Regular City Council Meeting

June 14, 2021 Agenda

7:30 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes: May 24, 2021

Approval of Bills Approval of Agenda Consent Agenda

Public Comment

Discussion- Downtown

Fire Chief Report Police Chief Report

I. Unfinished Business

- 1. Charter Amendments
- 2. Road Improvement Discussion Next Steps

II. New Business

- 1. Small Winemaker License Application 105 N. Lafayette St. (Twisted Cork Winery)
- 2. Purchase a John Deere Z960M Z-Trak Lawn Mower for the Water & Sewer Dept.
- 3. Purchase of Cleaning and Camera Services (Air Lift and Sonar Jetting) to Increase Production from Well #2 at the Water Treatment Plant as Part of Well and Pump Maintenance as Outlined in the Current Budget
- III. Budget
- IV. Public Comment
- V. Manager's Report
- VI. Council Comments
- VII. Closed Session: "Closed session to consider the purchase or lease of real property pursuant to Section 8(d) of the Open Meetings Act, MCL 125.368(d)."
- VIII. Adjournment

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

Rules of Conduct for Public Comment at Council Meetings*

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

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

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

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

City of South Lyon Regular City Council Meeting May 24, 2021

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

Roll Call: Councilmembers: Dilg joined the meeting from South Lyon MI, Kurtzweil joined the meeting from South Lyon MI, Walton joined the meeting from South Lyon MI, and Kennedy joined the meeting from South Lyon MI, Richards joined the meeting from South Lyon MI, and Mayor Pro Tem Kivell joined the meeting from South Lyon MI

Also, present: City Manager Zelenak, Attorney Hamameh, Chief Sovik, Chief Vogel, Finance and Benefit Administrator Tiernan, DDA Director Mack, Superintendent Narney and Deputy Clerk/Treasurer Pieper

MINUTES

CM 5-1-21 MOTION TO APPROVE MINUTES

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

VOTE:

MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

CM 5-2-21 MOTION TO APPROVE AGENDA AS PRESENTED

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

VOTE:

MOTION CARRIED UNANIMOUSLY

Proclamation - National Gun Violence Awareness Day

Mayor Pelchat reads the above Proclamation and proclaims Friday, June 4, 2021 to be National Gun Violence Awareness Day in the City of South Lyon, Michigan.

Public Comment -

Joe Freeman, 313 W. Lake Street, South Lyon, Michigan

Mr. Freeman states that he has a young family that he walks to school every day, and it has come to their attention how fast everyone is driving down W. Lake Street. It has also come to their attention that the speed limit on Lake Street from N. Dixboro to N. Mill Street, is 35 mph, dropping to 25 mph in the downtown area. He states that he understands that there was a traffic study done about 10 years ago. He would like to challenge the Council to re-do the study as a lot has changed over the last 10 years. He would also like to bring it to their attention that he feels we have done our citizens an injustice with our lack of crosswalks. Especially from S. Warren, crossing W. Lake Street direct path to the elementary school, you can talk with the Cross Guards there and they have almost been hit about 90 times a year. Freeman states that our cousin downtown areas, Milford, Northville, Brighton, etc., have even done a better job with highlighting their crosswalks.

Ryan Lare, 716 Grand Court, South Lyon, Michigan

Mr. Lare states that he posted a video earlier today and it can be seen on his website, South Lyon News and Weather. He states that he was able to clean up the entire parade route for the parade starting next

Monday. He did five bags of trash on Reynold Sweet Parkway and cleaned up that whole stretch of that area. He also spoke with Larry Ledbetter and he plans on getting a few scouts to do another full sweep of the parade area. Lare states that he also cleaned up Paul Baker Park as well as the cemetery and the route all the way to Stryker Street from downtown. He states that he also had a chance to visit with the SLFD as they were emptying out the fire hydrants and getting them nice and clean and they thanked him for the job. Lare goes on to say that he did not get a chance at the last Council Meeting to congratulate Mayor Pelchat on his announcement to run for Mayor. He wishes Dan the best, and adds that he hopes he can campaign for him and he will be giving 110% support to Dan for Mayor and hopes he is Mayor for as long as he wants to be. He adds that he thinks Dan did a great job through Covid and it's wonderful to sit on his porch and listen to Dan broadcast the football games. It's been a wonderful time through a terrible stretch and he again thanks Mayor Pelchat for being the best outstanding Mayor that he can be.

