

City Council Meeting

May 28, 2013

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Agenda
Minutes – May13, 2013
Public Comment:

I. Old Business

1. None

II. New Business

1. Memorial Day Parade
2. Agreement with Oakland County for Assessing Services
3. Fire Chief
4. Public Hearing for the 2013-2014 Budget
5. Adoption of the 2013-2014 Budget
6. Purchase of Raw Sewage Pump

III. Manager's Report

IV. Council Comments

V. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
MAY 13, 2013

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

Mayor Wallace led those present in the Pledge of Allegiance to the Flag

PRESENT: Mayor Wallace
Council Members: Kivell, Kopkowski, Rzyzi, Wedell, Kramer and Dixon
Also Present: City Manager Murphy, Department Head Martin, Chief Collins,
Chief Kennedy, Attorney Wilhelm and Clerk/Treasurer Deaton

MINUTES

CM 5-1-13 MOTION TO APPROVE MINUTES

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

VOTE: MOTION CARRIED UNANIMOUSLY

MONTHLY BILLS

Some discussion was held regarding the monthly bills as presented

CM 5-2-13 MOTION TO APPROVE THE MONTHLY BILLS

Motion by Kivell, supported by Kramer
Motion to approve the monthly bills as presented

AGENDA

City Manager Murphy stated he would like to add as item 1A, Police Week Proclamation

CM 5-3-13 MOTION TO APPROVE THE AGENDA

Motion by Wedell, supported by Dixon
Motion to approve the agenda as amended

PUBLIC COMMENT

Mayor Wallace stated the Townie Award is not sanctioned by the City, but given in honor of Norma Wallace. He further stated this year the award is going to someone that most people in the room will know. Mayor Wallace stated this person has contributed so much to this community, and this year's award is going to Phil Weipert. Mr. Weipert stated he has lived here for 25 years and he loves this town, and has always tried to be involved and he thanked the Mayor for the award.

Chief Kennedy stated he would like to have a brief moment of silence for fallen firefighter Brian Wolkey, from the Westland Fire Department. He further stated the Fire Department has recently conducted a multi-step up promotional process, and these members have shown outstanding commitment to the fire department and administrative and operating functions. City Clerk Deaton the following in, Assistant Chief Dan Hammon, Captain Mike Wier, Sergeant Cory Armstrong, and Sergeant Todd Gerhardt.

Mr. McCloud of 500 Willow of Parks and Recreation stated he would like to read a statement from the Parks and Recreation Committee to be entered on the record. (See attached).

George Foman of 869 Huntington stated he is here to discuss the Volunteer Park nature trails. He further stated he has some information he would like to share with Council. Mr. Foman stated that nature, bike trails and the community spirit is something he really enjoys about the City. He further stated people have worked hard to get the bike trail paved, and people have worked hard to have Volunteer Park be a very nice place. He further stated there has been a nice balance in the last few years, with the ability for sporting events, the bike trails and the hiking trails. Mr. Foman stated even the farming that was done a couple of years ago was a good addition. He further stated as of last year there was still a nice balance to the park. This spring the balance has been disturbed. Mr. Foman stated he feels that decisions have been made without reasonable and fair notice to the residents of South Lyon, and he feels there should have been a sign in the park stating what was going to be done with the park. Just making decisions at meetings that not all residents attend is not fair. He further discussed the maintenance agreement that the City has with the farmer. Mr. Foman asked Council to halt all of the destruction at the park until all residents have a chance to discuss this with Council.

Jonathan Johnson of 61393 Dean Drive stated it is a matter of balance. He stated it should be a community decision. He further stated the master plan is a goal, but it can be changed. He further stated there are discussions being held without the public's knowledge. There is no notification given to the public about what is being done at Volunteer Park. He hopes there is a way where we can find a nice balance between the different interests that people have.

OLD BUSINESS- None

NEW BUSINESS

1. Mental Health Proclamation

Mayor Wallace stated it is important for people to be aware of mental health issues.

CM 5-4-13 MOTION TO APPROVE RESOLUTION OF MENTAL HEALTH AWARENESS MONTH

Motion by Wedell, supported by Rzyzi

Motion to approve the resolution/proclamation designating May 2013 Mental Health Awareness Month in the City of South Lyon, Oakland County, Michigan

VOTE MOTION CARRIED UNANIMOUSLY

1A. Police Week Proclamation

Mayor Wallace stated this was a law started by John F Kennedy in 1962. He further stated it was amended in 1994.

CM 5-5-13 MOTION TO ADOPT THE PROCLAMATION OF POLICE WEEK

Motion by Kramer, Supported by Dixon

Motion to adopt the proclamation designating May 12-May 18, 2013 as Police Week in the City Of South Lyon and direct the flags on all City buildings be flown at half-staff on May 15, 2013.

VOTE: MOTION CARRIED UNANIMOUSLY

2. Re-Appointments

Mayor Wallace stated there are several positions that are up for renewal, and we will be making one new appointment tonight. He further stated he would like to appoint Linda Ross to step forward to do a 3 year appointment for the Historical Commission.

CM 5-6-13 MOTION TO APPROVE APPOINTMENT BY MAYOR WALLACE

Motion by Kramer, supported by Dixon

Motion to approve the appointment of Linda Ross to the Historical Commission

VOTE: MOTION CARRIED UNANIMOUSLY

3. Appointments

Mayor Wallace stated he would like to make the multiple appointments with one motion.

CM 5-7-13 MOTION TO APPROVE THE RE-APPOINTMENTS MADE BY MAYOR WALLACE

Motion by Kivell, supported by Kramer

Motion to approve the re-appointments made by Mayor Wallace of the following:

Margaret Kurtzweil	Planning Commission	Term Expires: March 2016
Keith Bradley	Planning Commission	Term Expires: March 2016
William Rodman	Zoning Board of Appeals	Term Expires: March 2016
Steve Mosier	Zoning Board of Appeals	Term Expires: March 2016
Mike Orlando	Parks and Recreation	Term Expires: March 2016
Elizabeth Pfile	Historical Commission	Term Expires: March 2016
Randy Clark	Housing Commission	Term Expires: March 2016

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Police Donation Acceptance

Chief Collins stated the daughter of Mr. and Mrs. Reynold Sweet sent a check to the police department for \$100.00 as a donation in honor of her parents.

