY 2022 STATEMENT	2,730.97	Open
					<u>2,743.84</u>	
06/09/2022	84806	0216	PLANTE & MORAN, PLLC	PROF. SERVICES RENDERED INTERIM AUDIT	3,500.00	Open
06/09/2022	84807	5640	QUALITY FIRE SERVICES	ANNUAL INSPECTIONS OF FIRE EXTINGUISH	1,167.40	Open
06/09/2022	84808	3100	STATE OF MICHIGAN**	AFIS SUBMISSIONS	865.00	Open
06/09/2022	84809	4547	VENUE SOUTH LYON	LADIES NIGHT OUT FLYERS & POSTCARDS M	238.00	Open
06/09/2022	84810	4247	VERIZON WIRELESS	CELL SERVICE APR 22 - MAY 21	60.12	Open
06/09/2022	84811	3720	W4 SIGNS	DIBOND SIGN	89.00	Open
06/09/2022	84812	3984	WOW! BUSINESS	INTERNET AND PHONE SERVICE 300 DOROTH	141.26	Open
06/09/2022	84813	3984	WOW! BUSINESS	CABLE TV AND INTERNET 5/27/22 - 6/26/	161.81	Open
06/09/2022	84814	3984	WOW! BUSINESS	PHONE AND INTERNET SERVICE 23500 N DI	197.63	Open
06/09/2022	84815	3165	CONSUMERS ENERGY	GAS SERVICE 530 ADA, 447, AMELIA, 376	602.96	Open
06/09/2022	84816	0584	DTE ENERGY	ELECTRIC SERVICE 376 DOROTHY 4/26/22	8,213.19	Open
06/09/2022	84817	4741	COMCAST	PHONE SERVICE PERIOD 5/27/22 - 6/26/2	91.52	Open
01 TOTALS:						
Total of 189 Checks:					425,577.94	
Less 0 Void Checks:					0.00	
Total of 189 Disbursements:					<u>425,577.94</u>	

May 2022 Payroll Reports

Department		Total Pay
Administration	\$	37,632.81
Cemetery	\$	4,990.44
Police	\$	120,898.30
Fire	\$	32,216.19
D.P.W.	\$	54,948.91
Water & Wastewater	\$	44,775.09
Total Wages	\$	295,461.74

**Please note 2 pay periods in the month of May 2022*

AGENDA NOTE

Consent Agenda: Item # 1

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Dorothy Street Block Party.

EXPLANATION OF TOPIC: Coordinator Ms. Kasey Hill is requesting a road closure on Dorothy Street from the intersection of McMunn Street, west to 412 Dorothy Street. Addresses effected on Dorothy Street are 412, 411, 405, and 401. This portion of Dorothy Street would be blocked off during the event scheduled for June 17th from 1:00 PM to 10:00 PM.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Event Application, Hold Harmless Agreement, Road Closure Map and signatures from all residents who are effected by the road closure.

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

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Dorothy Street block party which would close the road on Dorothy Street from the intersection of McMunn Street to 412 Dorothy Street, on June 17 2022, from 1:00 PM to 10:00 PM.



South Lyon Police Department

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

BLOCK PARTY APPLICATION

Date Application Submitted: 5/17/22

Requested Block-off Date: June 17, 2022

Applicant / Contact's Name: Kasey Hill

PH #: [REDACTED]

Applicant Address: [REDACTED]

Block-off Time: 1 pm

Block-off removal Time: 10 pm

Street Names to be blocked off: Starting at stop sign intersection of
Dorothy + McMurran Streets + ending at 411 + 412 Dorothy
Streets

Addresses blocked off 401, 405, 411, 412 Dorothy + 690 McMurran
(Driveways)

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

Diesburg [REDACTED] South Lyon, MI 48178

Hill [REDACTED]

Thompson [REDACTED]

Bartlett [REDACTED]

Belanger [REDACTED]

Duncan [REDACTED]

Hester [REDACTED]

Gearhart [REDACTED]

Mills [REDACTED]

Gurnick [REDACTED]

2.) Attach a sheet of paper with SIGNATURES and ADDRESSES of all residents agreeing to the Block Party. ON BACK →

Kasey Hill 5/17/22
Applicant's Signature and Date

APPROVED [✓] DENIED []

Chief Christopher S. [Signature]
Chief Christopher S.

Sarah Belanger

~~401 Dorothy St.~~ S. Lyon
~~24~~ SL Big

Jessica Gearhart

~~405 Dorothy Street~~ South Lyon
Jessica Mitt

Pam Mills

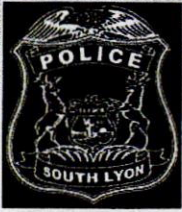
~~411 Dorothy~~ PG Mills

~~John Hester~~

~~421 Dorothy~~ John Hester

~~isley Gurnick~~

~~410 Dorothy~~ Ty Gurnick



South Lyon Police Department

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

Hold Harmless

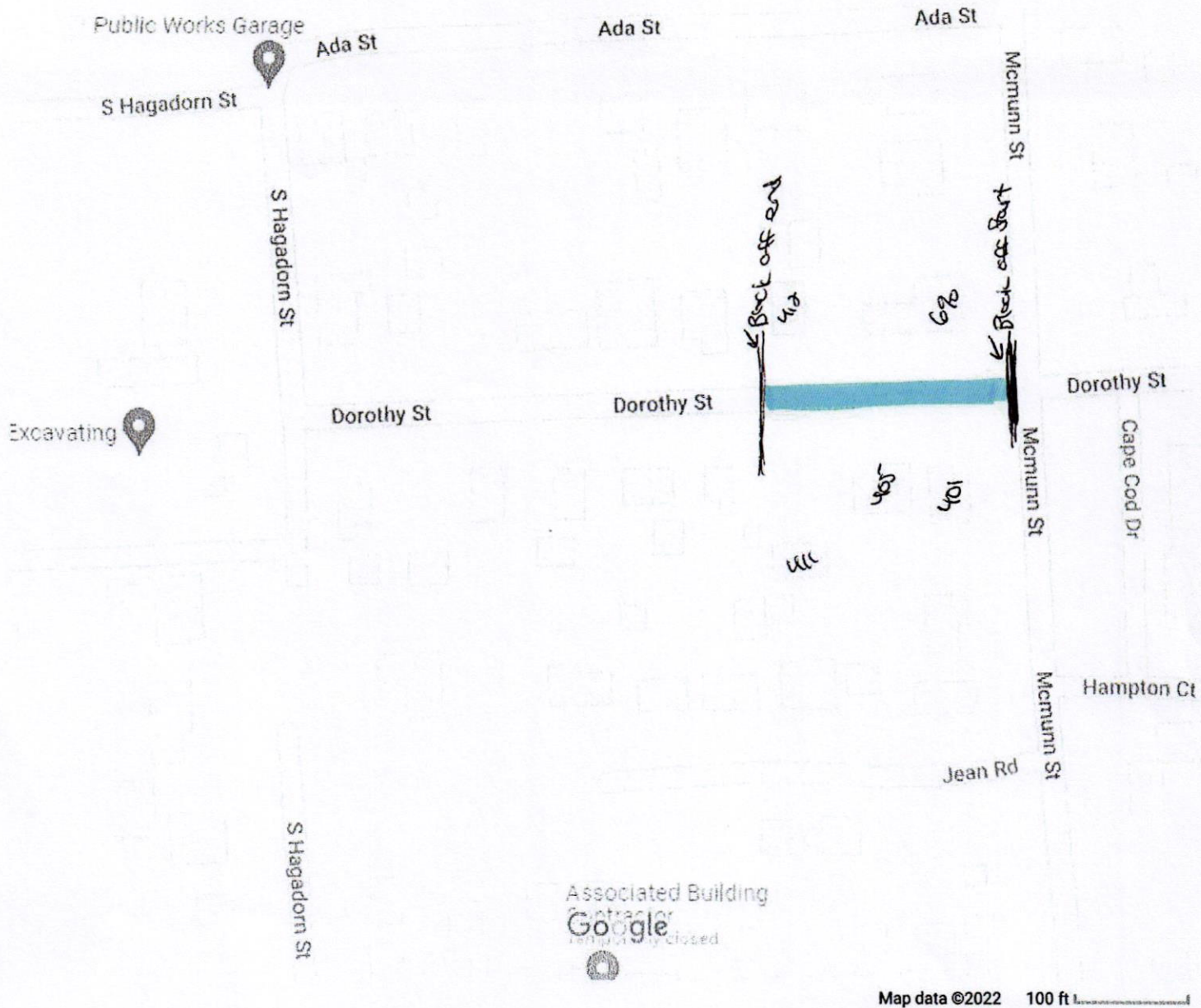
To the fullest extent permitted by law the Kasey Hill
(Name of applicant/organization)

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

Kasey Hill
Signature

5/19/22
Date

Google Maps



AGENDA NOTE

Consent Agenda: Item # 2

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Pumpkinfest 2022 – Downtown Road Closures

EXPLANATION OF TOPIC: A request was received for a permit for the Pumpkinfest Downtown Event and associated road closures planned for Friday, September 23, 2022 at 12:00 p.m. until Sunday, September 25, 2018 at 8:00 p.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Intent to insure document, hold harmless, event schedule, event map, road closure resolution, FD event approval

POSSIBLE COURSES OF ACTION: Approve/do not approve the requested road closures.

SUGGESTED MOTION:

Motion by _____, supported by _____

Resolved that Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Pumpkinfest Downtown Event from September 23, 2022 until September 25, 2022 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 12:00 p.m. on September 23, 2022 until 8:00 p.m. on September 25, 2022; and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued. Additionally, West Liberty Street closure between South Lafayette and Washington Street to be closed from 12:00 p.m. on September 23, 2022 until 8:00 p.m. on September 25, 2022



South Lyon Police Department

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

Parade/Event Application

Date(s) of Event: Sept. 23-25, 2022

Applicant's Name: Kathleen Swan

Ph#: [REDACTED]

Applicant's Address: P.O. Box 696 South Lyon MI 48178

Name of Event: Pumpkinfest 2022

Business/Organization Name: South Lyon Area Pumpkinfest

Business Address: P.O. Box 696 South Lyon MI 48178

Business Phone Number: [REDACTED]

President/CEO Responsible for Event: Kathleen Swan

Ph#: 248.533.6549

Event Start Date and Time: Sept. 23, 2022 12:00 (PM)

Event End Date and Time: Sept. 25, 2022 8:00 (PM)

Approximate number of persons attending: 7-10,000 approx

Approximate number and types of vehicles: N/A

Approximate number and types of animals: N/A

Amount of space maintained between all units in parade: _____

Route to be traveled (Include Street Names and turning directions) or area to be utilized:

****Please attach a map of the area and/or route that will be utilized during the event****

See attached

Kathleen Swan 5-12-22
Applicants Signature and Date

Kathleen Swan 5-12-22
Responsible Party's Signature and Date

☒ PD ☒ FD ☒ DPW ☒ City Hall

Chief Christopher Sovik 4/2/22
Chief Christopher Sovik Date



MEMO

DATE: May 11, 2022
TO: City of South Lyon City Council
FROM: Pumpkinfest of the South Lyon
Area RE: Hold Harmless Clause
Pumpkinfest of the South Lyon Area Festival
September 23, 24 & 25, 2022

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

Kathy Swan

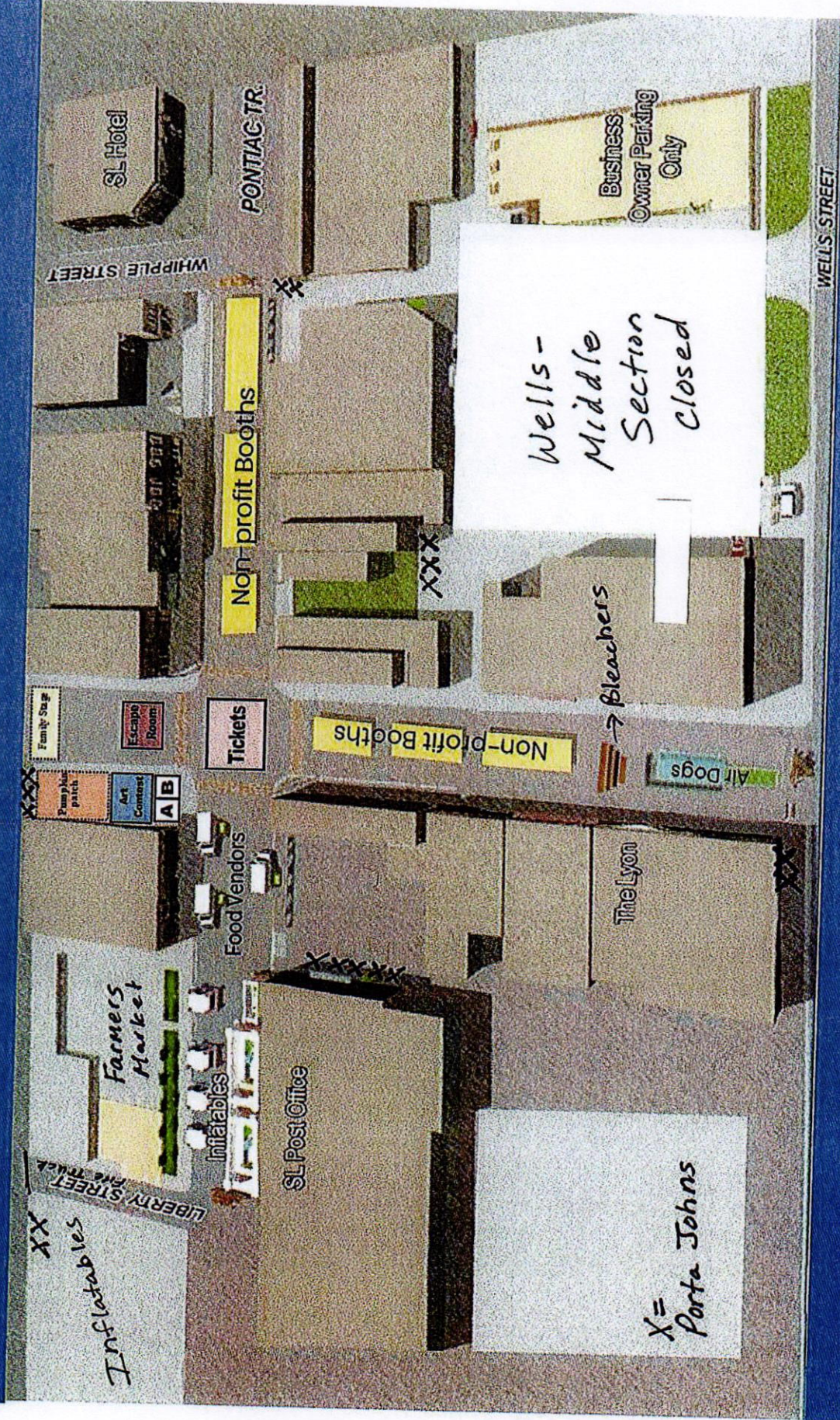
5-11-22

Kathy Swan, President
On behalf of the Pumpkinfest of the South Lyon Area Committee

Date

Pumpkinfest of the South Lyon Area
P.O. Box 696, South Lyon, Michigan 48178
www.southlyonpumpkinfest.com

The South Lyon Area Pumpkinfest 2022





2022 Pumpkinfest of the South Lyon Area
Festival Emergency Plan and Festival Information

Festival Dates and Times

9/23/2022 Setup- Downtown

12p -7p Downtown SL Street closure and setup

9/24/2022 Festival open 10a -7p

9/25/2022 Festival open 11a -6p

6-8p Breakdown and Cleanup

Festival Location

Downtown SL, Wells Parking lot and City lot (NE corner of Liberty St to Washington St)

Expected Attendance

20,000 over 2 days

Rain date

None

Festival Schedule

9/24/2022 10a-7pm Booths, food trucks, kid activities, Air Dogs

9/25/2022 11a-6pm Booths, food trucks, kid activities, Air Dogs

6-8p- Festival cleanup and street reopening

On-site Event coordinators

Kathy Swan 248.533.6549

Lori Mosier 248.921.9356

Shelley Oliveria 248.719.3298

Evacuation

As advised by the City of South Lyon Officials. PA system at center of town for addressing crowds.

Shelter Location

Fire Station (Whipple Street)

Event Staff

Identified with volunteer Pumpkinfest shirts and lanyards
Point of contact- see list above

Event Cancellation

As advised by City Officials and the Health Dept.

Medical Personnel

HVA and SLFD will be notified of the event and expected attendance
Both groups will be offered on-site spots during the event

Missing Person

Notify 911- follow instructions from 911



Shinberg-LTB Agency

ACRISURE[®] AGENCY PARTNER

April 7, 2022

Kathy Swan
Pumpkinfest of the South Lyon Area
PO Box 696
South Lyon, MI 48178

**RE: Special Event Liability Coverage
Policy Period September 23-25, 2022**

Dear Ms. Swan,

This letter is to confirm our intention to provide insurance coverage for the Pumpkinfest of the South Lyon Area. Due to underwriting requirements, we are not able to provide a bindable quote or issue a subsequent policy until approximately 60 days prior to the event.

Our office has submitted the application for the 2022 Festival to West Bend Mutual Insurance Company. The insurance carrier has noted that they can offer an initial premium indication of \$1,270 for limits of \$1,000,000 per Occurrence / \$2,000,000 General Aggregate.

60 days prior to the event, we can resubmit your completed application for a bindable quote. Thank you for choosing the Shinberg-LTB Agency for your Special Event coverage. We appreciate the opportunity to provide the policy and look forward to working with you on the festival!

Sincerely,

Kim Smith

Kim Smith, AAI, CISR
Commercial Risk Manager, Licensed Agent
(517) 913-2924
ksmith@sltbagency.com



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178

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

www.southlyonfire.com

May 17, 2022

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

RE: Pumpkinfest
South Lyon, MI 48178

The South Lyon Fire Department is conducting an event review for the upcoming Pumpkinfest. The proposed plan is requesting road closure of Pontiac Trail between Liberty Street and Whipple Street. The plan is also requesting road closure of Lake Street between Wells Street and the existing alley adjacent to Norm's. Booths for local vendors will be set up along East Lake Street, as well as North Lafayette. Food vendors and Inflatables will be set up on South Lafayette. The Air Dogs show will take place on East Lake Street. A family stage will be set up on West Lake Street for entertainment, as well as an escape room tent. The event is also requesting road closure of West Liberty and the use of the parking lot to the south of West Liberty Street for inflatables. The fire truck is requested to be staged on West Liberty Street. The event is proposed to take place from 12 pm on September 23 through 8 pm on September 25. The approximate number of persons expected to attend is estimated to be between 7,000 and 10,000.