Discussion – Downtown - DDA Director Nate Mack

Mack states his report has some good news and some bad news. Starting with the bad news, he advises the Council that the hanging baskets will not be ready until after Memorial Day, because of a soil shortage. It's unfortunate, but with the pandemic and shortages seemingly everywhere, that's the case. He goes on to say that he and some members of the DDA Design Committee spruced up the pocket park between Bob's Barber Shop and 12 Kitchen Elves. He adds that he was able to add some new plants and planters and stained the planters that were already there. We are hoping to make it more inviting for those of you down there. Mack states that he is hoping to have an application for a small wine maker's license at 105 N. Lafayette at the next Council Meeting. This is not a quota license, this type of license is done through the state.

Councilmember Walton states that she thinks that she saw something on Facebook asking for donations for that area. Was this one of the DDA members asking for donations? She states that they were asking for lanterns and anything and everything. Mack states that he is not aware of this, but he can reach out to them and see what was being requested. Walton questions why the Cultural Arts Commission was asked to remove the piece of artwork that was in the pocket park. Mack states that he did not make that request, and obviously that would be welcome there, he is not sure where that came from. Walton states that it was originally said that the DDA was giving \$2,500 toward the mural and now they are only giving \$500. She questioned if Mack knows what happened or where this is coming from. Nate advised that back in October, we received a \$500 grant toward the Mural for Grand Trunke which was from the County. City Manager Zelenak confirmed that there is also \$2,000 in the coming years DDA budget for murals for the downtown. Walton requests someone to advise the Cultural Arts of this.

Councilmember Kivell questions if larratt has been approached or given permission to use his out lot by his building. Mack states that they have not yet, but it's definitely something that we can look in to. Councilmember Kurtzweil confirms that the nursey's are having an extremely hard time this year. As Nate mentioned, there is a soil shortage and also there is a problem with containers. Container are made with oil products, plastic and petroleum products and the cost has gone up. Nursey's crops were depleted last year and it takes a good 18 months to replenish their supplies. Kurtzweil states that the most important problem is the enhanced unemployment problem here in the state of Michigan. The labor shortage that everyone is experiencing is due to the enhanced unemployment. She states that when she had a conversation with Duke, he said that he is normally operating with between 10 and 15 people, he is currently operating with under 5.

Councilmember Dilg compliments Mack on the Pocket Park, and appreciates the work he put in to it. Mayor Pelchat also compliments Mack and his team on the work that was done.

Mack adds Annie Buchtrup from the Lemon Tree, Gene Carroll and Emily Gray all helped with the Pocket Park.

Fire Chief Report - Chief Robert Vogel

Chief Vogel starts by touching base about the power outage today. He states that there was multiple issues and a number of areas were without power. There was a pole fire in Green Oak and they were definitely working at the police station and the power station. It appears that power has been restored. He goes on to say that yesterday (Sunday) they were able to meet with their vendor for the Rescue and it is done. They are just adding a few more touches and we will head up after Memorial Day with some of the staff members to do a walk through and bring it home. He states that they also met with the Vendor for the ladder truck and they will be getting a final price. We know what the goal is and he states that he is confident that we will be way under the goal. Vogel adds they utilized the current ladder truck on a call yesterday which worked great until they tried to put the ladder down. They were able to manipulate it and with many hours of work and minimal cost, they were able to get it working again.

Councilmember Walton verifies that she did not miss the event to see the new truck. Vogel states that she did not. He adds that the vendor promised him a half day, probably the first or second week of June about 7:30. He wants to make sure that he gives Council some time to come and check it out and be confident that this is the truck that we want. He wants everyone to feel confident about the purchase.

Police Report - Chief Chris Sovik

Chief Sovik states that in connection with the proclamation regarding the Nation our Violence Awareness Day, he states that the Police Department has gun locks available. Hundreds and hundreds of gun locks. He states that there is no charge, and they will do what they can to help reduce the gun violence. Chief goes on to say that the story came out about Officer Baker and a four-year-old little girl name Casey that wants to become a Police Officer. It is a great little story in Hometown Life that you may want to read. Chief adds that they have gone through about 60 years of reports and were able to take 122 boxes and condense it down to 21. A shredding company will be coming to get rid of about 70 of the banker boxes. He states that the phones are still working, there was a little glitch today with the power, but we were actually able to forward our phones from an app on our phones.