CM 5-8-13 MOTION TO ACCEPT DONATION

Motion by Kopkowski, supported by Kivell

Motion to accept the \$100.00 donation from Ms. Bonnie Piotter, and to thank her for her generosity.

VOTE:

MOTION CARRIED UNANIMOUSLY

5. Lake Street Cruise-in

Mary Poole of the Lake Street Tavern stated she is proposing this event again this year for a car show featuring vintage cars. She further stated they are requesting the route from Lake Street from Pontiac trail to Reese, leaving open Wells Street for north and south traffic. Discussion was held regarding the pedestrian traffic, and the sponsors of the cruise in. Councilmember Kopkowski stated she would like to know how the cruise in is being covered by the Pumpkinfest 501c3. Ms. Poole stated they also sponsor Pumpkinfest, and they are a part of Pumpkinfest so they are using the hold harmless, because signing as an individual would put all responsibility on one person so using the Pumpkinfest hold harmless makes more sense. Councilmember Kopkowski asked if any of the money from Pumpkinfest is being used for the cruise in. Ms. Poole stated no. The question was asked why the City Manager hasn't received the financials from the Pumpkinfest Ms. Poole stated she will check into it and get the information to the Manager.

Discussion was held regarding last year's event and some issues with parking.

CM 5-9-13 MOTION TO APPROVE THE LAKE STREET CRUISE-IN

Motion by Kivell, supported by Wedell

Motion to approve the Lake Street Cruise-in application and resolve 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 Lake Street Cruise-in on May 22, June 26, July 24, August 28, and September 25, 2013 and the related road closures: Lake Street between Lafayette Street and Reese Street from 6:30 p.m. to 9:30 p.m. 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:

MOTION APPROVED 3 OPPOSED

Wallace, Rzyzi, Kopkowski

6. Adoption of Cultural Arts By-laws

Linda Lemke of the Cultural Arts Commissions stated she is here to present the proposed by-laws of the commission. She stated the first project will be the atrium at City Hall. She stated they have completed their mission statement as well. She stated the atrium could be a unique community gallery and utilize the space for the enjoyment of the liberal arts. Ms. Lemke stated the Cultural Arts Commission will put on two shows for local artists. For the shows they would charge an entry fee, plus 20% commission on work sold at that time. The remainder of the year, they would like to rent out the space for a range of \$200 or \$300 dollars for anyone that would like to have a one or two person show. It will give the commission an income of \$1600. – \$2400. Discussion was held regarding the art shows they would like to do. She further stated eventually they will have an itemized budget. She stated they are asking for \$6500.00 budget for the commission from Council. Councilman Kramer asked if the Commission has asked the schools to donate any money because the shows will be utilizing some of the student's artwork. She stated they have not asked the schools. The City will be purchasing the entire display panel system. He further asked if the commission will be coming back every year asking for money. Ms. Lemke stated no, this is a one-time request to purchase the panel systems. Councilman Rzyzi stated he voted no on forming this Commission because he doesn't feel this is something the taxpayers would like to pay for. Councilmember Kopkowski stated she is a big supporter of the arts, but she struggled with the DWRP decision, but had to approve it, and she understands they are only asking for seed money, but she can't support the tax payers paying for it. She further stated art is a luxury, and not a necessity. She further stated the commission should possibly have a fundraiser to get the seed money. Councilman Wedell stated we can approve the by-laws and deal with the budget money at another time. Discussion was held regarding the first show being held in the fall of this year.

CM 5-10-13 MOTION TO APPROVE CAC BY-LAWS

Motion by Kramer, supported by Wedell

Motion to approve the revised By-Laws as presented by the Cultural Arts Commission.

VOTE:

MOTION CARRIED – 1 OPPOSED

RYZYI

7. Title VI Plan

Attorney Wilhelm stated this is a plan that is required by the State of Michigan. He further stated it is part of the Civil Rights plan and it provides for procedures and guidelines to ensure no one is discriminated against. MDOT has approved it and it is ready for Council to approve.

CM 5-11-13 MOTION TO APPROVE TITLE VI PLAN

Motion by Kivell, supported by Wedell

Motion to approve and adopt the Title VI Non Discrimination Plan as presented.

VOTE:

MOTION CARRIED UNANIMOUSLY

8. HRC's Lake Street Project Agreement

Jesse VanderCreek from HRC stated he is here to answer any questions Council may have. Mr. VanderCreek discussed the Lake Street Project Agreement. He stated this is a significant project, and it is going to be a challenge because the state is requiring them to upgrade all the sidewalk ramps to meet ADA requirements. Councilman Kivell asked about the charge for the resident representative fee. Mr. VanderCreek stated that is an obligation and it must be observed on a daily basis, and it doesn't just begin with the beginning of the project. It begins well in advance, there is a significant public engagement with the homeowners and business owners in that area. Mr. VanderCreek gave a brief summary regarding the quality control position that is required on site; they check all the materials to ensure all materials are up to standards. He further stated this is to protect our investment, and to ensure the taxpayers are getting what they pay for. Councilman Kramer asked the question about how HRC comes up with the numbers for the fees. Mr. VanderCreek stated, his company does these projects all over Michigan, and they have been doing this for a long time, and they know within 1% what the cost will be. He has 6-8 people assigned to this project over an 8-10 week period. He further stated that he could do a time and materials basis if Council would like. Discussion was held regarding the process of HRC estimating projects.

Councilman Rzyzi asked City Manager Murphy if he had spoken with the County about using their engineers since it is a County Road. City Manager Murphy stated if we did contact them for this project, they would then turn around and have HRC do the job. They contract out their projects and use the same three engineers most of the time, and they would normally go with the local one, which would be HRC. Councilman Kramer stated he would like to see the fee schedule that HRC uses when doing work for Oakland County, such as a maximum hourly rate, and cap.