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

1. Fire access lanes 20 feet in width shall be maintained down each display street
2. Designated fire lanes shall remain unobstructed to allow for passage of fire, medical, police apparatus and vehicles, as well as patrons.
3. The authority of the Fire Department shall ensure compliance of fire and life safety codes
4. All tents shall be constructed of flame-resistant materials. A certificate executed by an approved testing laboratory shall be submitted to the fire inspector, certifying that the tent is composed of material meeting the flame propagation performance criteria as defined by NFPA 701. The tent shall have a permanently affixed label bearing the identification of size and fabric or material type
5. Electrical wiring shall be in conformance with Article 305 of NFPA 70 and the International Fire Code (IFC) 2015 edition, and in good working condition
6. Fire hydrants shall not be obstructed and be accessible at all times
7. Sidewalks adjacent to the street display areas shall not be obstructed so as to allow unobstructed pedestrian traffic flow



SOUTH LYON FIRE DEPARTMENT

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8. Required exits shall be maintained at each of the barricade points at the end of each street, to allow for the free passage of guests during the regular operating hours, and in the event of an emergency
9. Exit discharge points beyond the barricades shall be maintained to allow guests a safe passage to an area of refuge
10. If the site safety manager or Police or Fire authority determine that the event area becomes unsafe due to overcrowding, then the points of ingress into the display area shall be monitored to prevent patrons from entering the display area until such time the overcrowding is reduced to a safe level
11. Hay, straw, shavings or similar combustible materials shall not be located within any tent. The areas within and adjacent to the tent shall be maintained clear of all combustible materials that could create a fire hazard within 20 feet of the tent.
12. Relating to mobile concession vehicles:
 1. Mobile food trucks shall have a clearance of at least 10 feet from any building, structure, vehicle, and combustible material
 2. Generators used to power mobile cooking operations shall be separated from the mobile vehicle by a distance of at least 10 feet, with the exhaust in a position pointed away from any building and any cooking operation
 3. Vehicle-mounted generators shall meet the requirements of NFPA 96 section 17.6
 4. Generators shall be isolated from physical contact by the installation of physical guards, fencing, or an enclosure
 5. Ensure that the refueling of generators is only conducted during non-operating hours, and the engine is cool to the touch
 6. Cooking equipment that produces grease-laden vapors shall be protected by an automatic fire extinguishing system for the protection of grease removal devices, hood exhaust plenums, and exhaust duct systems
 7. Portable fire extinguishers shall be selected and installed in accordance with NFPA 96 section 11.7 and NFPA 10
 8. At least one worker per food truck shall be trained in emergency response procedures specific to their truck, including the following.
 - i. Proper use of portable fire extinguishers and extinguishing systems
 - ii. Proper method of shutting off fuel sources
 - iii. Proper procedure for notifying the local fire department
 - iv. Refueling generators and LP-gas container change-out
 - v. Proper procedure for how to perform simple leak test on gas connections
 9. Each food truck is subject to an inspection by the Fire Inspector prior to the start of the festival



SOUTH LYON FIRE DEPARTMENT

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

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

Respectfully,

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

Motion by _____, supported by _____

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Pumpkinfest Downtown Event from September 23, 2022 until September 25, 2022 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 12:00 p.m. on September 23, 2022 until 8:00 p.m. on September 25, 2022;

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of June 13, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton
City Clerk/Treasurer

AGENDA NOTE

Consent Agenda: Item # 3

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: 2022 Pumpkinfest Parade

EXPLANATION OF TOPIC: A request was received for a permit for the Pumpkinfest Parade and associated road closures planned for September 24, 2022 from 10:00 a.m. to 12:00 p.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Parade application, map, Intent to Insure Document, Road Closure Approval form, staging maps and instructions

POSSIBLE COURSES OF ACTION: Approve/do not approve the requested road closure.

SUGGESTED MOTION: Motion by _____, supported by _____ Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permit to conduct the Pumpkinfest Parade on September 24, 2022 at 10:00 a.m. and the related street closures: Nine Mile Road (Centennial Middle School) to Pontiac Trail to McHattie Street to McMunn Street. And that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend, and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

APPROVAL OF ROAD CLOSURES-

Motion by _____, supported by _____

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permit to conduct the Pumpkinfest Parade on September 24, 2022 at 10:00 a.m. and the related street closures: Nine Mile Road (Centennial Middle School) to Pontiac Trail to McHattie Street.

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

VOTE:

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of June 13, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton
City Clerk/Treasurer



South Lyon Police Department

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

Parade/Event Application

Date(s) of Event: Sept. 24, 2022

Applicant's Name: Kathleen Swan

Ph#: 248.533.6549

Applicant's Address: 44 Woodland Dr Northville MI 48162

Name of Event: South Lyon Area Pumpkinfest Parade

Business/Organization Name: Same

Business Address: P.O. Box 696 SL MI 48178

Business Phone Number: 248.533.6549

President/CEO Responsible for Event: Kathleen Swan Ph#: 248.533.6549

Event Start Date and Time: Sept. 24 10:00 (AM/PM) (See map for Staging hrs)

Event End Date and Time: Sept. 24 12:00 AM (PM)

Approximate number of persons attending: 700-1000 participants

Approximate number and types of vehicles: 40 approx

Approximate number and types of animals: 4-6 Horses & Dogs

Amount of space maintained between all units in parade: 20 ft

Route to be traveled (Include Street Names and turning directions) or area to be utilized:

****Please attach a map of the area and/or route that will be utilized during the event****

*See maps

Kathleen Swan 5-11-22
Applicants Signature and Date

Kathleen Swan 5-11-22
Responsible Party's Signature and Date

☒ PD ☒ FD ☒ DPW ☒ City Hall

Chief Christopher Souk 6/2/22
Chief Christopher Souk Date



South Lyon Police Department

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

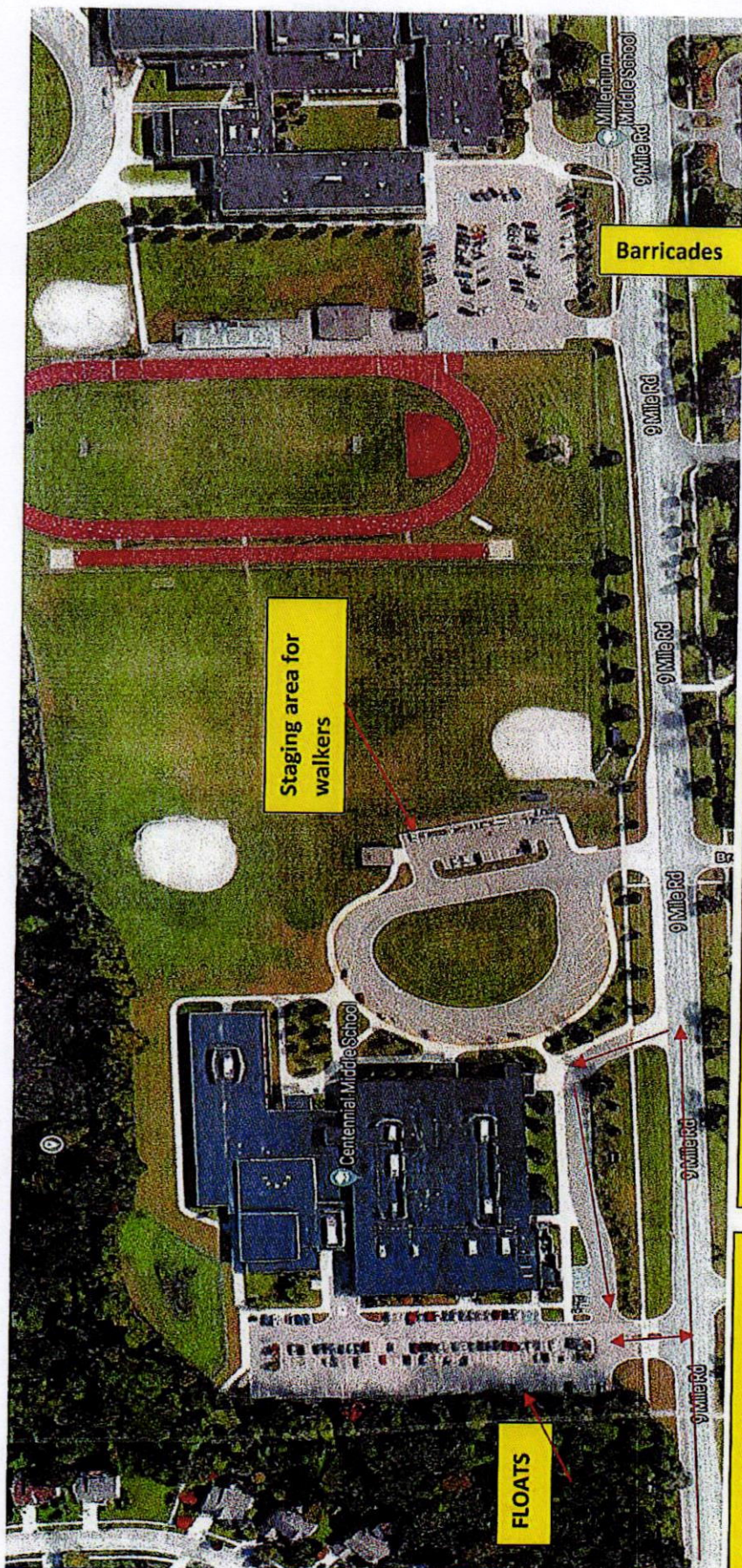
Hold Harmless

To the fullest extent permitted by law the Kathleen Swan, President
South Lyon Area Pumpkinfest
(Name of applicant/organization)

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

Kathleen Swan
Signature

5-11-22
Date



SL PUMPKINFEST PARADE **Sept. 24, 2022** **10:00 am**

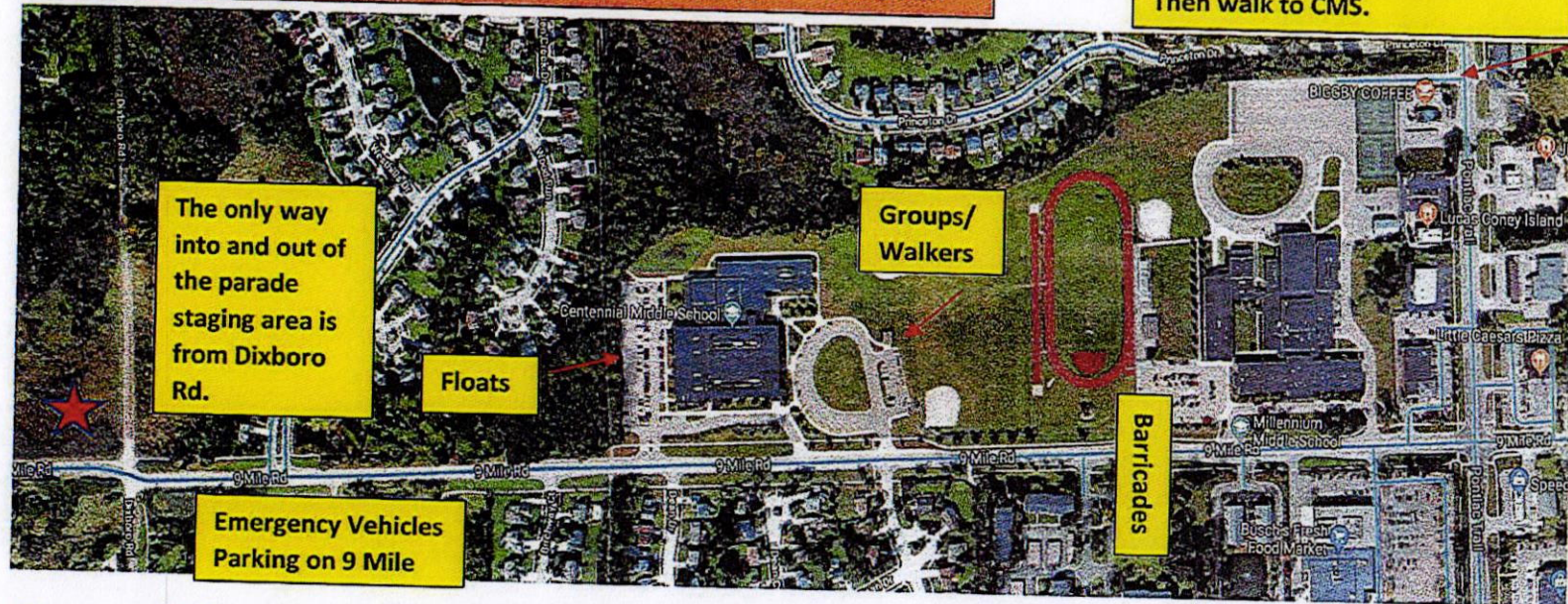
Float Staging begins at 7:30 am; Walkers and other groups at 8:30 am

All Parade attendees need to be lined up by 9:15 am.

Parade Route- East on 9 mile from CMS, North on Pontiac Trail, West on McHattie St., to McMunn St. (dispersing from there).

SL PUMPKINFEST PARADE Sept. 24, 2022
STAGING BEGINS AT 7:30 AM FOR FLOATS; WALKERS AT 8:30 AM.
EVERYONE MUST BE IN LINE BY 9:15 AM. PARADE BEGINS AT 10:00 AM

Parking Suggestion- behind MMS
off PT. OR Busch's Parking Lot.
Then walk to CMS.



Road Closed
at PT and 9
mile at 9:30
am. Residents
that live off of
9 mile, may
enter to reach
their homes
with Police
Dept.
permission.
No access at
all for anyone,
from 9:30am
to 11:00 am.

Drop off for the Parade is **ONLY from Dixboro Rd; you will enter onto 9 mile from Dixboro Rd. No entrance from Pontiac Trail (PT) will be allowed; PT will be blocked at the corner of 9 mile and PT. (The only vehicles that can enter from PT and 9 mile, is residents that live off 9 mile between PT and Dixboro and Emergency vehicles).**

- * Floats will stage in the parking lot west of Centennial MS.**
- * Groups (Bands, Scouts, Walkers with no float) will be dropped off in the front loop and proceed back to Dixboro Rd. Groups will be staged over in the large bus loop east of CMS.**
- * Emergency Vehicles will stage on 9 mile, just west of CMS.**



PARADE ROUTE 2022

Parade kickoffs at CMS, going east on 9 mile.

Then North on Pontiac Trail to Mc Hattie St.

West on McHattie St. to McMunn St.

Floats dispersing east on McMunn.

Walkers waiting in MST parking lot for pickup.

Layout for the end of the SL Pfest Parade- 2022.

As parade participants and/or floats travel down Pontiac Trail from 9 mile going NORTH, then making a LEFT on McHattie, down to McMunn. At this point, the parade will turn SOUTH on McMunn.

Walkers: Walkers will move towards the south end of MST parking lot (gravel area) **OR** McHattie parking area **OR** City Hall parking lot to be picked up. Keep in mind there will be a period of waiting before cars/school buses can leave this area. Please follow instructions from the policemen in charge. **Floats:** Floats continue on McMunn (south), dispersing towards Dorothy St or beyond.





Shinberg-LTB Agency

ACRISURE[®] AGENCY PARTNER

April 7, 2022

Kathy Swan
Pumpkinfest of the South Lyon Area
PO Box 696
South Lyon, MI 48178

**RE: Special Event Liability Coverage
Policy Period September 23-25, 2022**

Dear Ms. Swan,

This letter is to confirm our intention to provide insurance coverage for the Pumpkinfest of the South Lyon Area. Due to underwriting requirements, we are not able to provide a bindable quote or issue a subsequent policy until approximately 60 days prior to the event.

Our office has submitted the application for the 2022 Festival to West Bend Mutual Insurance Company. The insurance carrier has noted that they can offer an initial premium indication of \$1,270 for limits of \$1,000,000 per Occurrence / \$2,000,000 General Aggregate.

60 days prior to the event, we can resubmit your completed application for a bindable quote. Thank you for choosing the Shinberg-LTB Agency for your Special Event coverage. We appreciate the opportunity to provide the policy and look forward to working with you on the festival!

Sincerely,

Kim Smith

Kim Smith, AAI, CISR
Commercial Risk Manager, Licensed Agent
(517) 913-2924
ksmith@sltbagency.com

AGENDA NOTE

Consent Agenda : Item # 4

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Pumpkinfest 5K Run

EXPLANATION OF TOPIC: The South Lyon High School Cross Country Team has requested authorization to conduct their annual Pumpkinfest Run at 9:55 a.m. on Saturday, September 24, 2022. The event will be held in conjunction with the Pumpkinfest Parade, and no additional road closures are required. The Police Department will provide support for the event, as well as for the Pumpkinfest Parade.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Parade/Demonstration application, hold harmless agreement, run route and map, insurance document, Pumpkinfest 5K run entry form

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the request.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the application for the Pumpkinfest 5K Run at 9:55 a.m. on Saturday, September 24, 2022.

06/13/22

APPROVAL OF ROAD CLOSURES-

Motion by _____, supported by _____

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permit to conduct the Pumpkinfest_5K Run on September 24, 2022 at 9:55 a.m. and the related street closures: Pontiac Trail from Princeton Drive to Liberty Street.

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

VOTE:

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of June 13, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton
City Clerk/Treasurer



South Lyon Police Department

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

Parade/Event Application

Date of Event: Sat, Sept 24, 2022

Applicant's Name: Scott Smith Ph#: [REDACTED]

Applicant's Address: [REDACTED]

Name of Event: Pumpkinfest 5K Run

Business/Organization Name: South Lyon High School Boys Cross Country

Business Address: 1000 N. Lafayette, South Lyon, MI 48178

Business Phone Number: 248-573-8150 x 2235

President/CEO Responsible for Event: Scott Smith Ph#: 248-207-5135

Registration 8 AM. Race 9:55 AM

Event Start Time: _____ AM / PM End Time: Noon AM / PM

Approximate number of persons attending: 300

Approximate number and types of vehicles: Lead Bike, Lead Car, Sweep Bike, Sweep Car (4)

Approximate number and types of animals: None

Amount of space maintained between all units in parade: Runners will be in close proximity to each other. 15 minutes between first and last.

Route to be Traveled (Include Street Names and turning directions) or area to be utilized: Start 9:55 AM Millennium north lot. Left (north) onto Pontine Trail by Bigby, Left on W. Liberty, Left onto Washington St. into McMillan Park. Right onto bike path. Cross McMillan and continue West on bike path. Left onto bike path heading South, left onto Princeton Dr. Right onto sidewalk bordering Pontine Trail and almost immediately right into MMS north lot. Finish on MMS track.

Scott Smith M-y 20, 2022
Applicants Signature and Date

Scott Smith M-y 20, 2022
Responsible Party's Signature and Date

Approved ☒ Denied ☐

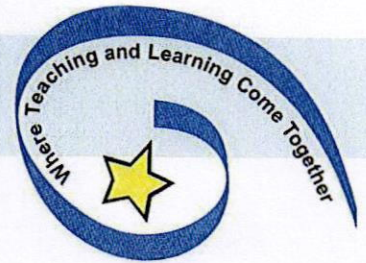
☒ PD ☒ FD ☒ DPW ☒ City Hall

Chief Christopher Sovil
Chief Christopher Sovil

4/2/22
Date

South Lyon Community Schools

345 South Warren • South Lyon, Michigan • 48178



Event Name: Pumpkinfest Run (09/24/2022)

To Whom It May Concern:

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

Sincerely,

Stacy L. Witt

Asst. Supt. For Business and Finance

5/31/22

Date 05/31/2022

Mission Statement

In support of our community, the mission of the South Lyon Community Schools is to provide the highest quality educational process so that all students can excel as individuals and become contributing members of society.

Pumpkinfest Run Route 2022

Start at 9:55 3.1 Mile Run

Start in the Millennium Middle School parking Lot on the northwest end of the Millennium parking lot.

Turn left onto Pontiac Trail.

Turn left on West Liberty.

Turn Left on Washington crossing McHattie Street into McHattie Park.

Turn right onto the bike path.

Cross McMunn and continue west on the bike path.