Chief Sovik adds that he has two calls for service that he would like to share. He goes on to explain that calls of service are when they go out and do public relation events or community ordering policing events. He states we stop into businesses, stop people in the park or on the bike path and have some communication with them. Chief goes on to read about a discussion that he had with a male and female in front of the listed address. They thanked me for my service and wanted to let me know that they were pulled over yesterday around 9:30 p.m. by a South Lyon Officer. They advised him that it was the best experience they have had with an Officer and wanted to say thank you. He advised them that he would pass on the message. The second one reads; he stopped and spoke with the woman who was going on a walk. Being that it was almost midnight, he asked her if everything was okay. The woman said she was just getting some fresh air and was almost home. She pointed at her house, which was right behind him, she thanked him for his time and told him she lives alone so she feels safe knowing that we drive through the neighborhood.

Chief advises that they have about 40 of these calls for service every week. He states that he is really proud of the efforts that they are making just to communicate and coordinate and try and provide the best safety they can. It's the little things that make the difference in our small town. Thank you for the support. Councilmember Dilg states that those stories are really great to hear, and she hopes that he reads those occasionally or posts those on Facebook, just to get them out there. She also asks the Chief to post the information that he shared on the gun locks.

Councilmember Kivell questions if they have an obligation to scan the material so there is some record before they get rid of them. Chief states that as far as record retention, we are actually not supposed to be holding on to those records. He adds that certain crimes have a certain statute of limitations that we have to keep, but most of our cases are 40 to 50 years old and we are way beyond what we should have been keeping them. We are getting rid of everything lawfully that we should get rid of.

Public Hearing: Millage Rates - Opening the floor at 7:55 p.m.

City Manager Zelenak advises the Mayor that at this time, anyone can ask questions or make comments regarding the proposed 2021-22 Budget. If there are any comments or questions we can address it during the next agenda item under unfinished business.

Deputy Pieper advises the Mayor that there are no hands up from the public.

Public Hearing: Millage Rates – Closed at 7:56 p.m.

Unfinished Business

1. 2021-2022 Budget Approval

City Manager Zelenak states that everyone has received the proposed 2021-22 budget document. At tonight's meeting, we just recently held the public hearing for the budget and now you'll consider the approval of the milage rate resolution and also to consider the approval of the 2021-22 budget resolution. Noted in your packet today, regarding the additional one-mil levy discussed the prior budget meetings is being placed within the general fund. The additional general fund is amounts transferred from the general fund will go to local and major streets via a fund transfer each year. We've included the milage rate resolution annual budget resolution for your packet as well budget sheets that reflects additional revenue and changes with that additional mil. Zelenak states that tonight your possible course of action is that withhold the public hearing 2122 budget and then under two separate motions approved or not approved the milage rate resolution and the budget resolution.

Councilmember Kivell states that there is a correction necessary in the resolution itself. It should actually be 17.9307.

Councilmember Kurtzweil states that she would like a clarification. Does this budget mileage resolution include an increase in a mil? Zelenak states that it does as was discussed at the last couple meetings and was proposed was the additional mil that we discussed that we are still under the maximum levy that we're allowed to levy for the City of South Lyon. Kurtzweil questions if they had voted on that. Zelenak advises that the Council will be voting on this tonight. He adds that this is why the last couple meetings he brought up regarding any questions regarding that if anybody had any favoritism or didn't want to have it or whatever in any short reason and then obviously, we can talk about it this evening. If Council chooses not to levy that additional mil you can choose to do that. Kurtzweil states that she does not want to levy a mil until she sees the state revenue share numbers, which she understands have increased. She would also like to see what is coming out of the infrastructure bill out of Washington D.C. She would like to see what kind of money is going to be coming to the state that would be available to us to apply to the roads. She states that she is not prepared to vote for an increase in the mil tonight. She states that she was not aware that it was going to be seriously considered.

Councilmember Kivell states as far as our needs are concerned, irrespective of what the feds or the state are going to be offering up, we are still going to be way behind the eight ball. It's been difficult to justify that we haven't captured this already, knowing about 10 years ago we could have been making some improvements with this extra revenue to try to keep the roads from deteriorating. We are in a long stretch to find a solution to this.