CM 5-12-13 MOTION TO APPROVE THE LAKE STREET PROJECT

Motion by Kivell, supported by Wedell

Motion to approve the remainder of the engineering

VOTE:

MOTION APPROVED

COUNCIL COMMENTS:

Mayor Wallace stated this Saturday is the City-Wide Spring cleanup, from 9-noon. Anyone who would like to volunteer is welcome to meet us at City Hall. He further stated there will be a Memorial Day parade on Monday the 27th, and the Council meeting for the 27th was changed to Tuesday the 28th.

CM 5-13-13 TO ENTER INTO CLOSED SESSION

Motion by Kramer supported by Wedell

Motion to enter into closed session in accordance to Section 8(h) of the OMA to discuss a written legal opinion from the City Attorney.

ROLL CALL VOTE

MOTION CARRIED UNANIMOUSLY

ADJOURNMENT

Motion by Kramer, supported by Kopkowski

Motion to adjourn the council meeting at 10:10 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Tedd Wallace Mayor

Lisa Deaton Clerk/Treasurer

AGENDA NOTE

New Business: Item #1

MEETING DATE: May 28, 2013

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Memorial Day Parade

EXPLANATION OF TOPIC: A request was received on May 14, 2013, on behalf of the South Lyon VFW Post, for a permit for the Memorial Day Parade on May 27, 2013. The requested permit necessitates closures of affected portions of Warren St., Lake St., Reynold Sweet Parkway, and Stryker St., between 9:00 a.m. and 10:00 a.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo from Chief Collins, Parade/Demonstration Application, Approval of Road Closure form, Insurance Certificate, Hold Harmless agreement.

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

RECOMMENDATION: Approve the requested road closures.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the closure of Warren Street from Second St. to Lake Street; Lake St. from Warren St. to Reynold Sweet Parkway; Reynold Sweet Parkway from Lake St. to Stryker St.; Stryker St. from Reynold Sweet Parkway to the South Lyon Cemetery between 9:00 a.m. and 10:00 a.m. on May 27, 2013; and to approve the resolution authorizing the City Clerk to make application to the Road Commission for Oakland County on behalf of the City of South Lyon for the necessary permits related to the closure of Lake Street between Warren St. and Reynold Sweet Parkway on May 27, 2013 at 9:00 a.m.

05/28/13



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

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

Lloyd T. Collins

Chief of Police

PARADE / DEMONSTRATION APPLICATION

Rec. 05/14/13 ~~TR~~

Monday

Date Application Submitted: May 1, 2013 ← ~~Incorrect~~ Requested Date of Event: May 27, 2013

Applicant / Contact's Name: Dayna Johnston PH # 810-360-7156

Applicant Address: 543 McManis South Lyon MI

Business / Organizations Name (if Applicable): South Lyon VFW Post Memorial Parade

Bus. Ph#: 734-546-7947 Bus. Address: 125 E. McHatter St.

President / CEO (Responsible for Event): Ken Kasy Direct Ph#: 734-546-7947

Parade START Time: 9:00 AM a.m. / p.m.

Parade END Time: 10:00 ? a.m. / p.m.

Approximate Number of PERSONS: 800 Organization Names: South Lyon High School BAND
EAST BAND, Boy Scouts Girl Scouts, Church, Garden Club BASEBALL TEAMS

Approximate Number of VEHICLES: 30 Types of Vehicles: Old cars Trucks

Fire Trucks

Approximate Number of ANIMALS: 10 SPECIFIC Animals: Dogs and 1 Goat.

Amount of space to be maintained between and /all units in Parade: 10 Feet Between

Route to be traveled (Include Street Names and Turning Directions): Bright School Warren
South to Ten Mile EAST on TEN MILE to Reynold Street Park Way
South to Striker to South Lyon Cemetery.

Dayna Johnston
Applicant's SIGNATURE

Responsible Party's SIGNATURE

APPROVED [✓]

DENIED []

Chief Lloyd T. Collins 05/14/13
Lloyd T. Collins, Chief of Police

ACORD CERTIFICATE OF LIABILITY INSURANCE

05/13/13

PRODUCER AMERICAN FRATERNAL AGENCY 48597 Hayes Rd Shelby Township, MI 48315 (586) 532-9830		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 V.F.W. Post # 1224 Lovewell-Hill Post 125 East McHattie South Lyon, MI 48178		INSURERS AFFORDING COVERAGE INSURER A: <u>West Bend Insurance Co</u> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

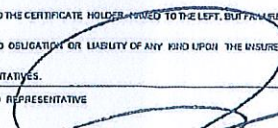
COVERAGES

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SL. NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NSQ1355926 02	9-15-2012	9-15-2013	EACH OCCURRENCE \$ <u>1,000,000</u> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <u>200,000</u> MED EXP (Any one person) \$ <u>10,000</u> PERSONAL AND/INJURY \$ <u>included</u> GENERAL AGGREGATE \$ <u>2,000,000</u> PRODUCTS - COMPOC AGG \$ <u>included</u>
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EAACCDUIT \$ OTHER THAN AUTO ONLY: EAACD \$ AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY AND EXECUTIVE OFFICERS/CLERK EXCLUDED If not, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT /SPECIAL PROVISIONS

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 thereof is considered an additional insured with respects to the Memorial Day Parade held May 27, 2013 from 7:30AM to 12 Noon.

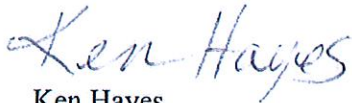
CERTIFICATE HOLDER City of South Lyon 335 S. Warren Street South Lyon, MI 48178	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. NOTICE TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 
-------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

May 7, 2013

To whom it may concern,

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

Sincerely,


Ken Hayes


Dayna Johnston

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief



Memorandum

To: David Murphy, City Manager

From: Chief Lloyd T. Collins

Subject: Memorial Day Parade – V.F.W.

Date: May 14, 2013

I have received a permit request for the above-mentioned event. The parade is scheduled for May 27, 2013. Staging will begin at 8:00 a.m., and the parade is scheduled to start at 9:00 a.m., beginning at Warren and Second St., and ending at the South Lyon Cemetery. The proposed route will necessitate closing affected portions of Warren St., Lake St., Reynold Sweet Parkway, and Stryker St., between 9:00 a.m. and 10:00 a.m.