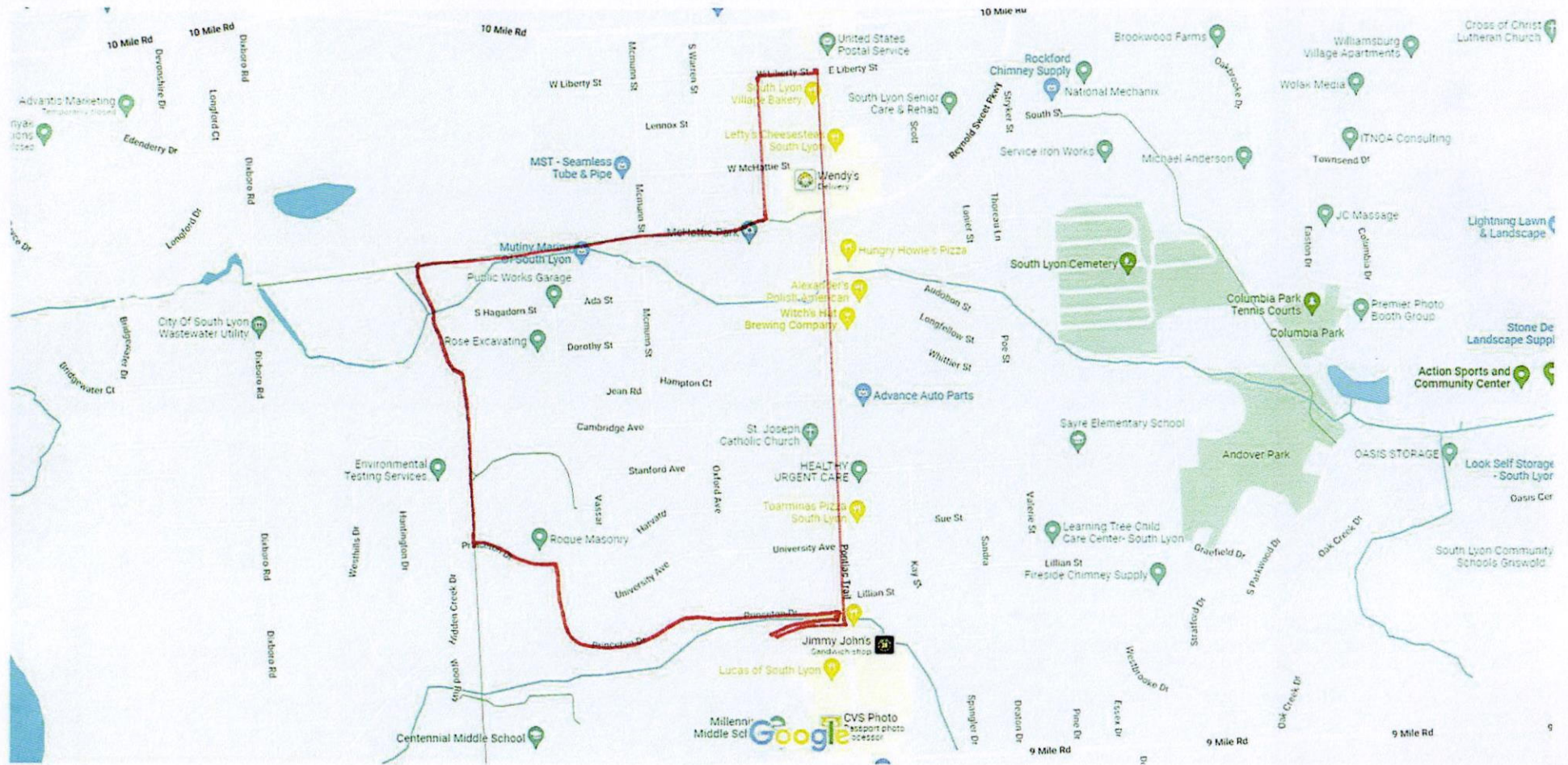
Turn left on the bike path heading south.

Turn left on Princeton Drive.

Turn right onto the sidewalk bordering Pontiac Tr. Btw Princeton Dr. & the north Millennium driveway.

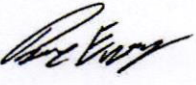
Turn right into the Millennium Middle School North parking lot. Finish on the MMS track.

Google Maps Pumpkinfest 5K Run



Map data ©2022 500 ft

CERTIFICATE OF INSURANCE

Producer SET SEG 1520 Earl Ave East Lansing, MI 48823				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Insured South Lyon Community Schools 345 S Warren South Lyon, MI 48178-1358				COMPANIES AFFORDING COVERAGE A MASB-SEG Property/Casualty Pool, Inc.		
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.</small>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC 0000474	7/1/22	7/1/23	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 N/A \$1,000,000 N/A
DESCRIPTION The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers are hereby added as additional insureds but only as respects to the activities performed by or on behalf of the named Insured as it represents the District's Pumpkinfest 5K Run being held September 24, 2022						
CERTIFICATE HOLDER City of South Lyon 325 South Warren South Lyon, MI 48178				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
AUTHORIZED REPRESENTATIVE <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Dominic Enriquez PROPERTY/CASUALTY DEPARTMENT </div> <div style="text-align: right;"> Date May 24, 2022 </div> </div>						

Lead the Parade!



and HALF MARATHON
South Lyon HS Boys' Cross Country

Saturday, September 24 & 25

➤ THE PUMPKINFEST 5K RUN will lead the Pumpkinfest Parade down Pontiac Trail along a route heavily lined with parade spectators to cheer you on. 55,000 people visit South Lyon for Pumpkinfest!

The Pumpkinfest Half Marathon is Sunday! It is an Accurate 13.1 Course using Island Lake and Kensington paved trails. Ample aid stations!

➤ FREE high quality shirt celebrating the running of the 2019 Pumpkinfest Run will be given to all athletes who register before Sept. 23. Others will receive shirts based if supplies remain.

➤ REFRESHMENTS & AWARDS
Free cider, donuts, fruit, drinks & bagels provided to all runners after each of the races.
Male and Female Age-Grouped Awards
Three awards per Division.

➤ PROCEEDS from the Pumpkinfest Run support South Lyon High School Boys Cross Country

2022 Pumpkinfest Run 5K Run Saturday & Half Marathon Sunday

5K Run (3.1 Miles) Millennium	Registration begins at 8 AM	Race begins at 9:55 AM	Pre-Registration by Sept. 20, 2022 \$25	After Sept. 20 And Race Day \$30
Half Marathon Island Lake	Registration begins at 7:45 AM	Race begins at 9:00 AM	Pre-Registration by Sept 20, 2022 \$45	After Sept 20 and Race Day \$55

Awards will be given to the Overall Male & Female and the Masters Male & Female.

Awards will also be three deep for each of the individual age brackets

9 & Under 10-12 13-15 16-19 20-24 25-29 30-34 35-39 40-44 45-49 50-54 55-59
60-64 65-69 70-74 75-79 80-84 85+

The Pumpkinfest Run 5K starts and finishes at Millennium Middle School, South Lyon, MI 48178 on Saturday. Please park in the Pontiac Trail parking lot. The entrance is off of Pontiac Trail by Bigby Coffee. Please, No dogs. Arrive early. The South Lyon Police will be closing Pontiac Trail before 9:30 to prepare for the parade. Traffic will be heavy.

The Pumpkinfest Half Marathon starts and finishes at the Meadow Picnic Area inside Island Lake Park on Sunday. After the toll booth, turn right. Go back about one mile to Meadow Picnic area, It will be on the left side of the road. Island Lake will charge for entry to the park unless your car has a Recreation Passport sticker.

Pumpkinfest 5K Run Saturday, Sept. 24, 2022

Half Marathon, Sunday, Sept. 25, 2022

Name: _____ (please print neatly) ☐ Male ☐ Female ☐ 5K ☐ Half Marathon

Address: _____ City _____ State _____ Zip _____ Age on Race Day _____

Birthday including year ____/____/____ Phone _____ Emergency Contact Phone _____

Unisex T-Shirt Size:

Sizes: ☐ Youth Small ☐ Youth Medium ☐ Adult Small ☐ Adult Medium ☐ Adult Large ☐ X-Large ☐ XXL ☐ XXXL

In consideration of the foregoing, I, for myself, my heirs, my executors and administrators, waive and release any and all rights and claims for damages I have against South Lyon Community Schools, the City of South Lyon, Island Lake Park, Kensington Park and any and all sponsors and their representatives and successors, as a result of my participation in the 2022 Pumpkinfest Run. I attest and verify that I am physically fit and have sufficiently trained for the completion of the event and my medical condition has been verified by a licensed medical doctor. Any picture and times can be used for reporting and promoting. I understand that vehicles will be on the road during this run.

Signature _____

Parent signature (if under 18) _____

Date _____

Mail your entry form and check payable to South Lyon Cross Country Boosters to PO Box 17, South Lyon, MI 48178
Electronic Registration Pumpkinfest 5K Run--Lead the Parade! or Run a Half Marathon! (runsignup.com)

AGENDA NOTE

Consent Agenda- #5

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: City Clerk

AGENDA TOPIC: Consider approval of Revised Resolution Establishing Policies and Guidelines for Granting Poverty Exemption from Payment of Property Taxes

EXPLANATION OF TOPIC: Due to a recent audit AMAR, (Audit of Minimum Assessing Requirements) by the State Tax Commission, our City Assessor is requesting a change in the language in our resolution. Therefore, we have a new resolution we are asking Council to approve. The only change in the language from the previous resolution is the removal of the sentence "and have no ownership interest in any other real estate, including being the beneficiary of a trust which owns real estate". The explanation is that if someone has ownership interest in other real estate it should not necessarily exclude someone from qualifying, rather, it should be considered an asset and be included in the asset test.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Previous Resolution and current proposed resolution.

POSSIBLE COURSES OF ACTION: Approve/Disapprove

SUGGESTED MOTION: Motion by, _____ supported by, _____ to approve the revised resolution #22-04 establishing policies and guidelines for granting poverty exemption from payment of property taxes.

RESOLUTION No. 21-01

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION ESTABLISHING POLICIES AND
GUIDELINES
FOR GRANTING POVERTY EXEMPTION FROM
PAYMENT OF PROPERTY TAXES

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to Public Act 390 of 1994, the City of South Lyon, Oakland County, adopts the following policies and guidelines for the Board of Review to implement. The policies and guidelines shall be applied to the information provided in a sworn to Michigan Department of Treasury Form 5737, Application for MCL 211.7u Poverty Exemption, which application includes, but is not limited to, the disclosure of the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns filed in the current or immediately preceding year;

AND WHEREAS, P.A. 253 of 2020 also amended Section 7u of Act No. 206 of the Public Act of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, and required the use of state prescribed forms and limited to certain percentages the exemption amount which could be granted.

WHEREAS, to be eligible, a person shall do all the following on an annual basis:

- 1) Be the "sole" owner(s) of and occupy, as a principal residence, the property for which an exemption is requested, and have no ownership interest in any other real estate, including being the beneficiary of a trust which owns real estate.
- 2) The subject property must be classified as an "improved single family residential" or "residential condominium" property with a valid Homeowner's Principal Residence Exemption currently in effect.
- 3) File the Michigan Department of Treasury Form 5737, Application for MCL 211.7u

Poverty Exemption with the Board of Review by returning it to the City Assessor's office, accompanied by all documents required by the form. If the applicant or the other household members have not filed tax returns, a Form 4988 – Poverty Exemption Affidavit and a statement from the Social Security Administration and/or Michigan Social Services as to monies paid to applicant(s) during the previous year must be completed and submitted. Disabled applicants may call the Assessor's office to make arrangements for assistance with filing the application.

- 4) File an application reporting that the assets of all persons in the household do not exceed two times the federal poverty income guidelines amount for the effective household size. Assets generally include: other real estate, motor vehicles, recreational vehicles and equipment, insurance, retirement funds, trust assets, checking accounts, savings accounts, certificates of deposit, cash, stocks, bonds, time share units, artworks, antiques, coins, precious metals or stones, jewelry, guns, equipment, tax refunds, gifts, loans, other investments or personal property value. Applicants must meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services established by the State Tax Commission to be updated annually. All applicants must own and occupy the property as a homestead on the property for which the exemption is being requested. All applicants may be asked to verify ownership of the property and provide personal identification upon request of the Board of Review.
- 5) Produce a valid driver's license or other form of identification, if requested.
- 6) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 7) All property taxes must be paid and current.
- 8) The application for an exemption shall be filed after January 1, and at least one day prior to the last day of the Board of Review. The filing of the application constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
- 9) Applicants need not appear before the Board of Review, but are encouraged to do so to be available to provide further information or clarification to the Board of Review. Applicants who do not initially appear may be required to appear at the Board of Review to respond to questions. Applicants should understand that the failure to appear at the Board of Review, if requested by the Board of Review, may result in the denial of the Application. If the applicant is disabled, alternate procedures may be allowed pursuant to the City's obligation in the application of the Americans with Disabilities Act.
- 10) The Board of Review shall in no instance require an applicant to have less household

income than the applicable poverty income level for the household size.

- 11) The Board of Review may award full and/or partial exemptions in the amounts of 25%, 50% or 100%.

WHEREAS, the federal poverty income guidelines are updated annually by the United States Department of Health and Human Services, and the annual allowable income guidelines include income for all persons residing in the principal residence.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policies guidelines in granting or denying an exemption. The same standards shall apply to each taxpayer within the city claiming the poverty exemption for the assessment year.

BE IT FURTHER RESOLVED that in order to ease the burden on taxpayers, the assessor and the Board of Review and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the City of South Lyon hereby resolves, according to provisions of MCL 211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board be it further resolved that this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

The foregoing resolution was offered by, Kennedy and supported by Ding

Upon roll call vote, the following voted:

Roll call vote: Yes- 7
No- 0

The City Clerk declared the resolution adopted.

Lisa Deaton

Lisa Deaton 2/23/2021

RESOLUTION No. ____

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

**RESOLUTION AMENDING THE POLICIES AND GUIDELINES
FOR GRANTING POVERTY EXEMPTION FROM
PAYMENT OF PROPERTY TAXES**

WHEREAS, on or about February 23, 2021, the City Council adopted its RESOLUTION ESTABLISHING POLICIES AND GUIDELINES FOR GRANTING POVERTY EXEMPTION FROM PAYMENT OF PROPERTY TAXES; and

WHEREAS, due to a change in guidelines, it is necessary for the City Council to adopt a new Resolution for all poverty exemptions going forward.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Review shall follow the policies and the federal poverty guidelines stated herein, as may be updated annually, in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policies and federal guidelines and these reasons are communicated in writing to the claimant; and

BE IT FURTHER RESOLVED that the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

BE IT FURTHER RESOLVED that pursuant to Public Act 390 of 1994, the City of South Lyon, Oakland County, adopts the following policies and guidelines for the Board of Review to implement. The policies and guidelines shall be applied to the information provided in a sworn to Michigan Department of Treasury Form 5737, Application for MCL 211.7u Poverty Exemption, which application includes, but is not limited to, the disclosure of the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns filed in the current or immediately preceding year; and

BE IT FURTHER RESOLVED that P.A. 253 of 2020 also amended Section 7u of Act No. 206 of the Public Act of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, and required the use of state prescribed forms and limited to certain percentages the exemption amount which could be granted; and

BE IT FURTHER RESOLVED that to be eligible, a person is still required to do all the following on an annual basis:

- 1) Be the "sole" owner(s) of and occupy, as a principal residence, the property for which an exemption is requested.
- 2) The subject property must be classified as an "improved single family residential" or "residential condominium" property with a valid Homeowner's Principal Residence Exemption currently in effect.

- 3) File the Michigan Department of Treasury Form 5737, Application for MCL 211.7u Poverty Exemption with the Board of Review by returning it to the City Assessor's office, accompanied by all documents required by the form. If the applicant or the other household members have not filed tax returns, a Form 4988 – Poverty Exemption Affidavit and a statement from the Social Security Administration and/or Michigan Social Services as to monies paid to applicant(s) during the previous year must be completed and submitted. Disabled applicants may call the Assessor's office to make arrangements for assistance with filing the application.
- 4) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services.
- 5) Produce a valid driver's license or other form of identification, if requested.
- 6) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 7) All property taxes must be paid and current.
- 8) The application for an exemption shall be filed after January 1, and at least one day prior to the last day of the Board of Review. The filing of the application constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
- 9) Applicants need not appear before the Board of Review, but are encouraged to do so to be available to provide further information or clarification to the Board of Review. Applicants who do not initially appear may be required to appear at the Board of Review to respond to questions. Applicants should understand that the failure to appear at the Board of Review, if requested by the Board of Review, may result in the denial of the Application. If the applicant is disabled, alternate procedures may be allowed pursuant to the City's obligation in the application of the Americans with Disabilities Act.
- 10) The Board of Review shall in no instance require an applicant to have less household income than the applicable poverty income level for the household size.
- 11) The Board of Review may award full and/or partial exemptions in the amounts of 25%, 50% or 100%; and

BE IT FURTHER RESOLVED that the federal poverty income guidelines are updated annually by the United States Department of Health and Human Services, and the annual allowable income guidelines include income for all persons residing in the principal residence; and

BE IT FURTHER RESOLVED that this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

The foregoing resolution was offered by City Council Member _____ and supported by City Council Member _____.

Upon roll call vote, the following voted:

"Aye": _____

"Nay": _____

The City Clerk declared the resolution_____.

Lisa Deaton, Clerk

Date

2022 FEDERAL POVERTY GUIDELINES

US Department of Health & Human Services

STC Bulletin 17 of 2021

Size of Family Unit	Poverty Guidelines	Asset Limits
1	\$12,880	\$25,760
2	\$17,420	\$34,840
3	\$21,960	\$43,920
4	\$26,500	\$53,000
5	\$31,040	\$62,080
6	\$35,580	\$71,160
7	\$40,120	\$80,240
8	\$44,660	\$89,320
For each additional person	\$4,540	\$9,080

AGENDA NOTE

Unfinished Business # 1

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: City Manager

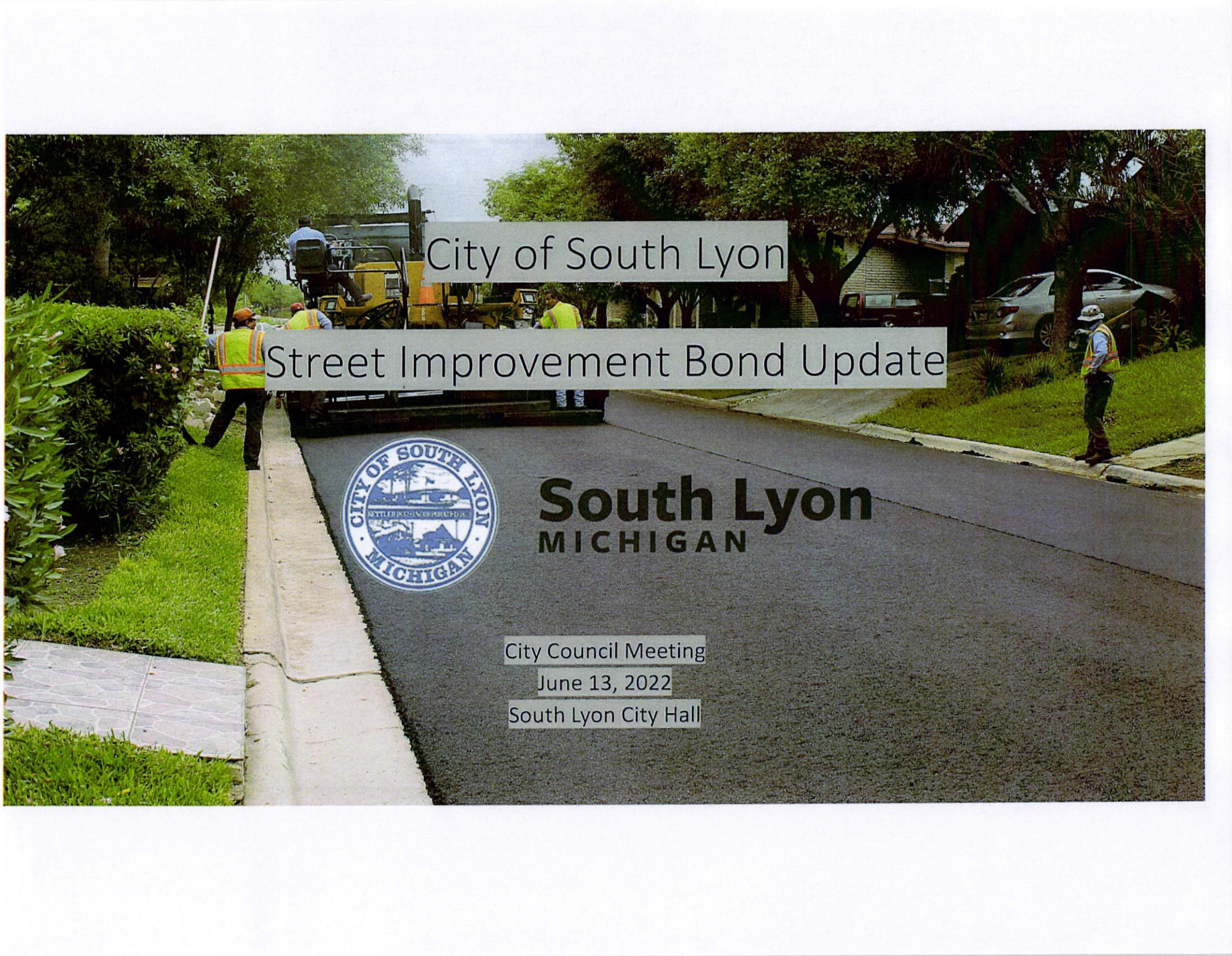
AGENDA TOPIC: Road Bond Proposal Discussion

EXPLANATION OF TOPIC: The City has been preparing information to educate the public on the upcoming Road Ballot Proposal. We are using several different **methods of communication** to educate the public, and get the word out on the Road Bond Proposal, including; **Website** - News Feed where it lists the Ballot Proposal and frequently asked questions. A click on tab "Road Improvement Plan" that lists the Road Improvement Plan, The PASER Rating Report, the Ballot Language, Road Cross Sections, FAQ. Additional information will be placed where residents can compute tax increase based on their taxable value. **City Hall** has in numerous locations copies of the Ballot Proposal, and a display of the Road Core Samples, which identify current subdivision cores, and an example of what a proper road segment core should look like. **Utility Bills** were sent out in April with a mention of the Road Improvement Plan, and the July bill will contain a note identifying the August 2nd Primary Election and Ballot Proposal on the Road Improvement Plan. **City Sign** at McHattie Park, states Road Ballot Proposal. Tonight, we will have a presentation on the Road Improvement Program. This will give an overview of the current condition of the roads, planned improvements, charts and graphs, and additional information on the PASER rating of City roads and the ones that will be worked on if the Ballot Proposal is approved. All of this information will be posted on the website and **Facebook**. We will additionally be scheduling **Public Informational Meetings** in the month of July. These meeting will be held as an "open-house" at City Hall (one during the week in the late afternoon / evening, and one on a Saturday in the morning / afternoon) where residents can come in and ask questions of staff and engineers. The information presented at the meeting will also be displayed at City Hall before and after the meeting. And the local newspapers will run additional stories on the Road Improvement Plan.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Ballot Proposal, City Road Map, roads to be improved as part of the road plan.

POSSIBLE COURSES OF ACTION: Make recommendations on presentation material or preparing additional information.

SUGGESTED MOTION: None



City of South Lyon

Street Improvement Bond Update




South Lyon
MICHIGAN

City Council Meeting

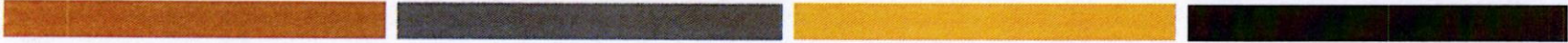
June 13, 2022

South Lyon City Hall




Tonight's Focus:

1. Review of August 2nd 2022 Street Improvement Bond Proposal
2. Introduction of Resident Road Committee Members
3. Overview of Current Pavement Conditions (2020 PASER Ratings)
4. Conceptual Street Improvements using 2022 Bond & Act 51 Funds
5. Next Steps – Public Outreach Meetings (Townhall Meetings)



2022 Street Improvement Bond Language

- **August 2nd, 2022 - Street Improvements Bond Proposal**
- Shall the City of South Lyon, County of Oakland, Michigan, borrow the principal sum of not to exceed Eighteen Million Four Hundred Sixty-Five Thousand Dollars (\$18,465,000), and issue its unlimited tax general obligation bonds, payable in not to exceed ten (10) years, to pay the cost of constructing street improvements throughout the City, consisting of paving, repaving, resurfacing, reconstructing and improving streets? If approved, the estimated millage to be levied in 2023 is 1.9946 mills (\$1.99 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 4.0894 mills (\$4.09 per \$1,000 of taxable value).



2022 South Lyon Road Committee

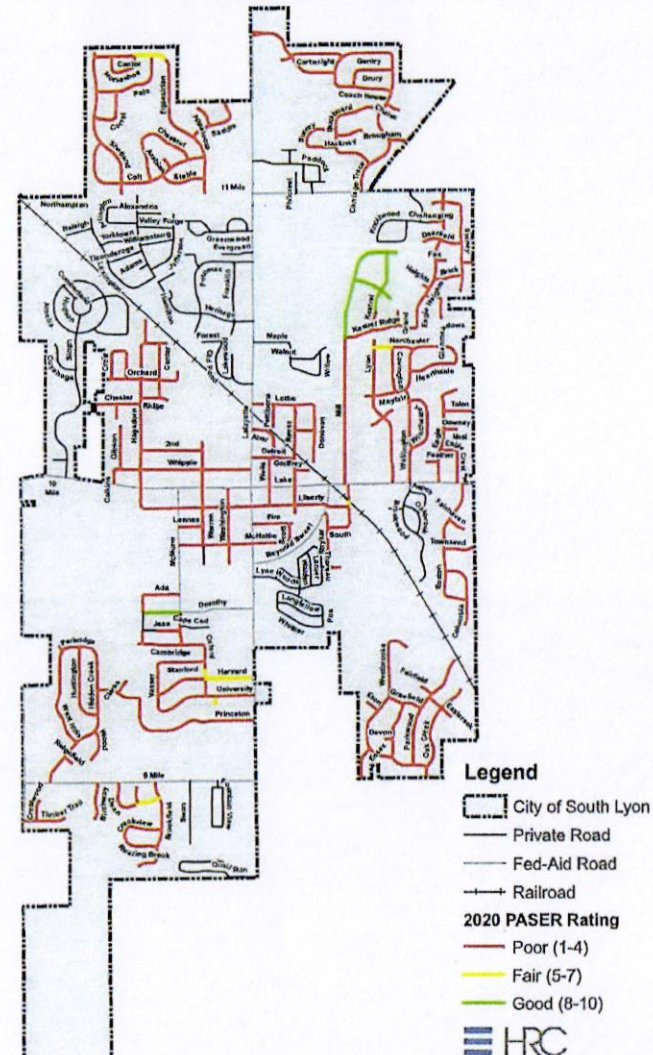
- Members:
 - Paul Zelenak – City Manager
 - Joseph Freeman – Resident
 - Craig Johnston – Resident
 - Josh Murphy – Resident
 - Roland Alix – Engineering Consultant (HRC)
-
1. We have meet monthly since February 2022
 2. Finalized FAQ which can be found on the City's website
 3. Created public education figures and information
 4. Helping to plan upcoming public outreach events (July 2022)

2020 PASER Road Ratings

As of the 2020 PASER Road Rating:

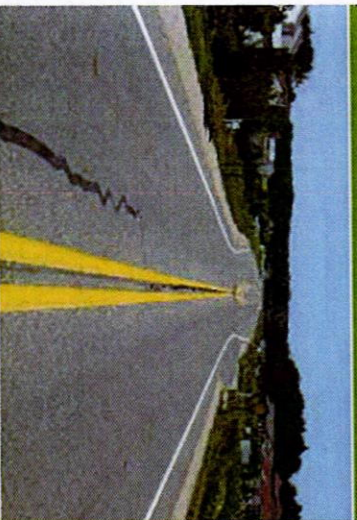
- Less than 1% of your roads are in Good Condition
- Less than 5% of your roads are in Fair Condition
- **95% of your roads are in Poor Condition**

City of South Lyon 2020 PASER Rating

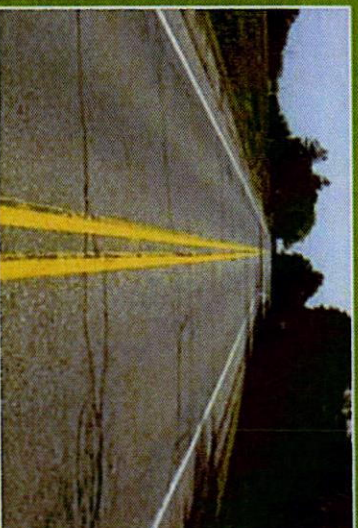


PASER Condition Rating

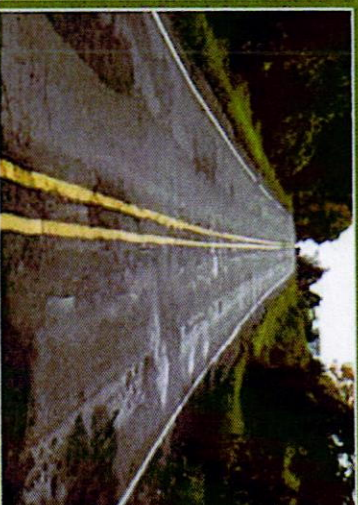
Good



Fair



Poor



PASER = 10, 9, 8, 7

Routine Maintenance

- Crackseal
- Minor Patching
- Snow Removal

PASER = 6, 5, 4

Preventive Maintenance

- Crackseal/Patch
- Surface Treatment
- Non-structural Overlay
- Concrete Joint Repair

PASER = 3, 2, 1

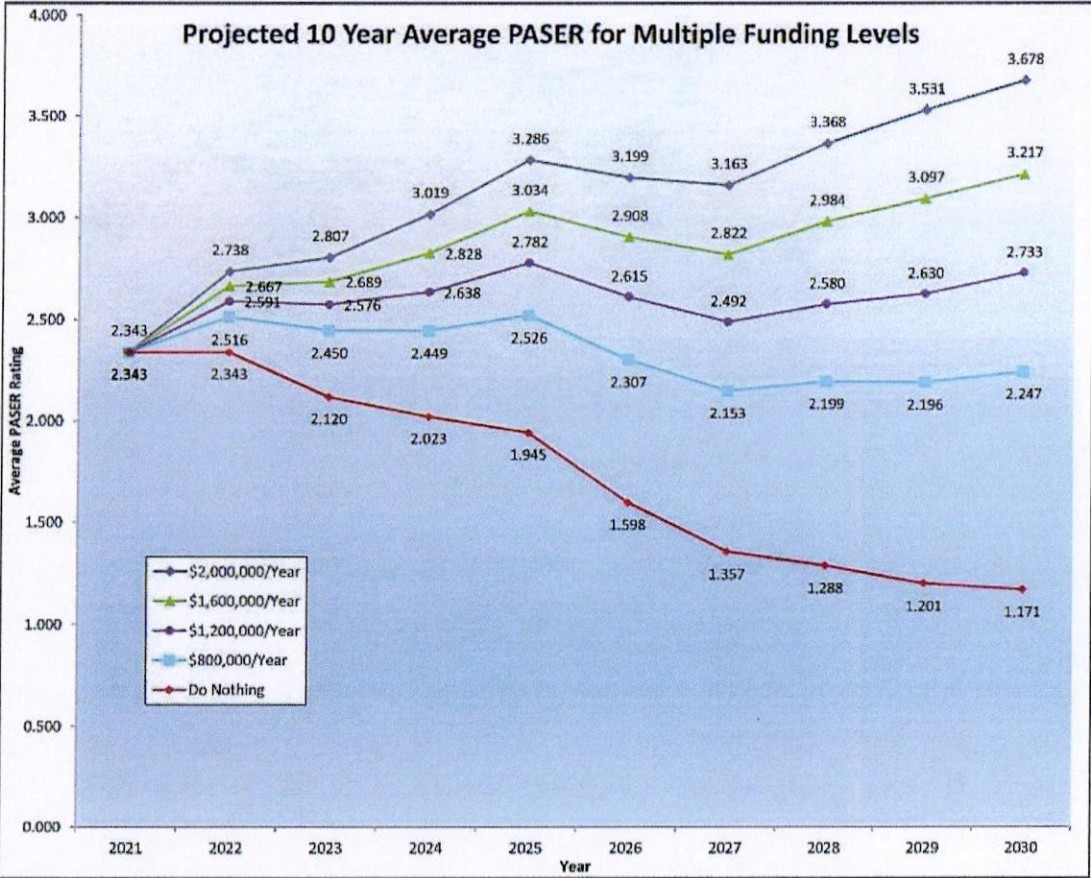
Rehab/Reconstruct

- Resurface
- Structural Overlay
- Replace Concrete Slab
- Complete Reconstruct

Projected Road Condition Chart

If the August 2, 2022 Bond is Approved by the residents, Bond + Act 51 Funds will **total over \$2,000,000 per year!**

City of South Lyon
Average PASER Rating by Funding Amount
2021 - 2030





Pavement Cores of Actual City Streets



Existing SL Pavement Core vs New Pavement



Existing North
Hagadorn Pavement



Example of
New Pavement

Street Improvement Types

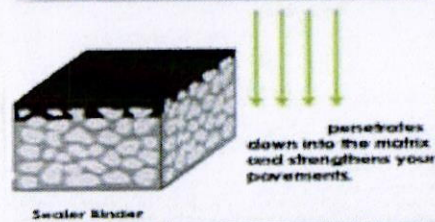
- Preventative Maintenance

Types of Pavement Maintenance



1. Crack Sealing:

- The least expensive treatment.
- Crack sealing prevents the majority of moisture from entering the underlying aggregate base rock.



2. Fog Seal:

- Rejuvenates the oils in the top layer of asphalt
- Fills small gaps between the aggregate in pavement
- Reduces deterioration of surface.



3. Slurry seal:

- Mixture of asphalt emulsion, fine aggregate and water.
- Mixture is spread over entire surface @ 3/8" thick
- Protects pavement from water damage Provides a new surface.

Street Improvement Types

- Rehabilitation

Types of Pavement Rehabilitation



1. Pavement overlay:

- Thin lift overlays, thickness of 1-inch
- Std. overlays are usually 2-inches

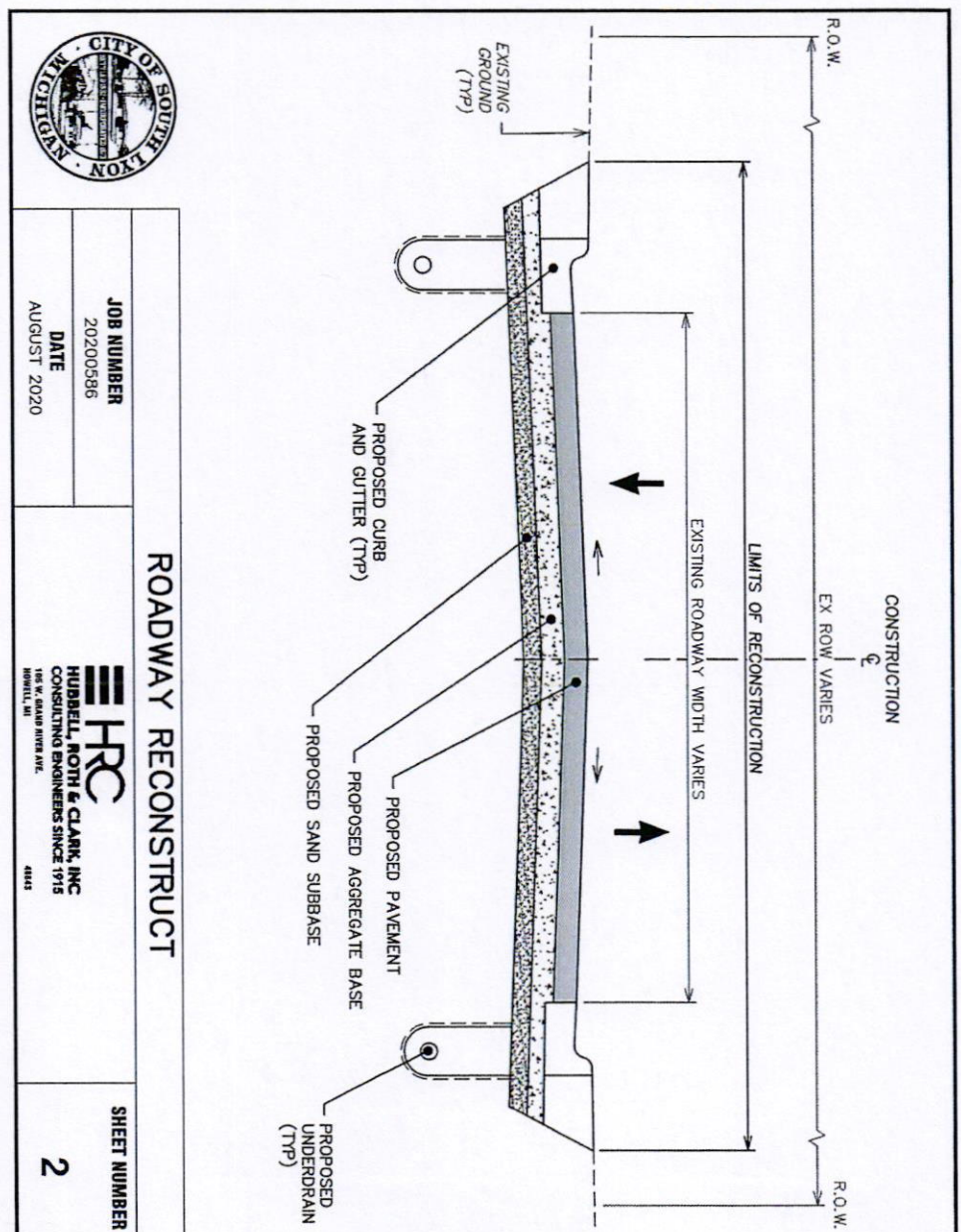


2. Pavement grinding and inlay:

- Used on severely distressed pavement
- Very expensive when compared to thin lift overlays

Street Improvement Types

- Reconstruction



Conceptual Street Improvement Implementation

South Lyon Roadway Asset Management Plan - Bond Funding

Conceptual Use of Bond Funds

June 9, 2022

Year	Act 51 Revenue	Bond Revenue	Balance	Road Reconstruction	Road Rehabilitation	Preventative Maintenance
2023	\$350,000	\$9,232,500	\$9,582,500	\$3,500,000	\$0	\$0
2024	\$350,000	\$0	\$6,432,500	\$4,000,000	\$400,000	\$0
2025	\$350,000	\$0	\$2,382,500	\$0	\$0	\$265,000
2026	\$350,000	\$0	\$2,467,500	\$3,500,000	\$0	\$0
2027	\$350,000	\$9,232,500	\$8,550,000	\$2,500,000	\$300,000	\$200,000
2028	\$350,000	\$0	\$5,900,000	\$2,500,000	\$0	\$0
2029	\$350,000	\$0	\$3,750,000	\$0	\$300,000	\$200,000
2030	\$350,000	\$0	\$3,600,000	\$3,000,000	\$0	\$0
2031	\$350,000	\$0	\$950,000	\$750,000	\$300,000	\$250,000
2032	\$350,000	\$0	\$0	\$0	\$0	\$0
Subtotal	\$3,500,000	\$18,465,000		\$19,750,000	\$1,300,000	\$915,000