The Police Department will work closely with event organizers and city staff to facilitate the event and control traffic. Therefore, I have approved the request and have so notified the organizers. I have attached a copy of the application and approval for your review, and for inclusion on the City Council agenda, relative to necessary road closures.

c: Sgt. Chris Sovik
Lisa Deaton, Clerk/Treasurer
Bob Martin, DPW
Chief Mike Kennedy, SLFD

Motion by _____, supported by _____

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized 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 2013 Memorial Day Parade on May 27, 2013 at 9:00 a.m. and the related road closures:

Lake Street between Warren Street and Reynold Sweet Parkway

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 resolutions adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of May 28 , 2013, 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

New Business: Item #2

MEETING DATE: May 28, 2013

PERSON PLACING ITEM ON AGENDA: City Clerk/Treasurer

AGENDA TOPIC: Contract for Equalization Division Services

EXPLANATION OF TOPIC: Our current contract with Oakland County Equalization will expire June 30, 2013. We have received a proposed contract for the period July 1, 2013 through June 30, 2016. The County has chosen to freeze their rates for the three year contract, and it should be noted that they are the same rates as in our current contract. Those rates are as follows:

\$13.90 per real parcel (3820 parcels)

\$11.40 per personal property parcel (399 parcels)

\$6.00 per unit of the Colonial Acres Development (837)

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Contract for Equalization Division Services

POSSIBLE COURSES OF ACTION: Approve/do not approve the contract

RECOMMENDATION: Approve the proposed contract

SUGGESTED MOTION(s):

Motion by _____, supported by _____

To approve the contract with Oakland County for Equalization Division Assistance Services for real and personal property for the period July 1, 2013 through June 30, 2016 and authorize the Mayor and City Clerk to Execute the contract

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

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

INTRODUCTORY STATEMENTS

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

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

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following

words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

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

the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

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

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

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2013 to June 30, 2016 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support,

and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

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

- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.
- 2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.

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

2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2016, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

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

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no

circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

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

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

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

§6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County: For the contract years 2013-2014, 2014-2015, and 2015-2016 the sum of ~~\$13.90~~ each year for each real property description and ~~\$11.40~~ each year for each personal property description rendered during the life of this Contract. Payment for the contract year 2013-2014 is payable on or before July 1, 2014, payment for the contract year 2014-2015 is payable on or before July 1, 2015 and payment for the contract year 2015-2016 is payable on or before July 1, 2016. The Municipality also agrees to pay to the County: For the contract years 2013-2014, 2014-

2015, and 2015-2016 the sum of \$6.00 per unit of the Colonial Acres property which at the time of signing of this Contract contains 837 units.

In the event that, pursuant to Public Act 408 of 2012, a majority of the qualified electors of this state voting in August of 2014 on the question:

"APPROVAL OR DISAPPROVAL OF THE AMENDATORY ACT DEDICATING A PORTION OF USE TAX REVENUE TO BENEFIT METROPOLITAN AREAS THROUGHOUT THIS STATE

The amendatory act adopted by the Legislature would:

1. Dedicate a portion of the existing state use tax as a local tax levied by a new metropolitan areas authority.
2. Distribute revenue from that local tax throughout the state for local purposes, including police and fire protection.
3. Increase that portion of the state use tax currently dedicated for aid to schools.
4. Prohibit the total use tax rate from exceeding the constitutional limit of 6%.

Should this amendatory act be approved?

YES []

NO []".

vote for approval, the Parties agree that the charge for each personal property description rendered for the contract years 2014-2015 and 2015-2016 will be renegotiated by the Parties.

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

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

This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.

- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
 - 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
 - 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- §7. LIABILITY. The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.
- 7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
 - 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under

any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

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

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

Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
- 8.4. The Municipality agrees to provide the County Agents with information regarding any activity affecting the tax status of a parcel. This shall include both Ad Valorem and Special Act Property Abatements and/or Exemptions (e.g. Including though not limited to Alternative Energy or New Personal Property, Renaissance Zones, Senior/Disabled Housing Facilities, Obsolete Property and Plant Rehabilitation & Industrial Development Districts), inclusive of the establishment of the related district. Additionally, the Municipality agrees to provide the County Agents with information regarding the establishment/amendment of an Authority and/or the approval/amendment of any related Development and/or Tax Increment Finance Plan(s). The County shall be informed of these proposed changes prior to approval by the governing body of the municipality.
- 8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality

- agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
- 8.7. The Municipality agrees that its agents will perform the following functions:
- 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
- 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
- 8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.
- 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
- 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
- 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §11. INDEMNIFICATION. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest,

delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

- §12. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of South Lyon. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of South Lyon and shall also be filed with the office of the Clerk of the County and the Clerk for the City of South Lyon.
- §14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §15. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal

representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

- §16. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §17. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §18. NOTICES. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §19. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §20. ENTIRE CONTRACT. This Contract, consisting of a total of fifteen (15) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

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

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

EXECUTED: _____
Tedd M. Wallace, Mayor
City of South Lyon

DATE: _____

WITNESSED: _____
Lisa Deaton, Clerk
City of South Lyon

DATE: _____

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

EXECUTED: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

DATE: _____

(Print Name) _____
County of Oakland

DATE: _____

AGENDA NOTE

New Business: Item #3

MEETING DATE: May 28, 2013

PERSON PLACING ITEM ON AGENDA: Fire Chief Mike Kennedy

AGENDA TOPIC: Shared FD Deputy Chief Proposal with Lyon Township

EXPLANATION OF TOPIC: The Lyon Township Fire Department and South Lyon Fire Department are continuing to seek opportunities for collaboration and cooperation to provide the best fire service possible to their residents while remaining cognoscente of financial constraints. Both Fire Chiefs are proposing that the other Fire Chief be hired as the Deputy Chief of their jurisdiction. Each Deputy Chief will manage or assist with the management of emergency operations in the absence of the Fire Chief for the respective Authority Having Jurisdiction (AHJ). The focus of this shared service agreement would be for incident operations. This would start as a six-month trial period following approval by both municipalities. This trial period will be set-up as cost neutral for both municipalities. The Lyon Township Board has already approved moving forward with drafting a proposed agreement.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: None.