2022 South Lyon Street Bond Project Plan

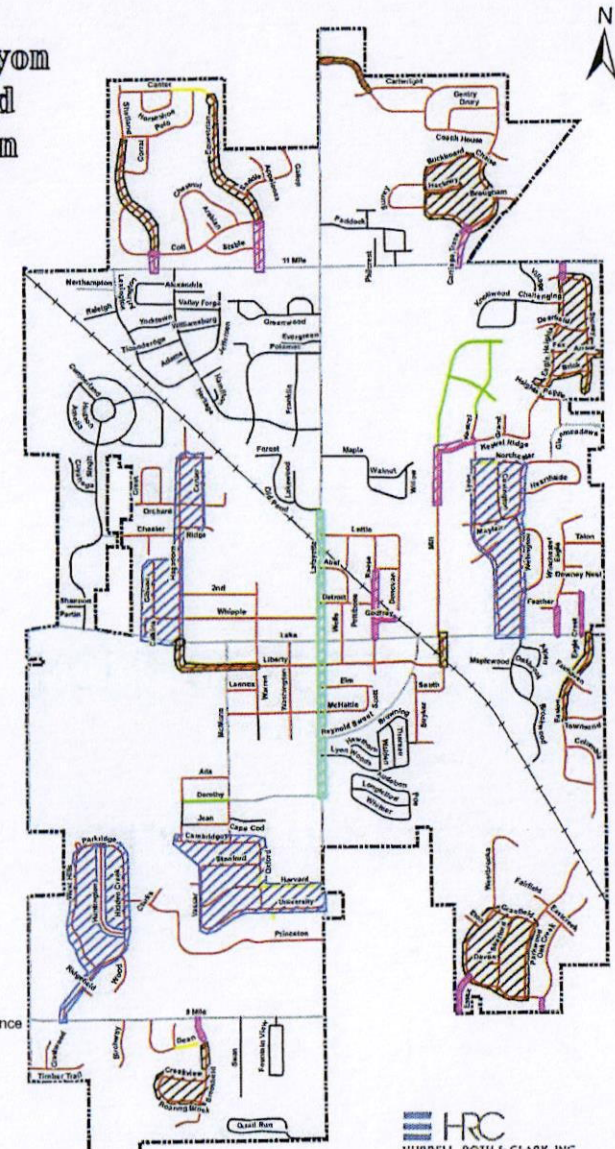
Legend

- City of South Lyon
- Private Road
- Fed-Aid Road
- Railroad

- 2020 PASER Rating
- Poor (1-4)
 - Fair (5-7)
 - Good (8-10)

Potential Road Improvements (If 2022 Bond Passes)

- City Road Reconstruction
- City Road Rehabilitation
- City Road Preventative Maintenance
- County Road Reconstruction



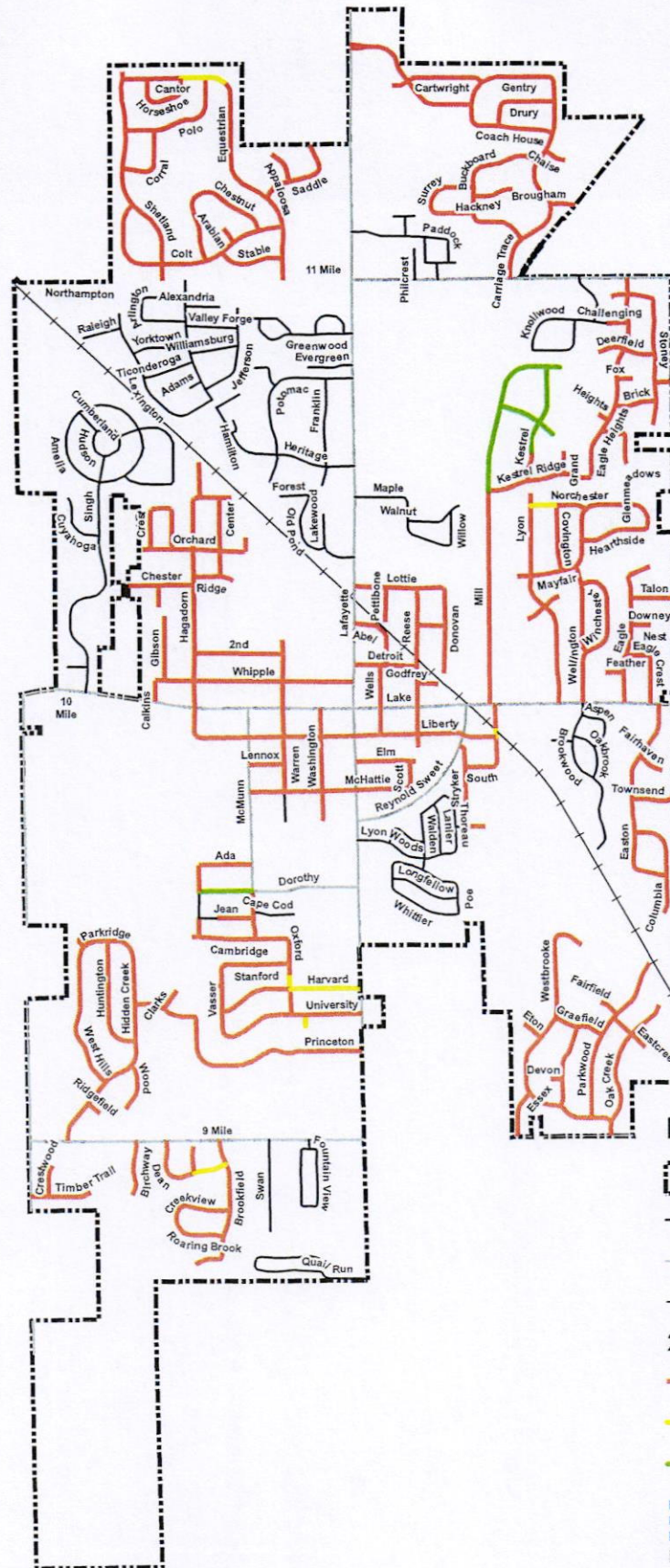


Next Steps!!

- Public Outreach Meetings/Townhall Meetings to further educate residents.
- Hosted by Road Committee, Engineering Consultant (HRC) & City Staff
- 1 Weeknight meeting & 1 Weekend meeting to be held in July
 - Dates and time will be finalized soon



City of South Lyon 2020 PASER Rating



Legend

City of South Lyon

Private Road

Fed-Aid Road

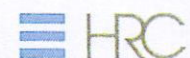
Railroad

2020 PASER Rating

Poor (1-4)

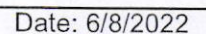
Fair (5-7)

Good (8-10)



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

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AGENDA NOTE

Unfinished Business 2

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Intergovernmental Agreement - Amendment

EXPLANATION OF TOPIC: The City of South Lyon, Lyon Township, and South Lyon Schools originally approved a Interlocal Agreement in April of 2021 for a new sidewalk on Pontiac Trail and Marjorie Ann. The civil engineering design work was completed, estimates were completed, and an original agreement was approved based upon those estimates. We budgeted \$35,000 to pay for our portion of the project. Since that time, we received bids which were in excess of the original estimates, and rebid the work again in the spring and received a favorable bid from a local contractor. Therefore, we have an amendment to the agreement, that now reflects a cost of \$50,211.97 to the City of South Lyon. Acct #101-451-802-190.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter from the Township Engineer describing the bidding process. An amendment to the Interlocal agreement between the City of South Lyon and Lyon Township, and bid tab from KD Cement for a total project cost of \$107,826.49.

POSSIBLE COURSES OF ACTION: Approve or not approve the Amendment to the Interlocal agreement between the City of South Lyon and Lyon Township to complete the sidewalk and crosswalks at Pontiac Trail and Marjorie Ann.

SUGGESTED MOTION: Motion by _____ Seconded by _____
to approve / not approve the Amendment to the Interlocal agreement between the City of South Lyon and Lyon Township, to complete the sidewalk and crosswalks at Pontiac Trail and Marjorie Ann. Acct # 101-451-802-190.



June 8, 2022

City of South Lyon
335 S. Warren
South Lyon, MI 48165

ATTN: Mr. Paul Zelenak and the South Lyon City Council

RE: Pedestrian Crossing at Pontiac Trail – Marjorie Ann Intersection – CES #2021-00008

Dear Mr. Zelenak and City Council,

Civil Engineering Solutions, Inc. is the Lyon Township consulting engineer and the design engineer for the above project. The current project includes the pedestrian intersection improvements at Pontiac Trail and Marjorie Ann. The scope of the project would be to add concrete sidewalk to allow pedestrians to cross Marjorie Ann and Pontiac Trail on hard surface, replacement of culverts to accommodate the drainage and sidewalks, and the addition of push buttons for pedestrian crossings. The Road Commission Oakland County has agreed to complete the pedestrian push buttons/signal modifications and they will participate in 33% of the cost for that portion of the project.

To provide some history on this project, the Township, City and School District were working on a much larger pedestrian/sidewalk project through the Safe Routes to School Program which is a Federally Funded Program. That original project began in 2014 and included sidewalks along Marjorie Ann to the east to the elementary school as well as other improvements within the Township and City limits to improve pedestrian safety. Under that grant program, the project has to comply with MDOT plan requirements and has to be bid to MDOT pre-qualified projects. When bids were received they were significantly higher than anticipated and out of the budget for the School District. At that time, the project stopped. Since that initial project the Township and City have worked in conjunction with the RCOC to complete the signal at Pontiac Trail and Marjorie Ann and shared in the cost of that improvement.

The current project is much smaller but complex in that it will require coordination with the Township water main installation project (a current project in the vicinity of the sidewalk project); RCOC for pedestrian signals, and the contractor (proposed as KD Cement).

In the past several months we have met with Township and City representatives to move this project along. In that time, we requested a price from the water main contractor (Lawrence M. Clark) to perform this work while they are in the vicinity of the area and they provided an estimate of \$87,545.00, which was deemed too high and the project was bid publicly.

The project was bid through MITN on March 17. Only one contractor submitted a bid- Lawrence M. Clark. Their bid was \$122,049.00, an increase of \$34,504.00. When asked about this, the response was that the January bid was just a rough estimate. For the formal bid, a reduction of \$8,500.00 to \$113,549.00 was offered.

At the Lyon Township Pathway meeting on April 21, 2022, including representatives of the City of South Lyon, it was decided to pursue a bid directly from a contractor(s) to try to obtain a lower bid than was



received through MITN. We received a bid from K.D. Cement, who has completed other projects within Lyon Township successfully with positive remarks on performance and attitude, May 12, 2022, in the amount of \$64,489.00 which is attached.

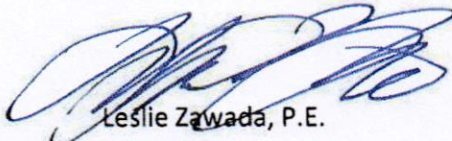
Also attached is the updated spreadsheet with costs divided between Lyon Township, City of South Lyon and RCOC. This spreadsheet includes the estimates that have been received. The KD Cement bid is significantly lower than the Lawrence M. Clarke bid, but still higher than the original estimate. The Road Commission for Oakland County has agreed to pay for a portion of and install the pedestrian traffic signal. The attached Cost Estimate summary shows the current bid by K.D. Cement in Blue with a cost sharing anticipated to be \$50,211.97 each for the Township and City.

The Attorneys have drafted the first Amended Intergovernmental Between the Charter Township of Lyon and the City of South Lyon for this project for your consideration. The amendment was drafted to allow additional funds in case there is anything unforeseen that occurs during construction. The Township Board approved the Amended Intergovernmental Agreement and the Contract Award to K.D. Cement on Monday, June 6, 2022.

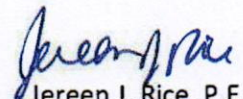
If the amended agreement is approved by the City, we will immediately start the coordination of the water main contractor, RCOC for push button installations, and K.D. Cement with a goal to complete this project this summer. It would be an aggressive schedule and may not be feasible due to material lead times for the push buttons, etc. If it is not feasible to complete this during the summer months we will work with the South Lyon School District to minimize disruption to their busing schedule and will keep the City of South Lyon representatives updated.

We are unable to attend the City Council meeting on Monday, June 13th but please contact Leslie Zawada directly with any questions in advance of the meeting. Leslie can be contacted via email at Leslie@cesinc.us or via cell at (586) 484-7449.

Sincerely,
CIVIL ENGINEERING SOLUTIONS, INC.



Leslie Zawada, P.E.
President



Jereen J. Rice, P.E.
Senior Project Engineer

Enclosures: K.D. Cement Bid, Cost Estimate Summary, Intergovernmental Agreement, current plans

cc: Carol Rosati and Lisa Hamameh, Attorneys, via email



Cost Estimate Summary
Pontiac Trail and Marjorie Ann Pedestrian Crossing
CES Job Number 2021-0008
September 20, 2021
Revised May 13, 2022 with Bids

Original Including Culvert Replacement

	Total Cost	Lyon Township	City of South Lyon	RCOC
Site work excluding Traffic Signal	\$44,457.00	\$22,228.50	\$22,228.50	\$0.00
Pedestrian Traffic Signal	\$21,772.19	\$7,184.82	\$7,184.82	\$7,402.54
10% Contingency	\$6,622.92	\$3,311.46	\$3,311.46	\$0.00
15% Construction Admin & Staking	\$9,934.38	\$4,967.19	\$4,967.19	\$0.00
TOTAL	\$82,786.49	\$37,691.97	\$37,691.97	\$7,402.54

2022-05-12 Bid Provided By KD Cement

	Total Cost	Lyon Township	City of South Lyon	RCOC
Site work excluding Traffic Signal	\$64,489.00	\$32,244.50	\$32,244.50	\$0.00
Pedestrian Traffic Signal	\$21,772.19	\$7,184.82	\$7,184.82	\$7,402.54
10% Contingency	\$8,626.12	\$4,313.06	\$4,313.06	\$0.00
15% Construction Admin & Staking	\$12,939.18	\$6,469.59	\$6,469.59	\$0.00
TOTAL	\$107,826.49	\$50,211.97	\$50,211.97	\$7,402.54

For reference:

2022-03-17 Bid Provided By Lawrence Clarke with \$8,500 reduction

	Total Cost	Lyon Township	City of South Lyon	RCOC
Site work excluding Traffic Signal	\$113,549.00	\$56,774.50	\$56,774.50	\$0.00
Pedestrian Traffic Signal	\$21,772.19	\$7,184.82	\$7,184.82	\$7,402.54
10% Contingency	\$13,532.12	\$6,766.06	\$6,766.06	\$0.00
15% Construction Admin & Staking	\$20,298.18	\$10,149.09	\$10,149.09	\$0.00
TOTAL	\$169,151.49	\$80,874.47	\$80,874.47	\$7,402.54

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
CHARTER TOWNSHIP OF LYON
AND
CITY OF SOUTH LYON**

This First Amendment to Intergovernmental Agreement ("First Amendment") is entered into by and between the CHARTER TOWNSHIP OF LYON, a Michigan municipal corporation, with its principal place of business located at 58000 Grand River Avenue, New Hudson, MI 48165 ("Township"), and the CITY OF SOUTH LYON, a Michigan municipal corporation, with its principal place of business located at 335 S. Warren, South Lyon, MI 48178 ("City"). The Township and the City may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

- A. The Parties entered into the Intergovernmental Agreement on April 26, 2021, for the purpose of fixing the rights and obligations of the Parties with respect to the construction of a sidewalk at Pontiac Trail and Marjorie Ann (the "Project") that will cross the geographical boundaries of the Parties; and
- B. Pursuant to the Intergovernmental Agreement, the Parties agreed that they would share equally in the total Project, estimated at that time to be an amount not to exceed for each Party of Thirty-Five Thousand Dollars (\$35,000.00).
- C. The Project was bid, and the total costs exceed the amount initially projected by the Parties.
- D. The Parties wish to enter into this First Amendment to increase the Maximum Project Costs.

NOW THEREFORE, the Parties agree as follows:

- 1. Article 5, Project Costs; Cost Sharing, shall be replaced in its entirety as follows:

**ARTICLE 5
PROJECT COSTS; COST SHARING**

- 5.1 "Project Costs," shall include, but not be limited to, the actual cost of Engineering, Construction Work, Construction Engineering, and/or other miscellaneous work and services necessary for and incidental to the completion of the Project, together with any cost changes associated with Project change orders, amendments, addenda, and/or bulletins.
- 5.2 At the time of execution of this Agreement, the Project Cost is One Hundred Seven Thousand Eight Hundred Twenty-Six Dollars and forty-nine cents (\$107,826.49) as shown on the attached Exhibit B.

- 5.3 The Parties agree that they shall share equally in the total Project Costs, with a not to exceed for each party of Sixty Thousand Dollars (\$60,000.00) (the "Maximum Project Costs"). In the event the total Project Costs should exceed One Hundred Twenty Thousand Dollars (\$120,000.00), this Agreement shall terminate, unless an amendment to the Project Costs is agreed to by the parties. In the event of termination, all Project Costs incurred up to the point of termination, including any Engineering Costs, shall be paid equally by the parties.
- 5.4 Change orders may be issued during the Project which do not exceed the Maximum Project Costs. In all matters regarding the issuance or non-issuance of changes orders, the Parties shall accept the judgment of the Engineer as final if they do not result in exceeding the Maximum Project Costs.
- 5.5 If either Party is responsible for delays, disruptions, or interference with the performance, progress or schedule of any aspect of the Project (collectively, "Delays"), the Delaying Party shall reimburse the other Party for any costs incurred resulting from such Delays.
- 5.6 All actual Project Costs incurred shall be charged to the Project and shall be paid in full equally by the Parties.
2. Except as amended herein, all provisions of the Intergovernmental Agreement entered into between the Parties on April 26, 2021, shall remain in full force and effect.

(Signatures appear on the following page.)

Charter Township of Lyon

By: John Dolan
Its: Supervisor

By: Michele Cash
Its: Clerk

Approved by the Lyon Township Board:
_____, 2022

(Signatures continued on the following page.)

City of South Lyon

By: Daniel L. Pelchat
Its: Mayor

By: Lisa Deaton
Its: Clerk

Approved by the South Lyon City Council:
_____, 2022

EXHIBIT B

2022-05-12 Bid Provided By KD Cement				
	Total Cost	Lyon Township	City of South Lyon	RCOC
Site work excluding Traffic Signal	\$64,489.00	\$32,244.50	\$32,244.50	\$0.00
Pedestrian Traffic Signal	\$21,772.19	\$7,184.82	\$7,184.82	\$7,402.54
10% Contingency	\$8,626.12	\$4,313.06	\$4,313.06	\$0.00
15% Construction Admin & Staking	\$12,939.18	\$6,469.59	\$6,469.59	\$0.00
TOTAL	\$107,826.49	\$50,211.97	\$50,211.97	\$7,402.54

BID FORM

Section 1 – Schedule of Prices

Company: K.A. Cement

Project: Pedestrian Crossing at Pontiac Trail / Marjorie Ann Intersection
CES Project #: 2021-0008

XXXXXXX Denotes an Item of Work to be performed in accordance with the 2012 MDOT Standard Specifications for Construction
XXX7XXX Denotes an Item of Work to be performed in accordance with the project Special Provisions

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1077051	Permits	LSUM	1	\$ <u>5,000</u>	\$ <u>5,000</u> (sc)
1500001	Mobilization, Max (\$3,700)	LSUM	1	\$ <u>3,700</u>	\$ <u>3,700</u>
2030001	Culv, Rem, Less than 24 inch	EA	2	\$ <u>400</u>	\$ <u>800</u>
2040020	Curb and Gutter, Rem	FT	57	\$ <u>15</u>	\$ <u>855</u>
2040050	Pavt, Rem	SYD	38	\$ <u>45</u>	\$ <u>1,710</u>
2040055	Sidewalk, Rem	SYD	13	\$ <u>45</u>	\$ <u>585</u>
2050016	Excavation, Earth	CYD	50	\$ <u>40</u>	\$ <u>2,000</u>
2080036	Erosion Control, Silt Fence	FT	148	\$ <u>7</u>	\$ <u>1,036</u>
3020010	Aggregate Base, 4 inch	SYD	100	\$ <u>20</u>	\$ <u>2,000</u>
3060021	Maintenance Gravel, LM	CYD	20	\$ <u>50</u>	\$ <u>1,000</u>
4010012	Culv End Sect, 12 inch	EA	6	\$ <u>400</u>	\$ <u>2,400</u>
4010131	Culv, CL A, 12 inch	FT	100	\$ <u>75</u>	\$ <u>7,500</u>
4030200	Dr Structure, 24 inch dia	EA	1	\$ <u>4,500</u>	\$ <u>4,500</u>
5010036	HMA, 5E1	TON	14	\$ <u>300</u>	\$ <u>4,200</u>
8030010	Detectable Warning Surface	LF	30	\$ <u>50</u>	\$ <u>1,500</u>
TOTAL THIS PAGE:					\$ <u>38,786</u>

BID FORM

Section 1 – Schedule of Prices

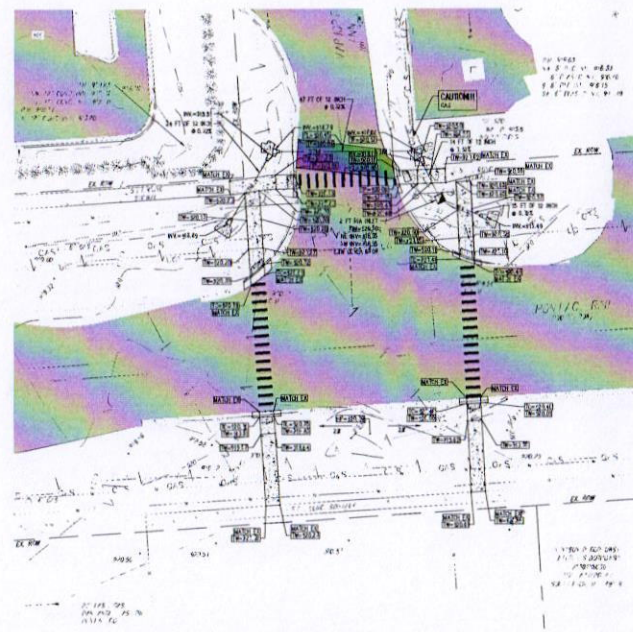
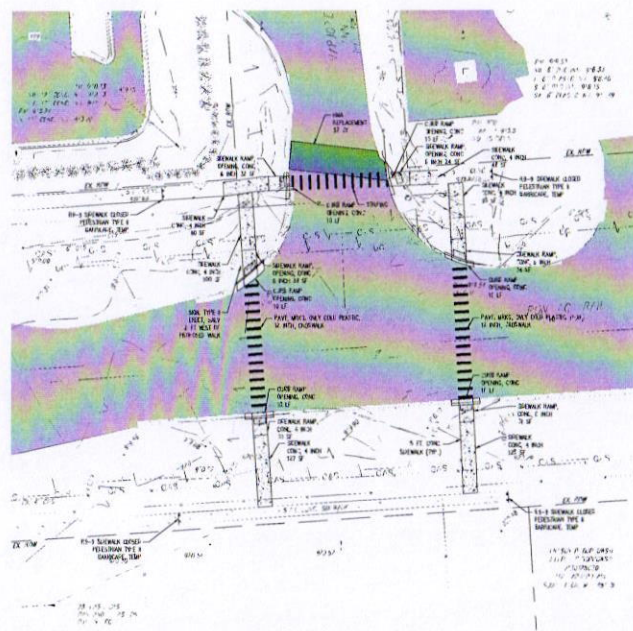
Company: K. D. Cement

Project: Pedestrian Crossing at Pontiac Trail / Marjorie Ann Intersection
CES Project #: 2021-0008






















XXXXXXX Denotes an Item of Work to be performed in accordance with the 2012 MDOT Standard Specifications for Construction
XXX7XXX Denotes an Item of Work to be performed in accordance with the project Special Provisions

8030030	Curb Ramp Opening, Conc	FT	60	\$ <u>35</u>	\$ <u>2,100</u>
8030036	Sidewalk Ramp, Conc, 6 inch	SF	189	\$ <u>15</u>	\$ <u>2,835</u>
8030044	Sidewalk, Conc, 4 inch	SF	578	\$ <u>10</u>	\$ <u>5,780</u>
8100396	Sign, Type II, Erect, Salv	EA	1	\$ <u>600</u>	\$ <u>600</u>
8100397	Sign, Type II, Rem	EA	1	\$ <u>600</u>	\$ <u>600</u>
8110041	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	FT	132	\$ <u>6</u>	\$ <u>792</u>
8120026	Pedestrian Type II Barricade, Temp	EA	4	\$ <u>250</u>	\$ <u>1,000</u>
8120170	Minor Traf Devices	LSUM	1	\$ <u>1,800</u>	\$ <u>1,800</u>
8120370	Traf Regulator Control	LSUM	1	\$ <u>3,500</u>	\$ <u>3,500</u>
8130010	Riprap, Plain	SYD	18	\$ <u>42</u>	\$ <u>756</u>
8160061	Topsoil Surface, Furn, 3 inch	SYD	396	\$ <u>10</u>	\$ <u>3,960</u>
8167011	Restoration, Seeding, Grading	SYD	396	\$ <u>5</u>	\$ <u>1,980</u>
TOTAL THIS PAGE:					\$ <u>25,703</u>
TOTAL FROM PAGE BF-1:					\$ <u>38,786</u>
TOTAL BASE BID:					\$ <u>64,489</u>

* Road Commission of Oakland County will install the Traffic Signals. Pay items not included in this Bid Form.

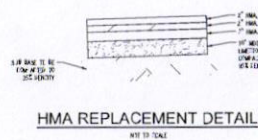
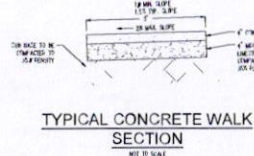
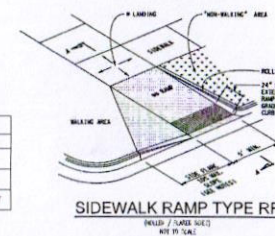


LEGEND

	EX. PAVEMENT
	EX. ROAD E
	EX. ROW LINE
	EX. MAJOR CONTOUR
	EX. MINOR CONTOUR
	PR. CONCRETE WALKS
	PR. PRETEXTABLE WARN. DEVICE
	PK. SILT FENCE
	PK. TRAFFIC CONTROL
	PK. STORM CULVERT
	PK. STORM CULVERT END SECTION
	PK. STORM INLET
	PR. TOP OF WALK GRADE
	PR. GUTTER GRADE
	PK. EDGE OF META. GRADE
	PR. TOP FF CURB
	MATCH EXISTING GRADE
	PR. FINISH GRADE
	PR. HIGH POINT
	PR. TOP OF PAVEMENT
	PR. CENTERLINE OF ROAD

LAYOUT AND UTILITY QUANTITIES			
PAY ITEM		QTY	UNITS
AGGREGATE BASE, 4 INCH		100	SY
SIDEWALK, CONC., 4 INCH		575	SF
SIDEWALK RAMP, CONC., 4 INCH		109	SF
DETENTABLE WARNING SURFACE		31	LF
CURB RAMP CHENING, CONC.		6.5	LF
PAV'T MKGS, OVLV COLD PLASTIC, 12 INCH, CROSSWALK		132	FT
HMA, SE1		14	TON
CULV, GL A, 12 INCH		100	LF
CULV, ENR SECT, 12 INCH		6	EA
GR STRUCTURE, 24 INCH DIA		1	EA
PEDESTRIAN TYPE B BARRIAGE, TEMP		4	EA
THAT REGULATION CONTROL		1	LUMP SUM
SIGN TYPE B, ERECT, SALV		1	EA
EXCAVATION, EARTH		51	CY
MAINTENANCE GRAVEL, 1M		25	CY

NOTE:
SPREAD QUANTITY ON L.S.



NOTES:

1. TRIMMED AND RAMPED TO MEET CURRENT AMERICANS WITH LOW-BUDGET ACT (ACA) STANDARDS.
2. PLANT TREES AND FLOWERS (BIRCH) IN LOCATIONS WHERE TREES ARE GROWING.
3. PLANT TREES, SEEDS, AND MULCH IN DISTURBED AREAS TO RE-ESTABLISH GRASS.

MINOR TRAF DEVICES			
SIGNS	SIGN DESIGNATION	SIZE	AREA
SIDEWALK CLOSED	R3-V	24"x12"	2 SFT
ROAD WORK AHEAD	R20-1	36"x36"	4 SFT
END ROAD WORK	R20-2	36"x18"	4.5 SFT

NO	DATE	SUBMITTAL	NO	DATE	REVISION	PROJECT NO. 2321-0058	SCALE: 1"=20'
1	16-12-2021	INTERNAL REVIEW	2	—	—	DRAWING NO. 3	
2	30-11-2021	ISSUED TO CLIENT	3	—	—	DRAWING BY: WJH	DATE: 2021-05-17
3	11-03-2021	B6 NET	4	—	—	CHECKED BY: TAT	DATE: 2021-05-28
4	22-20-2022	ISSUED FOR BIDS	5	—	—	SECTION 2.3.3.1	TECHN. 1 N
5	—	—	6	—	—	—	RANGE 7 E
6	—	—	7	—	—	279/TENNESSEE TURNPIKE OF TENN	GALELAND COUNTY, GA
7	—	—	8	—	—	—	—

AGENDA NOTE

New Business: Item # 1

MEETING DATE: June 13, 2022

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

AGENDA TOPIC: Purchase of new perimeter fencing to amend the contract at the Water Treatment Plant as part of the Capital Improvement Project.

EXPLANATION OF TOPIC: The Water Treatment Plant is nearing its first phase of completion. It has been discovered recently that the city is not required to have three strand barbed wire as the initial plans were designed. The initial contract called for a U shaped section of fencing to be installed to match the site. This new additional fencing would result in a change order to demo the entire perimeter of 3 strand barbed wire fencing and install approximately 940 lineal feet of 8' high vinyl coated commercial grade fencing to match that which was installed at the Water Tower on Mill St. in 2019. With the credit and applicable mark-ups the newly installed fencing could be accomplished for the amount of \$60,876.94. The Water Department has obtained quotes that have been enclosed for council review. This purchase would be made utilizing account **592.452.802**.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Bid sheet listing three quotes for fencing project to delete barbed wire and update fencing
- 1.2 Fencing image as per initial contract
- 1.3 Updated fence image to show changes as requested by Owner

POSSIBLE COURSES OF ACTION: Approve/deny the purchase of new 8' Chain Link vinyl coated fencing for the water treatment plant resulting in a change order for the amount of \$60,876.94.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of new perimeter fencing for the Water Treatment Plant for \$60,876.94 under line item **592.452-802**.

SUBJ: ATTACHMENT - BID SHEET FOR COUNCIL REVIEW

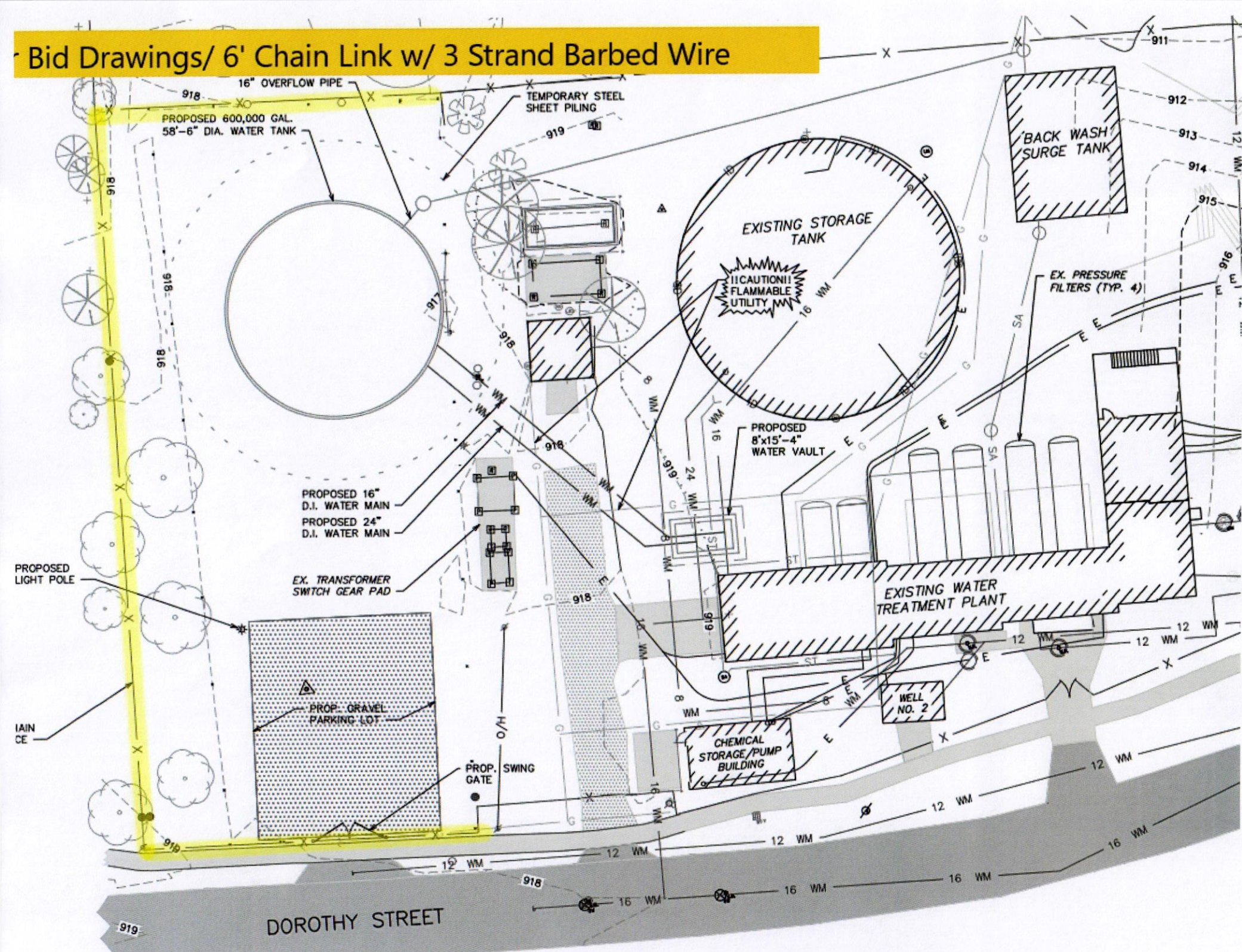
ITEM BEING PLACED ON AGENDA: FENCING FOR PERIMETER OF WATER TREATMENT PLANT

COMPANY	Legend Land Fence / 8880 Pontiac Trail, South Lyon MI 48178
BID CONTACT	Lindsey / (248)573-5557 X2
BID AMOUNT	TOTAL - \$80,375.53
DETAILS	Materials / Delivery and Assembly to include demo of existing fence

COMPANY	South Lyon Fence / 53583 Grand River, New Hudson MI 48165
BID CONTACT	248-437-4481
BID AMOUNT	TOTAL - \$69,753.98
DETAILS	Materials/Delivery and Assembly of approximately 950 lineal feet – demo included

COMPANY	Future Fence Company / 23450 Regency Park Dr. Warren MI 48089
BID CONTACT	Brian Landry/ (586)755-0900
BID AMOUNT	TOTAL \$60,876.94 w. Credit and Markup from L. D. Agostini
DETAILS	Materials/Delivery and Assembly of 8' Vinyl Coated Commercial Grade Fencing

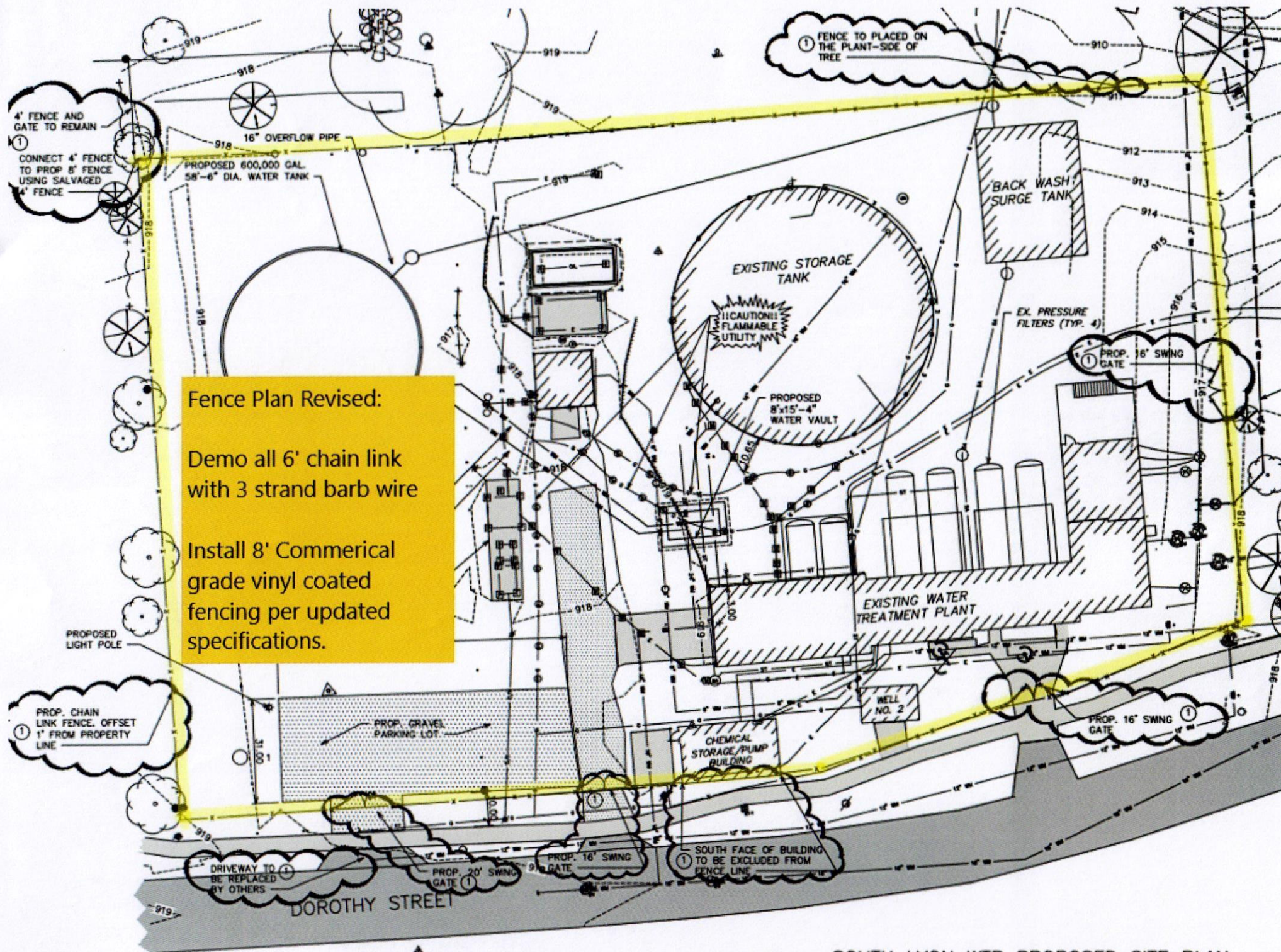
Bid Drawings/ 6' Chain Link w/ 3 Strand Barbed Wire



Fence Plan Revised:

Demo all 6' chain link with 3 strand barb wire

Install 8' Commerical grade vinyl coated fencing per updated specifications.