POSSIBLE COURSES OF ACTION: Approve/do not approve for the South Lyon and Lyon Township Fire Chiefs to create a proposed shared services agreement for Deputy Fire Chief.

RECOMMENDATION: Approve the South Lyon and Lyon Township Fire Chiefs to create a proposed shared services agreement for Deputy Fire Chief.

SUGGESTED MOTION:

Motion by _____, supported by _____ to approve the South Lyon and Lyon Township Fire Chiefs to create a proposed shared services agreement for Deputy Fire Chief.

AGENDA NOTE

New Business: Item #4

MEETING DATE: May 28, 2013

PERSON PLACING ITEM ON AGENDA: Manager

AGENDA TOPIC: Public Hearing for the 2013-2014 Budget

EXPLANATION OF TOPIC: The City Council needs to hold a public hearing to receive comments from the public on the 2013-2014 budget

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Open public hearing

SUGGESTED MOTION: N/A; Close public hearing

AGENDA NOTE

New Business: Item #5

MEETING DATE: May 28, 2013

PERSON PLACING ITEM ON AGENDA: Manager

AGENDA TOPIC: 2013/2014 Budget

EXPLANATION OF TOPIC: The City Council has reviewed and made comments on the proposed 2013-2014 budget at their budget workshop meeting on May 8, 2013. The City Council now needs to consider the attached resolutions for adoption

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of resolutions for adoption of the 2013-2014 budget, 2013 millage rates and summary of changes from the budget workshop.

POSSIBLE COURSES OF ACTION: Approve/do not approve the resolutions adopting the 2013-2014 budget and setting the millage rates to be spread against the assessment roll

RECOMMENDATION: Approve resolutions as presented

SUGGESTED MOTION: Motion by _____, supported by _____ to approve attached resolutions adopting the 2013-2014 budget and setting the millage rates to be spread against the assessment roll



CITY OF SOUTH LYON

Mayor
Tedd M. Wallace

Council
Beverly Dixon
Glenn Kivell
Erin Kopkowski
Michael Kramer
Joseph Rzyzi
Harvey Wedell

City Manager
David M. Murphy

City Clerk/Treasurer
Julie C. Zemke

The following resolution was offered by _____, and supported by

RESOLVED, that the City Clerk certify to the City Assessor for spreading on the Assessment Roll of the City of South Lyon for the year 2013-2014, the following amounts, based on taxable value \$307,069,530.

1. At the rate of 10.7375 mills per \$1,000 of valuation for General Fund Operation
2. At the rate of 2.5000 mills per \$1,000 of valuation for Wastewater General Obligation Bonds for wastewater treatment (2002)
3. At the rate of .1560 mills per \$1,000 of valuation for Capital Improvement Fund
4. At the rate of .3565 mills per \$1,000 of valuation for 1999 Building Authority (Land Acquisition)

RESOLVED FURTHER, that due to the May 2, 1984 election whereby the Library became a free standing and District Library for all purposes including the levy of 1.4369 and the overall levy for the City will be 15.1869 mills, of which 13.75 mills will be used for City operation and debt.

RESOLVED FURTHER, that after spreading on the Assessment Roll, the amounts as required to be raised by the general ad valorem tax, the Assessor certify and deliver the same to the City Treasurer, and the City Clerk be authorized to attach her warrant thereto, directing and requiring the City Treasurer to collect the same as provided by the City Charter.

RESOLVED FURTHER, that all installments reported to the City Treasurer as delinquent on Special Assessments and other charges, together with interest due thereon, as provided in Section 1.276 of the City Charter; unpaid charges for water consumption and water tap installation, as provided in Chapter 24 of the South Lyon City Code be assessed against the properties benefited and included in the 2013 Tax Roll.

RESOLVED FURTHER, that the millage for the entire fiscal year 2013-2014 budget not to exceed 13.75 mills.

VOTE:

MOTION

335 S. Warren
South Lyon, Michigan
48178

248-437-1735
Fax 248-486-0049

www.southlyonmi.org



CITY OF SOUTH LYON

Mayor
Tedd M. Wallace

Council
Beverly Dixon
Glenn Kivell
Erin Kopkowski
Michael Kramer
Joseph Rzyzi
Harvey Wedell

City Manager
David M. Murphy

City Clerk/Treasurer
Julie C. Zemke

The following resolution was offered by _____, and supported by

WHEREAS, in April 2013 the City Manager submitted to City Council a proposed budget for the fiscal year July 1, 2013 through June 30, 2014, and

WHEREAS, the City Council has received the proposed budget contained herein and has discussed and reviewed same

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby adopts the 2013-2014 fiscal budget as shown in the budget document on the Summary page, and detailed on the following pages, in the total amount of \$ 4,813,374.

BE IT FURTHER RESOLVED, that the City Council hereby adopts the following proposed budget or estimates for the following operations as set forth below.

	<u>Fund No.</u>
Major Street Operation	202
Local Street Operation	203
Community Development Block Grant	274
Combined Water/Sewer Operation	592
Equipment Replacement Fund	641
Capital Improvement Fund	401
Land Acquisition	509
Downtown Development Authority	280
<u>General Debt Service</u>	
2003 G.W. WW Treatment/Bond G.O.	307
1999 Building Authority—Land Acquisition	369
2005 Downtown Development Authority	369

BE IT FURTHER RESOLVED that the City Manager is authorized to advertise for bids, or authorize at the appropriate time for contractual services, commodity purchases and/or capital expenditures throughout the fiscal year in accordance with the enclosed budget document and all applicable City ordinance policies or procedures in effect.

BE IT FURTHER RESOLVED, that pursuant to the Uniform Budgeting and Account Act, Section 19 (2), the City Manager may make transfers within a fund and activity if the amount to be transferred does not exceed 10% or \$25,000, whichever is greater, of the appropriation item for which the transfer is to be made, with prior notification to the City Council.