SOUTH LYON WTP PROPOSED SITE PLAN

AGENDA NOTE

New Business: Item # 2

MEETING DATE: June 13, 2022

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

AGENDA TOPIC: Purchase and installation of an overhead radiant unit heater for one of the Garages at the Department of Public Works.

EXPLANATION OF TOPIC: The overhead unit heater located in the garage had a recent failure and will need to be replaced. The current heater had reached the end of its useful life. The Operations and Maintenance Supervisor has met with several companies to discuss options and three quotes attached for your review. We recommend Lakeside Service as they have already replaced several unit heaters in the garages along with the main furnace in the Admin Building. They have provided excellent service and have been very thorough in their installation of HVAC equipment.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

1.1 Bid Sheet / Quotes for Overhead Unit Heater

1.2 Quotes (3) obtained to replace failed furnace

POSSIBLE COURSES OF ACTION: Approve/deny the purchase and installation of the overhead radiant heater for the garage located at the Department of Public Works under line item **101-440-931** used for Building Maintenance in the amount of \$5,478.99.

SUGGESTED MOTION:

Motion by _____, supported by _____ to approve the purchase and installation of a new unit heater for the maintenance garage at the Department of Public Works for the amount of \$5,478.99 under line item **101-440-931**.

SUBJ: ATTACHMENT - BID SHEET FOR COUNCIL REVIEW

**ITEM BEING PLACED ON AGENDA: OVERHEAD UNIT HEATER FOR GARAGE OF
DEPARTMENT OF PUBLIC WORKS**

COMPANY	D&R Heating and Cooling / 1201 E M36, Pinckney MI 48169
BID CONTACT	(734)878-9759
BID AMOUNT	TOTAL – \$5,599
DETAILS	Demo and installation of overhead unit heater

COMPANY	AAA Service Network / 324 W Grand River, Brighton MI 48116
BID CONTACT	810-227-1050
BID AMOUNT	TOTAL - \$5,319.00
DETAILS	Demo and Installation of overhead unit heater

COMPANY	Lakeside Service Company / 4367 S Old US23, Brighton MI 48114
BID CONTACT	Tom Salisbury Sr/ (810)923-7571
BID AMOUNT	TOTAL 5,478.99
DETAILS	Demo and installation of overhead radiant unit heater

PROPOSAL FROM: D & R HEATING AND COOLING, INC.

Residential - Commercial - Custom Sheet Metal - In-Floor Heating - New Construction - Remodel - Additions - Change outs - 24 Hour Service

Office: (734)878-9759

1201 E. M-36, PINCKNEY, MI 48169

Fax: (734) 878-6045

License Number: 71-11516

Proposal Submitted to: archey@southlyonmi.org 248-472-7178	Job Information: City of South Lyon 520 Ada St.South Lyon	Date: 6/7/2022
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The Michigan Compiled Law requires Contractors to be licensed under Sections 339.2401 to 339.2412.
D&R Heating and Cooling is licensed and insured in accordance with this law.

PROP.A.01

SECTION 1: We hereby submit specifications and estimates for the following work:

- Permit for work specified.
- Take down and dispose of existing 40' radiant tube heater that runs east to west in commercial garage.
- Supply and install (1) Sterling or Gordan Ray 40' radiant tube heater.
- This tube heater common vents with another tube heater in garage. The Btu of new heater to match sizing of the tube heater running north to south.
- Reconnect gas and smoke pipe.
- Rework electrical and reconnect to head of heater.
- Supply and install (1) new thermostat.
- Perform start up on new unit.

Note: HVAC UNITS SHOULD NOT BE USED AT ANY TIME DURING CONSTRUCTION AND REGISTER OPENING SHOULD BE COVERED UNTIL CONSTRUCTION COMPLETE. D&R Heating's 1 yr labor warranty and Manufactures limited parts warranty starts the day unit is put in use. If unit is ran during construction, all warranties by D&R Heating may be void and longevity of equipment may be compromised. Manufacture can turn down parts warranty if damaged by construction debris or usage. Any damage due to water, condensation, drainage, electrical, etc. while in use during construction is responsibility of builder/homeowner. If used during construction any/all service, maintenance, damage from that day forward, on unit will be billable and responsibility of builder or homeowner. Even if use temp furnace during construction, debris and drywall dust will get in duct system. We recommend duct system be cleaned prior to use of new furnace. Filters should be checked every 3 – 6 months the first two years after any furnace/duct system is used during construction.

Other Exclusions, if applicable:

Removal and disposal of any asbestos is responsibility of owner/builder.

Plumbing, electrical connections, control wiring high and low voltage wiring are responsibility of owner/builder.

Drops, chases and enclosing of mechanical rooms are responsibility of owner/builder.

Re-inspection fees due to no entry or work other than that done by D&R Heating is responsibility of owner/builder.

Any additional work not listed on this proposal, required or required by inspector, will be an additional charge.

D & R heating is not responsible for existing code violations.

Payment of deposit is also considered acceptance of proposal in lieu of signature. If canceled after deposit received refund of any deposit is to be determined by D&R Heating. If refund given will be less any cost/labor incurred by D&R Heating.

Title to equipment will remain in D&R Heating's name until all sums have been paid in full. A finance charge of 1.5% (APR 18%) will be assessed on all unpaid balances. Customer/Builder is responsible for any costs incurred by D&R Heating in collecting sums due under this contract, including lien filing fees and reasonable attorney fees. D&R Heating reserves the right to substitute with equivalent equipment if the proposed equipment becomes unavailable or increases significantly in price. The price listed below includes items in section 1 of this proposal only. Any additional items requested will be done for an additional charge. This proposal supersedes any other quotes. All warranties void if any balance left unpaid.

We propose hereby to furnish material and labor - complete in accordance with the specifications, **in Section 1**, for the sum of:

BASE AMOUNT Paid by cash or check	\$5,599.00
FIVE THOUSAND FIVE HUNDRED NINETY NINE DOLLARS AND NO CENTS	

Payment to be made as follows:

1/2 DOWN: 1/2 DUE AT START UP

This proposal may be withdrawn by D&R Heating if no signed acceptance is received within 30 days of proposal date.

Authorized Signature: _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing this proposal you are authorizing D&R Heating to do the work specified. Payment will be made as outlined above.

X _____ Print Name: _____ Date: _____

E-MAILED PROPOSALS ARE SUBJECT TO FINAL REVIEW BY D&R HEATING TO INSURE NO CHANGES OR ALTERATIONS ARE MADE.

AAA SERVICE NETWORK

AAA DUNLAPS SERVICE NETWORK

AAA BRIGHTON APPLIANCE



AAAServiceNetwork.com

**HEATING • COOLING • PLUMBING
WATER HEATERS • WATER SOFTENERS
GENERATORS • APPLIANCE REPAIR**

WORK ORDER # Q20435

1-800-FIX-IT-NOW**517-548-5040****810-227-1050****734-453-6630****248-349-2020**

CUSTOMER INFORMATION	NAME	City of South Lyon Dept. of Public Works	CELL PHONE	248-472-7178 (Jeff)	DATE	5-10-22
	ADDRESS	520 Ada St.	BEST PHONE	248-437-6914	TOWN/CITY	City of South Lyon
	CITY, STATE, ZIP	South Lyon, MI 48178	EMAIL			

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Drug free work place.
<input checked="" type="checkbox"/> All in home service professionals have cleared a criminal background check.
<input checked="" type="checkbox"/> Shoe covers and drop cloths will be used for your home protection.
<input checked="" type="checkbox"/> Licensed and Insured.
<input checked="" type="checkbox"/> Fully covered by Workers Comp. Insurance
<input type="checkbox"/> Wiring provided by licensed electrician.
<input checked="" type="checkbox"/> Low voltage wiring.
<input type="checkbox"/> A/C outdoor electrical disconnect with fuses.
<input type="checkbox"/> Properly sized refrigerant lines to save energy.
<input checked="" type="checkbox"/> Connect into existing electrical.
<input type="checkbox"/> Install refrigerant filter drier for compressor life. | <input type="checkbox"/> Refrigerant system is flushed with nitrogen to prevent contamination & evacuated to assure purity.
<input type="checkbox"/> Charge refrigerant to manufacturer's specifications.
<input type="checkbox"/> Supply plenum transition with sealed connections.
<input type="checkbox"/> Return air plenum with sealed connections.
<input type="checkbox"/> Noise reducing flexible duct connector.
<input checked="" type="checkbox"/> New gas piping from STUB to UNIT.
<input type="checkbox"/> Propane gas conversion kit.
<input type="checkbox"/> Connect vent to existing metal/PVC chimney.
<input type="checkbox"/> Connect into existing ductwork.
<input type="checkbox"/> Anti-vibration pads to elevate furnace.
<input type="checkbox"/> Condensate drain / pump system.
<input type="checkbox"/> Connect to existing plumbing. | <input checked="" type="checkbox"/> Meet all mechanical code requirements.
<input checked="" type="checkbox"/> Manual J heat loss / heat gain computer calculation for proper sizing of equipment.
<input checked="" type="checkbox"/> Complete system start-up to manufacturer's specs.
<input checked="" type="checkbox"/> Clean work area to customer's satisfaction.
<input checked="" type="checkbox"/> Completed quality installation audit.
<input checked="" type="checkbox"/> Warranty co-pay is waived with maintenance plan.
<input checked="" type="checkbox"/> All warranties require annual maintenance.
<input type="checkbox"/> _____ mfg. equipment replacement warranty.
<input checked="" type="checkbox"/> 3 year mfg. parts warranty.
<input checked="" type="checkbox"/> 1 year labor warranty.
<input type="checkbox"/> _____ year mfg. compressor warranty.
<input type="checkbox"/> _____ year mfg. heat exchanger warranty. |
|---|--|--|

COMFORT CLUB MEMBERS GET 20% OFF ALL REPAIRS: HVAC | APPLIANCES | PLUMBING | ELECTRIC

Infrasave 125kbtu 40' NG Tube Heater	5319
City of South Lyon Permits and Inspections	115
2023 Tube heater Tuneup/Clean/Check/inspect	129
Included with install @ -244	(INCL)
*Installed pricing - includes all parts, labor, taxes, materials, venting & hang kits	
* Includes man lift for installation	
*100% satisfaction guarantee	
*Lifetime guarantee on workmanship	

FULL PAYMENT DUE AT TIME OF COMPLETIONSCHEDULED
INSTALL DATE

I authorize the above work and I agree with the terms and conditions on reverse side.

Dan Zink (517) 404-2017

BUYER

DATE

AAA'S SERVICE NETWORK REPRESENTATIVE

DATE

TOTAL

5319

Deposit**Balance Due**

LAKESIDE **SERVICE COMPANY, INC.** **HEATING COOLING PLUMBING**


4367 South Old US 23 | Brighton | MI | 48114

"At Lakeside Service Company customer satisfaction always comes first"



Name:	City of South Lyon	Proposal#:	R504152022045947-1	Date:	04/15/2022
Site Address:	520 Ada Street	Billing Address:	520 Ada Street	Consultant:	Tom Salisbury Sr
City:	South Lyon	City:	South Lyon	Email:	tomsr@lakesideservice.com
State:	MI	State:	MI	Cell Phone:	(810) 923-7571
Phone: (248) 437-6914	Zip Code: 48178	Homeowner Email: rbrock@southlyonmi.org			


Zone 1

gordonRayBH	System Investment
	Investment Type :Cash/Check
	Base System \$5767.36
	Optional Items Total \$0.00
	Instant Rebate Total(Before & After Tax Rebates Applied) <\$288.37>
	System Total \$5478.99
	Initial Investment \$0
	Balance \$5478.99
	Net Investment After Credits & Rebate \$5478.99

Rebates

5% DISCOUNT	\$288.37
-------------	-----------------

Not Purchased

	Model Number : High Efficiency Radiant reflectors Roberts-Gordon's innovative high efficiency reflectors increase radiant efficiency to an Infrared Factor of 15! Higher than any other low-intensity infrared heater on the market! Now, improved efficiency means even more radiant heat and up to 20% * additional fuel savings!	EMI \$0.00
		\$490.17

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Customer:	Date:	Representative:	Date:
		Approved By:	Date:



LAKESIDE

SERVICE COMPANY, INC.

HEATING COOLING PLUMBING

4367 South Old US 23 | Brighton | MI | 48114

"At Lakeside Service Company customer satisfaction always comes first"



Name: **City of South Lyon** Proposal#: **R504152022045947-1** Date: **04/15/2022**

Component In Base System Investment

Qty	Model #	Description
1	Roberts Gordon Infrared Heater BH-125	Gordon Ray 125K MBH Burner, 42 Ft. Tube Heater, Natural Gas Net: Complete with: (1) Line T-Stat, and Includes: Aluminized Transition Tube, Hot Rolled Steel Heat Exchanger Tubes, Stainless Steel Couplers, Hangers, Reflectors, Gas Flex with Shut-Off, Chain Sets
1	Mechanical Permit	Mechanical permit pulled by Lakeside through proper municipality. required by code
1	Scissor Lift - 1 day	Rental for a scissor lift for one day.

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Date:

Customer:

Date:

Approved By:

Date:



LAKE SIDE

SERVICE COMPANY, INC.



HEATING COOLING PLUMBING

4367 South Old US 23 | Brighton | MI | 48114

"At Lakeside Service Company customer satisfaction always comes first"



Name:	City of South Lyon	Proposal#:	R504152022045947-1	Date:	04/15/2022
Site Address:	520 Ada Street	Billing Address:	520 Ada Street	Consultant:	Tom Salisbury Sr
City:	South Lyon	City:	South Lyon	Email:	tomsr@lakesideservice.com
State:	MI	State:	MI	Cell Phone:	(810) 923-7571
Phone: (248) 437-6914	Zip Code: 48178	Phone: 2484376914	Zip Code: 48178		

Your Home	Your Consultant
	

Proposal Notes

Buyer hereby declares that buyer holds title to property in which merchandise is being installed, and has legal authority to order the work outlined above. The Seller retains title to all materials and property listed herein until payments have been made in full. Accounts not paid within thirty days of notice of invoice are in default and a late payment charge computed by "periodic rate" of 1 1/2% per month will be added. Buyer agrees to any reasonable attorney or collection fees incurred by Seller in securing payment for this contract.

We hereby propose to furnish material and labor in complete accordance with the above specifications for the sum of Five Thousand Four Hundred Seventy Eight Dollars and Ninety Nine Cents
(Total extended Price with Tax after Discount)

\$5,478.99

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.	Representative:	Date:
Customer:	Date:	Approved By:
		Date:

AGENDA NOTE

Item No. 3

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Renewal of Contract for Assessing Services

EXPLANATION OF TOPIC: We have received a new contract from Oakland County to provide assessing services for the City of South Lyon. The rate is \$15.31 / Real Property parcel, and \$12.54 / Personal Property parcel. The contract runs from July 1, 2022 to June 30, 2023 and represents a 4% increase.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Renewal letter and Assessing Contract with Oakland County.

POSSIBLE COURSES OF ACTION: To approve or not approve Oakland County to handle assessing related duties for the City of South Lyon from July 1, 2022 to June 30, 2023. Acct# 101-200-802.

SUGGESTED MOTION(s): Motion by _____, supported by _____ to approve or not approve Oakland County to handle assessing related duties for the City of South Lyon from July 1, 2022 to June 30 2023. Acct# 101-200-802.

Equalization Division
(248) 858-0740 | equal@oakgov.com

May 18, 2022

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

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

Dear Ms. Deaton:

The existing assessing contract between Oakland County Equalization and the City of South Lyon will expire on June 30, 2022. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials.

In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision: the cost per parcel has been adjusted by a 4% increase; as referenced in the letter dated April 14, 2022, from Deputy County Executive Sean Carlson. In summary, the cost per parcel to the city will be as follows:

Contract Year	Real Property Rate	Personal Property Rate
2022-2023	\$15.31	\$12.54

These rates will be effective for the period July 1, 2022, to June 30, 2023. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to reach out. You can contact Kimberly Hampton at 248-858-2039 or me at 248-221-0652.

Sincerely,



Kyle I. Jen
Director of Management and Budget
Oakland County

KIJ/kdh
Enclosures

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF SOUTH LYON
(Real and Personal Property Services)**

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

INTRODUCTORY STATEMENTS

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

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

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", and "Party" and "Parties"), the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or

plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

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

- 1.5. "Municipality Taxpayer" means all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
 - 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.
- §2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The full and complete scope of all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").
- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. Equalization Division Assistance Services or Services, to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2022 to June 30, 2023 as required by laws of the State of Michigan. The County shall make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
 - 2.2. PURPOSE OF COUNTY "SERVICES". The purpose of all Equalization Division Assistance Services or Services to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and the Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.
 - 2.3. MANNER COUNTY TO PROVIDE SERVICES. All Equalization Division Assistance Services or Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's Equalization Division Personnel.
 - 2.3.1. Equalization Division Personnel, including those certified as Michigan Master Assessing Officers (MMAO), shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

- 2.3.2. The County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with job instructions, job descriptions, and job specifications and shall in all circumstances control, supervise, train, or direct all Equalization Division Personnel in the performance of all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide all such terms and conditions of employment and make all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's

training standards or proficiency(ies), any level or amount of required supervision, all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

- 2.3.5. Except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.

2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other services or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

- 2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to

defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties the term of this Contract shall begin on July 1, 2022 and shall end on June 30, 2023, without any further act or notice from either Party being required. All Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

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

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. Under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities, or obligations that the Municipality may incur shall not become a debt, liability, obligation, or Claim(s) against the County.

4.3. The Municipality shall at all times remain responsible for the ultimate completion of all Municipality duties or obligations under all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

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

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

§6. PAYMENT SCHEDULE. The Municipality shall pay to the County the following: For the contract year 2022-2023 the sum of \$15.31 for each real property description and \$12.54 for each personal property description rendered. Payment for the contract year 2022-2023 is payable on or before July 1, 2023.

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

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality shall be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be

calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any Services or performance obligations under this Contract.

§7. LIABILITY. Each Party shall be responsible for any Claims made against that Party and for the acts of County Agents or Municipality Agents, as applicable. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

- 7.1. This Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any Services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special, or consequential damages, including, but not limited to any replacement costs for Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this

Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

7.3. Neither Party has any right pursuant to or under this Contract against the other Party to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the Party based upon any legal theories or alleged rights of any kind, whether known or unknown, for any alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against a Party and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

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

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

8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.

8.2. The Municipality shall be solely liable for all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or

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

- 8.3. No Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
 - 8.4. The Municipality shall provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the Municipality shall notify the County immediately of approval of any application for abatement or tax exemption.
 - 8.5. The Municipality shall inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality shall inform the County Agents regarding any millage increase (new) or renewal.
 - 8.6. The Municipality is responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
 - 8.7. The Municipality Agents shall perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy, and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
 - 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and it shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the County Agents performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The County's and/or County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. No liability, right, or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. This Contract does not, and is not intended to, create either any absolute right in favor of the Municipality or any correspondent absolute duty or obligation upon the County, to guarantee that any specific

number(s) or classification of County Agents will be present on any given day to provide Services to the Municipality.