VOTE:

MOTION

335 S. Warren
South Lyon, Michigan
48178

248-437-1735
Fax 248-486-0049

www.southlyonmi.org

Changes to Budget from the Budget Workshop

Administration	Line Item # 801 Reduced by \$900
Park and Recreation	Added \$7,000 for Master Plan
Vehicle Replacement	Changed line item # 676-690 from \$1,000 to \$11,025
Capital Improvement	add \$18,740 to expenses for ½ the P&I for Wells Street Parking Lot and transfer to Building Authority

Capital Improvement Lake Street Project

Revenue	\$73,637 in from Tri-Party Money
	\$426,556 Huron Valley Federal Aid
Expense	\$80,000 Engineering (construction oversight)
	\$586,520 Construction

AGENDA NOTE

New Business: Item #6

MEETING DATE: May 28, 2013

PERSON PLACING ITEM ON AGENDA: Robert J. Martin, Water/Sewer Department Superintendent

AGENDA TOPIC: Raw Sewage Pump Purchase

EXPLANATION OF TOPIC: The Trotters Pointe subdivision has a sewage lift station which collects all of the wastewater, pumps it to Pontiac Trail then is gravity fed to the Clean Water Plant on Dixboro. This station has two 25 horsepower pumps. On Sunday, May 19th, one pump failed. We have an inventory of backup pumps. This enables us to replace a pump whenever needed and keeps our system up and running. Since we replaced the pump we now need to either repair or purchase a new backup pump. This lift station requires an ABS pump which is only supplied in Southeast Michigan by Hydro Dynamics. We have received a quote from Hydro Dynamics on both the repair and purchase of a new pump. It is less expensive to purchase a new 25 horsepower pump then it is to repair this unit which is 12/15 years old. The cost of a new pump is \$11,640 and the repair cost is \$12,792.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Hydro Dynamics' quote and photo of replacement pump.

POSSIBLE COURSES OF ACTION: Approve/do not approve the purchase of new raw sewage pump.

RECOMMENDATION: Approve the purchase of the new raw sewage pump in the amount of \$11,640.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of the new raw sewage pump in the amount of \$11,640.

Quotation No. WD051513

Date: May 15, 2013

To: S. Lyon WWTP
Attn: Mr. Miller
Re: Quote
Fax: 248-437-0449

Hydro Dynamics is pleased to quote the following:

Mr. Miller your Afp 1522 needs to be replace with the age of pump {12-15 years old}
It is better and less costly to replace with a new pump XFP150G PE185/4 with non clog
contra block impeller design, and premium efficiency 25 horse power motor this pump
hits your duty conditions of 390 gpm @ 85 head feet.

Total cost new:..... \$ 11,640.00

Cost to repair existing pump with new motor , 70 feet cord, new shaft , new bearing, new
mechanical seals, shaft sleeve, new wear ring, and new impeller, and the labor to machine
bearing housings, machine mechanical seal housing, machine new shafting.

Total cost:..... \$ 12,792.00

Estimated Delivery: 2-3 Weeks for new 6-8 weeks to repair

Terms: Net 30 days on approved credit.

Ship Via: Included

FOB: Waterford, Michigan

We are pleased to submit the above quotation for your consideration. Should you place an order,
be assured it will receive our prompt attention. This quotation is valid for 30 days. Thereafter it is
subject to change without notice. Taxes are additional unless a tax exemption certificate is on file.
HydroDynamics Guarantee and Standard Terms and Conditions apply. If you do not have a copy,
please let us know and they will be provided. If you have any questions please call me at 248-
866-1489.

Sincerely,

Wally Deaton

wally@hydrodynamics.net

Southeast Michigan Sales

HydroDynamics, Inc.

6200 Delfield Industrial Drive

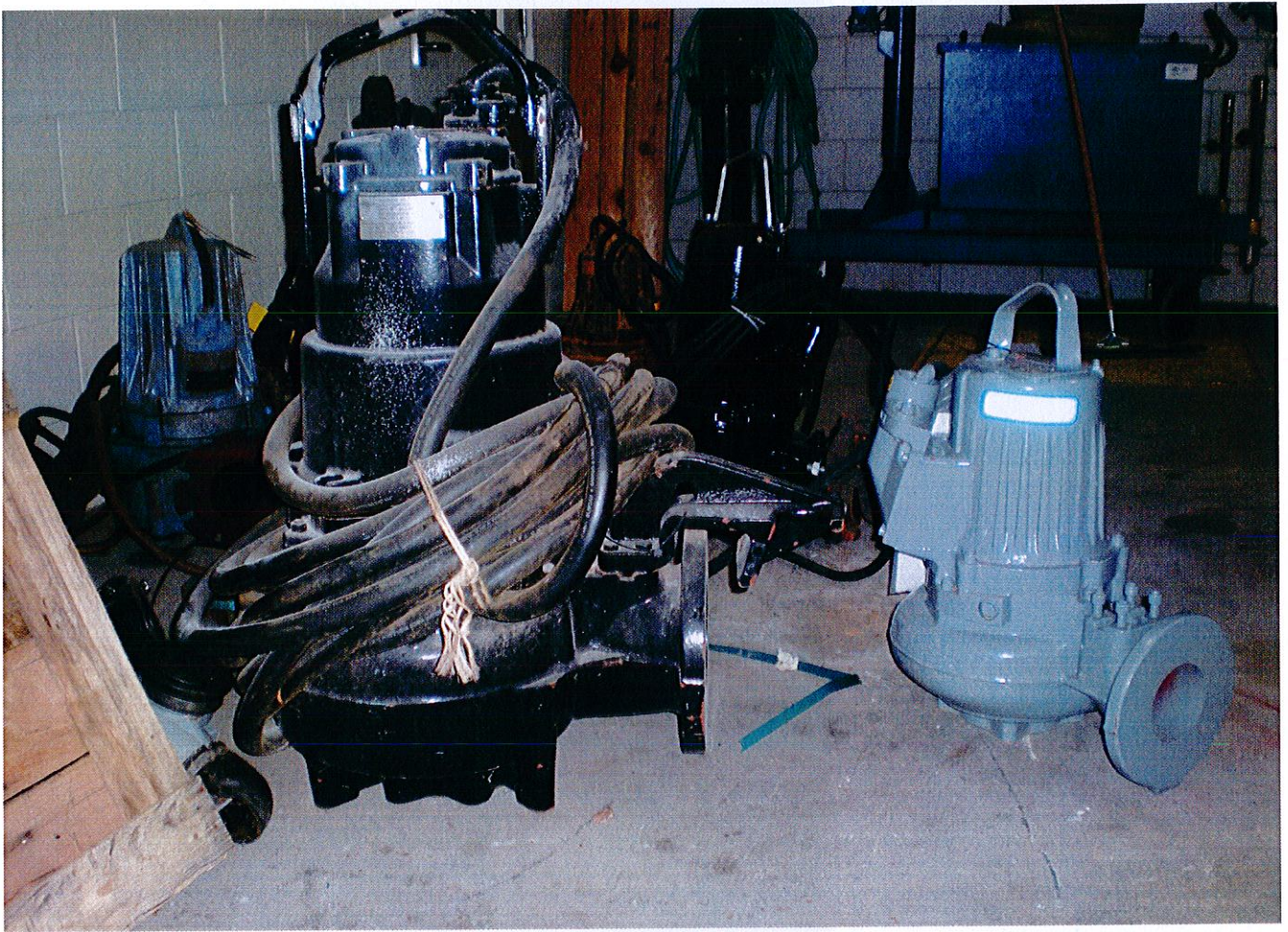
Waterford, MI 48329

Ph.: 248-623-4700, Fax: 248-623-9599

Mobile: 248-866-1489

Visit us at: www.hydrodynamics.net

**24/7 Emergency service, repair and new equipment design / specification and system
analysis, all available under one roof, call for more information.**



2012 Pumpkinfest Expenses and Revenues	
Expenses	
Supplies, ,decorations, beer, wine, and water	\$ 7,660.16
Insurance and permits	\$ 2,234.00
Advertising, festival photography, signage, printing, web site	\$ 1,797.00
Rentals (tents, stage, chairs, tables, fencing, port-a-johns, security, po box, t-shirts)	\$ 9,350.00
Entertainment and parade costs	\$ 9,500.80
Total Expenses	\$ 30,541.96
Revenue	
Bank account interest	\$ 4.61
Food vendors and non-profit booths	\$ 2,560.00
Entertainment admission, beverage sales, split with bouncies	\$ 31,990.00
Sponsorship and donations	\$ 9,100.00
Total Revenue	\$ 43,654.61
2012 Total Yield	\$ 13,112.65

David Murphy

From: VanDeCreek Jesse <jvandecreek@hrc-engr.com>
Sent: Thursday, May 23, 2013 1:38 PM
To: David Murphy
Cc: McCormack Keith
Subject: HRC Rate Comparison to RCOC

Hello David-

Per Council request, I have compared the HRC rate structure for the City of South Lyon with the HRC rate structure in place for the Road Commission for Oakland County (RCOC).

Rates can be compared by standard employee hourly rates for each applicable billing class, plus reimbursable expenses in the form of a multiplier. We can report the following:

<u>Multiplier</u>	<u>Entity</u>
2.9	RCOC
3.015	RCOC MDOT/FED Funded Projects
2.7	City of South Lyon For: Associate/Managing Engineer; Project Engineer/Architect; Field Supervisors
2.8	City of South Lyon For: HRC Employees engaged directly on City Projects having other Employee Classifications

In summary, the HRC hourly rate structure for the City of South Lyon is less than the HRC hourly rate structure charged on RCOC projects.

Please feel free to call if you have any questions or require additional information. Thank you

Jesse B. VanDeCreek, P.E.

Associate

Hubbell, Roth & Clark, Inc.

50 Cherry Street

Mt. Clemens, MI 48043

Phone: (586) 569-5000

Direct: (586) 569-5011

Cell: (248) 535-3322

Fax: (586) 569-0119

E-mail: jvandecreek@hrc-engr.com

Engineering. Environment. Excellence.

www.hrc-engr.com



HUBBELL, ROTH & CLARK, INC.
Consulting Engineers

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May 15, 2013

From: Richard Zecchini

To: City Council

Re: City Repair of Water Shut Off

To Whom It May Concern:

Last fall I noticed there was a small amount of water at the shutoff valve in front of my home, however, it dissipated quickly and soon winter came. This spring the water appeared around the valve and I placed a call to the City. I am writing to inform you of the following proceedings to ensure that City officials are aware of the exceptional job performed by everyone involved in the repair.

My first encounter was speaking to Phyllis Popravsky. She was extremely helpful and pleasant to talk to and told me that she would direct the order to the appropriate department. The next day Ron Brock and Jeff Archey appeared at my home to assess the situation.

Ron explained to me that they needed to determine if it was a City leak or if it was coming from the home. After making the determination he explained to me every detailed step that was needed for them to accomplish the task. Ron and Jeff indicated that they might need to remove a portion of the sidewalk along with some of the pavers leading to the home. Additionally, he explained exactly where the backhoe would be positioned and that they were concerned about minimizing damage to the property and disruption of traffic.

Everything went exactly as they described. They were professional, yet personable and worked efficiently together. I never expected to see my tax dollars working this well. The Mayor, City Council, City Manager, along with Citizens of South Lyon needed to be made aware of what a stellar performance was carried out by our workers. I would like to extend a sincere and heartfelt thank you to Phyllis, Ron, and Jeff for all of their assistance in this matter.

Richard Zecchini

516 E. Lake Street

South Lyon Historical Commission Meeting
Thursday, May 2, 2013
Minutes

Members Present: Larry Ledbetter, Beth Pfiles, Bob Tremitiere, Phil Weipert, Jack Renwick, Roger Heiple, Norm Somers

Members Absent: None

Others Present: SLHS President Linda Ross

The meeting was called to order at 7:31 by President Jack Renwick.

March Minutes: Bob motioned and Norm seconded approval of the April minutes. The motion carried.

Community Cleanup: Bob passed out the updated list of projects. He has also given a copy to Bob Martin. Larry has a crew of volunteers for two weekends – May 11 and May 18. They will be concentrating on the gazebo project, with a goal of completion by May 18.

2012-13 Projects:

Rewire Gazebo: Bob has met with Bob Martin and Dave. They plan to complete the addition of two new 20 amp circuits before the concert season starts. Dave plans to run the wires underground from the corner where the electrical service is and around the back of the chapel and thence over to the gazebo. This will avoid the gas line. Norm and Jack cautioned that a lot of old broken concrete was found underground behind the chapel at one time. Norm thought that a better routing would be through the crawl space then out at the northeast corner, in order to avoid the concrete. Bob will pass this information on to Bob Martin.