- §11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 11.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 11.2. All Municipality obligations, including, but not limited to, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §12. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. This Contract, and/or any amendments thereto, shall be approved by resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the County Clerk, the Clerk for the Municipality, and the Secretary of State.
- §13. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties, this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §14. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §15. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §16. NOTICES. Except as otherwise expressly provided for herein, all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that

signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

- §17. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §18. ENTIRE CONTRACT. This Contract sets forth the entire agreement between the County and the Municipality and supersedes all prior agreements or understandings between them in any way related to the subject matter hereof. All terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

The undersigned execute this Contract on behalf of the Parties and by doing so legally obligate and bind the Parties to this Contract.

IN WITNESS WHEREOF, Daniel L. Pelchat, Mayor of the City of South Lyon, acknowledges that he has been authorized by a resolution of the Governing Body of the City of South Lyon to execute this Contract and accepts and binds the City of South Lyon to this Contract.

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

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

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Contract and accepts and binds Oakland County to this Contract.

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

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland

AGENDA NOTE

Item No. 4

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Peoples Express Contract

EXPLANATION OF TOPIC: We have received a new contract from Peoples Express. The contract has been updated per the recommendation of our City Attorney. They have also added a rider fare increase for riders going to New Hudson Walmart and Ascension Providence Only. This change is from a \$2 fare per one-way trip to a \$4 fare per one-way trip.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Updated 1 year Contract with Peoples Express.

POSSIBLE COURSES OF ACTION: To approve or not approve the 1 Year Contract with Peoples Express. Acct# 101-295-802

SUGGESTED MOTION(s): Motion by _____, supported by _____ to approve or not approve the 1 Year Contract with Peoples Express. Acct# 101-295-802.

People's Express

CONTRACT TO PROVIDE TRANSPORTATION SERVICES

1. Background

This Contract is entered into by the City of South Lyon (hereinafter "City") whose office is located at 335 S. Warren South Lyon, MI 48178, and People's Express Inc. of P.O. BOX 505, Whitmore Lake, MI 48189, a non-profit corporation (hereinafter "PEX").

2. Purpose

The purpose of this Contract is to provide public transportation assistance to all residents of the City of South Lyon and to provide a mechanism by which the City can provide assistance to its senior citizens and people with disabilities who require low-cost transportation.

3. Duration of Contract

The initial term of this Contract shall be one (1) year commencing the date that both parties sign this Contract. Thereafter, the term of this Contract shall automatically renew for successive one (1) year terms and shall remain in effect for the term unless either party provides written notice to the other party of its intent to terminate the Contract as provided in Section 14. All parties have the right to request a review of this Contract prior to the end of the then-existing term and upon mutual agreement, a new contract may be executed to reflect updates to the Contract. Notwithstanding the terms of this provision, the parties may terminate the Contract at any time in accordance with Section 14, below.

4. Scope of Services

- a. PEX will perform, in a timely fashion for the benefit of the City, transportation service with an area as determined by the City and shown on Exhibit A to this Contract and made part hereof ("Service Boundary").
- b. PEX will at all times maintain its equipment in good mechanical condition in conformity with all applicable safety regulations and will keep all vans and/or buses in clean condition, subject to inspection by the City at all times.
- c. PEX warrants that it now has, and will continue to have, during the term of this Contract all necessary licenses, certifications, or other documents required by any

People's Express

governmental agency, federal and/or state, which authorize or permit the operation of public transportation service.

- d. PEX will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used and have received Training. Criminal background checks shall be performed on all drivers. Drivers shall display proper courtesy toward passengers and maintain a neat, clean appearance.
- e. PEX shall maintain upon its van and/or buses appropriate signage or markings so that "People's Express" may be identified by users of the service. PEX will abide by the policies and statements set forth in this Contract.

5. Program Guidelines

- a. Hours of operation are from 9:00 am to 5:00 pm on weekdays (Monday-Friday) only. Residents in need of life-sustaining appointments may request earlier or later times at the discretion of PEX.
- b. Eligible riders must be residents of the City.
- c. Riders will schedule rides directly with PEX. Three (3) business days advance notice is required.
- d. The rider will be expected to pay their fare at the time of the ride.
- e. PEX will bill the City on a monthly basis as provided for in Section 7 below.
- f. Aids or other persons assisting either seniors or persons with disabilities will be permitted to ride at no cost.
- g. Riders who require assistance while the driver is operating a vehicle must have an aide in order to ride with us. Riders who have signs of dementia or memory loss must have an aide as well.
- h. Rides will be billed based on the agreed fee schedule for destinations.
- i. Rides outside of the boundary will be the sole responsibility of the rider and paid at the time of the ride.
- j. In this Contract, the term "senior" is defined as an adult resident who is fifty-five years of age or older and the phrase "persons with disabilities" refers to a resident,

People's Express

regardless of age, with a physical or mental impairment that substantially limits one or more major life activities, and the term "client" is defined as any resident who receives a ride from PEX under the terms of this Contract.

- k. PEX shall provide curb to curb pick-up and drop-off.
- l. PEX shall provide door-to-door pick-up for people with a mobility device and in need of assistance. PEX will not assist clients with mobility devices up or down stairs; they must have a ramp to and from the house. Vehicles will be parked at the curb and the driver will assist the client up and down the driveway.

6. Fare Collection from the public

- a. PEX shall charge residents of the City utilizing its service two (\$2.00) dollars for each one-way trip within the boundaries of Exhibit A.
- b. PEX shall charge Seniors (meaning adults over the age of 55) and persons with disabilities a discounted rate of one (\$1.00) dollars per one-way trip within the boundaries of Exhibit A.
- c. PEX shall charge residents of the City utilizing its service two and 50/100 (\$2.50) dollars for each mile from the resident's home to their destination and vice-versa when going outside of the boundary limits of Exhibit A per one-way trip.
- d. PEX shall charge Seniors (meaning adults over the age of 55) and persons with disabilities a discounted rate of one and 25/100 (\$1.25) dollars for each mile from the resident's home to their destination and vice-versa when going outside of the boundary limits of Exhibit A per one-way trip.
- e. Exceptions for this mileage charge include the following locations:
Ascension Providence Hospital Area and the New Hudson Walmart, which will have a four (\$4) dollar charge for each one-way trip.

7. Terms of Payment

- a. For this Contract, PEX shall charge a fee of Seven Thousand Two Hundred Fifty-Six Dollars (\$7,256.00) per month to operate one (1) vehicle within the boundaries of Exhibit A for the duration of the hours of operation. PEX shall be paid by the City within thirty (30) days of the date of billing.

People's Express

- b. The average inflation rate per year over the last 20 years is 3.10%. Thus, in order for PEX to maintain the level of services provided at the start of the Contract, an inflation rate of 3.10% will be applied on an annual basis.

8. Ridership Information

PEX may provide the City information regarding the number of riders; whether riders are seniors or persons with disabilities; the purpose of the ride; and the dates rides were provided. Such information shall be provided upon request by the City.

9. Unavoidable delay

In the event of severe weather conditions, road conditions, strikes, or conditions totally beyond PEX's reasonable control, PEX shall notify the City and its appropriate local officials in as much advance notice as possible of the effect of such conditions on service. PEX shall provide substitute vehicles, which are adequate in its judgment, in the event of mechanical problems or another inability to provide service. In the event of failure of PEX to provide service for a period greater than two (2) consecutive days in any month, the City shall deduct its monthly payments a sum equal to 1/25 of the monthly charge for each day beyond two (2) days for which service is not provided.

10. Insurance

- a. PEX shall carry and keep in force a comprehensive general liability insurance policy covering the use, maintenance, and operation of its vehicles in amounts not less than the following: Five Million Dollars (\$5,000,000) combined single limit of liability for each occurrence for Bodily Injury and Property Damage Liability.
- b. Upon execution of this Contract, PEX shall present certificates for insurance coverage to the City for its review. PEX shall have the City named as an additional insured on its policies. PEX, its successors, assigns, officers, directors, employees, and agents shall hold the City and its employees, officials, volunteers, consultants and agents harmless from any liabilities, obligations, losses, damages, claims, costs, including legal fees and expenses incurred by or asserted against PEX resulting from any of the following:
 - 1. Failure of PEX to operate bus service and conformance with law or this Contract;
 - 2. Violation of PEX of any of the provisions of this Contract;
 - 3. Failure or act by any officers, director, employee, or agent of PEX;

People's Express

4. Injury to a person, loss of life, or loss or destruction of property arising out of or relating to the operation of this service.

- c. PEX will promptly notify the City in writing of any claim or liability that PEX believes to involve the City. PEX shall properly defend the City from any claim or liability that PEX hereby agrees to indemnify. The City shall be kept properly informed of the status of the proceedings defended by PEX, and the City shall be furnished with copies of all documents filed or served upon PEX. PEX shall not settle or compromise any claims, suit, action, or proceeding, or pay any sum of money, in which there is any prospect that the City shall be named as Defendant, without first obtaining approval of the City.

11. Modification of Contract

Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

12. Indemnify

PEX agrees to indemnify and hold harmless the City, and its respective directors, shareholders, affiliates, officers, agents, employees, volunteers and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind of amount whatsoever, which result from or arise out of any act or omission of PEX, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the expiration or termination of this Contract.

13. Confidentiality

- a. To the extent that PEX receives confidential information as defined in the Michigan Freedom of Information Act, Public Act 442 of 1976, relating to a client, PEX shall comply with state and federal laws, including the Michigan Freedom of Act, if applicable, regarding its obligations to protect or disclose such information.

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14. Termination of Contract

Either party may terminate this Contract for cause at any time in the event that the other party fails to perform its obligations hereunder, or may, in the alternative, withhold funds until the performance of the party in breach is brought into compliance. Unless the nonperformance results in an immediate threat to public health or safety, the City will provide PEX with written notice of non-compliance and a 30-day period to cure such non-compliance before termination or withholding of funds or services. Further, either party may terminate this Contract at any time for any reason, including convenience, upon 120 days' written notice, provided that the parties shall continue their obligations to each other under the terms of this Contract until it is terminated after the notice period has ended.

15. Severability

In the event any provision of this Contract is determined to be invalid, the remainder of the Contract shall remain in full force and effect.

16. Equal Employment Opportunity

a. PEX warrants that PEX is an equal opportunity employer and that during the performance of this Contract it will comply with Federal Executive Order 11246, as amended, The Rehabilitation Act of 1973, as amended, and the respective regulations thereunder, and the Michigan Civil Rights Act of 1976. During the performance of this Contract, PEX agrees to comply with all applicable Federal, State, and local laws. In the event of PEX's violation of Federal or State civil rights laws, or allegations of non-compliance with any civil rights regulation, the City shall be permitted to void this Contract, and sanctions or penalties, if imposed upon the City, shall be the responsibility of PEX.

People's Express

- c. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

17. Relations of Parties

In the performance of this Contract, PEX (its agents, contractors, and employees) shall be regarded at all times as performing as independent contractors of the City. Consistent with that status, PEX reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Contract, and the City shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by PEX in performing under this Contract. However, the City shall have the right to evaluate PEX's performance under this Contract after consultation between the parties.

18. Conflict of Interest

- a. The parties to this Contract certify that no member, officer, or employee of PBX or the City, having direct or indirect control over this Contract, shall, during his/her employment or in tenure with the City and two (2) years thereafter, shall have any interest direct or indirect in this Contract or the proceeds of it.

19. Good Standing

PEX warrants that PEX is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Michigan.

20. Governing Laws

This Contract shall be interpreted under and governed by the laws of the State of Michigan

People's Express

21. Compliance with Laws

PEX agrees to comply with all applicable statutes, ordinances, and regulations of the United States and the State of Michigan, and units of local government

22. Notices

All notices required pursuant to this Contract shall be in writing or shall be emailed to the parties at the address listed in this Contract.

To PEX:

People's Express, Inc.

Douglas Anderson

P.O. Box 505, Whitmore Lake, MI 48189

Email: douganhs@sbcglobal.net

To City of South Lyon Board of Trustees:

Lisa Deaton

City of South Lyon

335 S. Warren South Lyon, MI 48178

Email: ld Eaton@southlyonmi.org

People's Express

IN WITNESS WHEREOF, the City and PEX have executed this Contract as of the date above and in accordance with the laws of the State of Michigan.

People's Express, Inc.

Signature: _____

Printed: _____

Title: _____

Date:

City of South Lyon

Signature: _____

Printed: _____

Title: _____

Date:

Last modified on 6/03/2022

People's Express

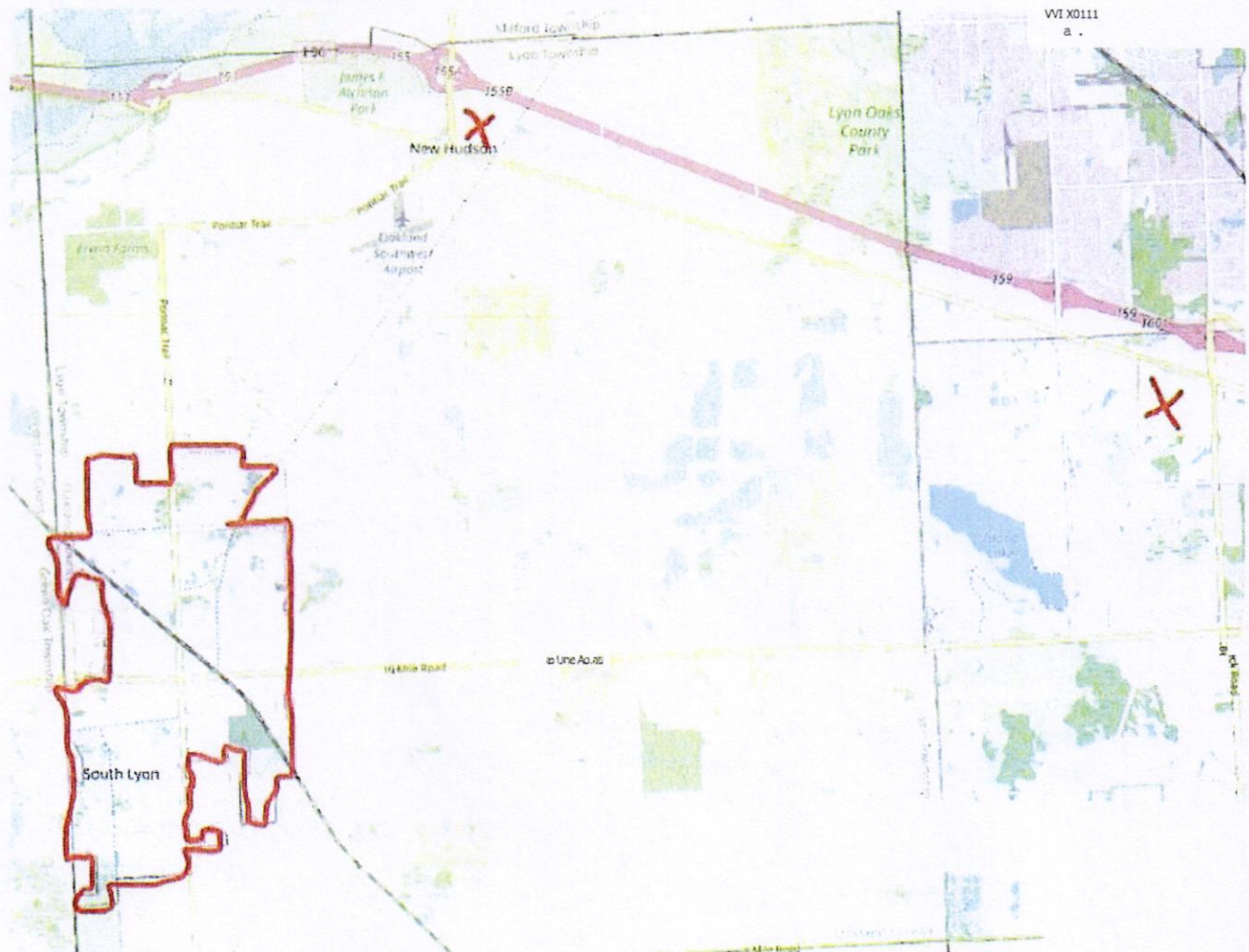
Exhibit A - The City of South Lyon

In Boundary - The red line outlines the boundary of the city

- Residents within the red boundary pay two (\$ 2.00) dollars per one-way trip.
- Seniors and people with disabilities receive a discounted fare. They pay one (\$1.00) dollars within the red boundary per one-way trip.

Out of Boundary

- Residents outside the red boundary pay two and 50/100 dollars (\$2.50) per mile.
- Seniors and people with disabilities receive a discounted fare. They pay a dollar twenty-five (\$1.25) per mile.
- Expectations for the out-of-boundary mileage charge include the two red X's which are Ascension Providence Hospital Area and the New Hudson Walmart. When heading to either marked red X, residents are charged a rate of four (\$4.00) dollars per one-way trip.



AGENDA NOTE

New Business # 5

MEETING DATE: June 13, 2022

PERSON PLACING ITEM ON AGENDA: Joey Thorington, Fire Chief

AGENDA TOPIC: Purchasing one hundred fire hydrant storz caps that have pressure relief valves.

EXPLANATION OF TOPIC:

Many of South Lyon's current fire hydrants have two storz fittings instead of the traditional threaded fittings. The problem is that the storz fittings have a rubber gasket and are quarter turn to remove. The rubber gaskets do not let air escape and on hot days, air expands and pressurizes the hydrants. When the hydrant caps are removed either by the DPW or Fire, they have occasionally experienced the caps violently shooting off the hydrants, causing a safety issue for anyone in the vicinity.

Jeff Archey with the DPW contacted several hydrant companies seeking a solution. Only one company, East Jordan, has an answer for pressure building-up in dual storz fittings fire hydrants. With East Jordan being the sole source, we ask that the bidding process be waived.

East Jordan makes a cap that has a pressure relief valve on it. This valve can be opened to release pressurized heated gases before removing the cap. The cap comes with a metal strap to help prevent theft and vandalism.

South Lyon currently has 95 hydrants that have dual storz fittings on them. Only one new cap will be needed for each fire hydrant. Each cap list price for \$135.00. If we purchase 100 or more caps, they will sell them at a reduced bulk rate of \$120 each.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: See pictures on page two below.

POSSIBLE COURSES OF ACTION: Approve the purchase of one hundred fire hydrant caps with relief valves from East Jordan from account line item 592-540-930. Each cap costs approximately \$135.00. The total cost for this purchase will be 100 caps x \$120, or approximately \$12,000.00.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of one hundred fire hydrant caps from East Jordan totaling approximately \$11,400.00 from account number 592-540-930.



Current Storz fitting Caps on Fire Hydrant Behind Fire Station



Proposed Fire Hydrant Cap with Relief Valve



Quotation

ejco.com
800 626 4653

Account Name City of South Lyon
Ship to 520 Ada, South Lyon, MI, US, 48178
Bill to Attention Accounts Payable 335 South Warren Street, South
Lyon, MI, US, 48178
Full Name Jeff Archey
Business Phone (248) 437-1735
Email archey@southlyonmi.org
Business Fax
Close Date 6/9/2022

Quote Number 00519701
Quote Name Harrington 4" Blind storz w/ Peacock
Valve and cable
Created Date 6/9/2022
Expiration Date 7/9/2022
Prepared by Wesley Krum
Email wes.krum@ejco.com
Phone 248-546-2004
Fax 248-546-4612

Quantity	Product N°	Description	Notes	Line Charge	Sales Price (USD)	Total Price (USD)
100	99810814	4" BLIND STORZ CAP W/BLEEDER			120.00	12000.00

Subtotal 12000.00 USD
Grand Total 12000.00 USD

Notes and Comments