Outside Lamps: The lamps that hang from the roof overhang on the Witch's Hat and freight house continue to break. Dick Nierenberger repairs them but the repairs don't last. New lamps are about \$200 each and there are 12 of them. Bob went online and found a replacement part for \$6. He ordered two different styles, and it appears that one of them will work. He has asked the DPW to remove the one broken one so that he can repair it with the new part. If that is successful, he will order some more parts and get Dick to use them to repair the existing lamps as they break.

Electrical Mast Replacement: Larry talked to the WOW Cable crew which is rewiring the city with fiber optics. They confirmed that the old electrical mast is used only for cable now. They will run the new line underground. We can then remove the upper portion of the mast, and leave the rest until we need to do roof repairs, when we can remove all of it. Norm suggested that since the cable service is used only in the freight house, it might be easiest to run it directly there, and avoid having to route it under the railroad tracks.

Other Business:

Schoolhouse doors: Norm reported that the schoolhouse doors are swollen so badly that they are almost impossible to open. This will have to be addressed.

Wedding Policy: Last year we voted to discontinue the use of the chapel for weddings, due in part to the parking issue that has surfaced since the new ball diamonds were installed. However, the City has taken over that function and has a new co-ordinator (Kelly Smith). Norm questioned whether we should rescind our vote from last fall. However, the consensus was that we should not, since it is now the City and not the Society that is running the business. It was noted that the City has raised the fee to \$450. Jack mentioned that the City plans to start a new parking lot in July.

July Meeting: Since our normal meeting falls on July 4, we agreed to move it to July 11.

Depot Day Plans: We will begin working on Depot Day at the next meeting. Roger pointed out that this year is the sesquicentennial of the battle of Gettysburg, and suggested that we do something to honor the anniversary at Depot Day. Roger has a Civil War display at the Ella Sharp museum which will be available by Depot Day. We

could display it in the chapel. It would have to be secure. Larry suggested putting it up front and cordoning off the area.

Business having been concluded at 8:10, Phil motioned and Beth seconded that the meeting adjourn. Passed.

Minutes recorded by Bob Tremitiere, Secretary

Minutes submitted by Jack Renwick, President

Mayor Tedd Wallace

April 30, 2013

335 S. Warren street

South Lyon MI 48178

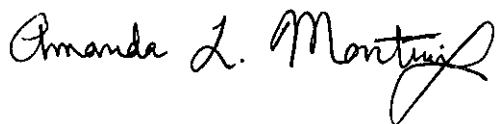
Dear Mayor Wallace,

My name is Amanda Montrief, I am a high school senior at South Lyon High School. I have lived in South Lyon all my life and greatly appreciate what you do as mayor for our wonderful little town! I'm writing this letter to address all the new plumbing that is going in around town, a large portion of which will be on my front lawn!

I understand that this has been planned for a very long time and my family has received various notifications throughout the past year. I am very glad you plan to check out our plumbing system as well as replace any of the old ones that may pose a threat of breaking in the coming years. It makes me very happy to know that my city keeps up on these things and are conscious of what could happen if they are not. It also seems like the workers are moving at a very steady pace, I know that this is a massive job and I am glad to see it being worked on so consistently! I am also glad that they plan on putting a fire hydrant in our neighborhood, since there isn't one close by. This will really put my family's mind at ease since we have sadly seen multiple house fires in South Lyon over the years.

Thank you again for keeping our town up to date and making sure that everything works correctly. I know that this entire construction project may be inconvenient for many residents, including myself since it looks like half my lawn is going to be dug up the week of my graduation party, but I do believe it is worth it because I understand what it will do for our town in the long run. Thanks again for being such a wonderful mayor!

Sincerely,

A handwritten signature in black ink that reads "Amanda L. Montrief". The signature is written in a cursive style with a large, stylized 'M' at the end.

Amanda L Montrief

669 S. Hagadorn

South Lyon, MI 48178

**MONTHLY OPERATING REPORT
FOR
APRIL, 2013**

WATER DEPARTMENT

	2013	2012
Drinking Water Pumped	29.963 million gallons	28.094 million gallons
Daily Average:	0.999 million gallons	0.936 million gallons

Monthly Bacteria Test: * 10 tests required monthly
(18 tests performed and all were zero)

*Bacteria tests have to be zero

WASTEWATER DEPARTMENT

	2013	2012
Total Wastewater Flow:	34.141 million gallons	34.521 million gallons
Daily Average:	1.138 million gallons	1.151 million gallons
Available Cyanide	Limit: 5.2 ug/l Reported: 0.0 ug/l	Reported: 0.0 ug/l
Total Mercury	Limit: 30 ng/l Reported: 0.0 ng/l	Reported: 0.0 ng/l
Total Mercury - 12 Month Rolling Average	Limit: 2.0 ng/l Reported: 0.2 ng/l	Reported: 1.0 ng/l
Total Mercury - 12 Month Rolling Average	Limit: 0.000042 lbs/day Reported: 0.000001 lbs/day	Reported: 0.000009 lbs/day
Total Suspended Solids	Limit: 20 mg/l Reported: 7 mg/l	Reported: 8 mg/l
Carbonaceous Biological Oxygen Demand (CBOD5):	Limit: 4.0 mg/l Reported: 2.8 mg/l	Reported: 2.9 mg/l
Ammonia Nitrogen	Limit: 4.2 mg/l Reported: 0.130 mg/l	Reported: 0.094 mg/l
Phosphorous Average:	Limit: 0.3 mg/l Reported: 0.077 mg/l	Reported: 0.076 mg/l
Total Copper	Limit: 41 ug/l Reported: 2 ug/l	Reported: 6 ug/l
Total Phosphorus-Annual Total	Limit: 800 lbs/year Reported: 268 lbs/year	Reported: 321 lbs/year

*mg/l = 1 in 1,000
ug/l = 1 in 1,000,000
ng/l = 1 in 1,000,000,000*

* Plant designed to treat 2.5 million gallons/day