Councilmember Kennedy states just to emphasize what Councilmember Kivell has said, this is absolutely the case. In the great recession of 2008, property values dropped and they have been increasing at the restricted rate of inflation or 5%, whichever is less for the last 13 years. We are behind, as mentioned

during one of the budget meetings, we are one of about 3% of the municipalities in Michigan that do not levy the full mileage.

CM 5-3-21 MOTION TO APPROVE THE MILEAGE RATE RESOLUTION

Motion by Kennedy, supported by Kivell Motion to approve the mileage rate resolution

Councilmember Kurtzweil references prior City Manager Rod Cook, and states that he diligently, carefully and strategically was able to put money aside in a budget for road repair. Then the great depression hit and it's been interesting to see what happened to the road money as it was used at various points with various City Managers to fund certain items in the General Fund Another words, the money was shifted. Kurtzweil states that she is not in favor of raising any mil for roads particularly when there is a history of the fund being robbed when there is a period of financial strength. She states that she doesn't feel that the city has the appropriate checks and balances in place in order to protect that money and secure it for roads and maintenance. She again states, Rod Cook did a brilliant job, but unfortunately, City Managers after him took advantage of his hard work. Every year, Rod made some sort of changes to repairs to the roads. She believes at one point that fund was close to a million dollars. Councilmember Dilg asks the City Manager, what kind of plan we have in place to protect it. City Manager Zelenak states, as we can state within this motion, we just want to make sure that we do in fact make mention of Councilmember Kivell's correction to the mileage rate that was stated overall in Mr. Kennedy's motion. Zelenak explains that our checks and balances are the City Council decides the budget. They have the budget before them, approves the budget and that particular dollar amount would in fact be transferred to Major Streets and from there it could be transferred to Local Streets. It can't be transferred from Local Streets to Major Streets. The checks and balances are there, it's a budget that you approve and is what we have to go by as our fiduciary responsibility with the city. Zelenak states that there is certainly not enough to do the 40+ million dollars within road improvements that we need for a city. This additional mil will only raise approximately \$417,000.00 within its first year and that is not even a drop in the bucket for what we need to do each year. We need to do somewhere in the range of \$2-\$2.5 million dollar road improvements every single year just to start catching up for the number of new subdivisions that have been in over the last 10 years. To do maintenance on those and make repairs to subdivisions that have been in place for 40+ years. Those are some of the discussions that will occur later on in tonight's meeting. If Council decides that they do not want to levy this edition of bill and wants to move forward in another plan, that's okay, but this budget approval cannot be tied with what's going on with the federal government or the state legislature because you are approving the millage rate now that will be levied this July. Any additional changes will have to wait until next year's budget year. Councilmember Kivell explains that the reason Rod Cook was so successful is that at the time Rod took over, this was an opportunity for people that wanted to invest in and develop raw land. He states, we had water, we had sewer and we had dirt and we had developers that decided this was a very promising place to make money. So the money that was being gathered through the boom years, late 80's and early 90's, we were flush with money to be able to do an awful lot of things. City Hall, the District Library and road improvements all came as a product of our growth. Kivell goes on to explain that when we got boxed out by the Township, that pretty much pulled the plug on our ability to maximize that growth rate. We have had minor opportunities for some new developments, some of which has been lingering for quite a few years. Kivell states that he feels this is important to recognize that this is why we are in the position that we are in. It is not because we have had a bunch of terrible City Managers or that Rod was magic. We had great circumstances that just kind of fell off the edge and now we are trying to struggle to find a solution that doesn't have to be reliant on new development.

Finance and Benefit Administrator, Patricia Tiernan

Tiernan states she will first comment on Councilmember Kivell's comment about the mil count on the resolution, those numbers are correct. The overall mils that we're allowed to levy, that is the number that we've gotten from the state and that was reviewed by City Clerk Treasurer Deaton before this meeting. It is 15.9307 mils overall and what we are requesting in this resolution is 16.4938 mils.

Councilmember Kivell states that that is what we are requesting, but when you add the library on there that's what takes it to the 17. Tiernan advises that he is correct, but the Library is not part of this resolution, that's a separate mil. Kivell asks Tiernan why it isn't in the narrative. Tiernan states that she is not sure with that language and that the City Clerk Deaton isn't here to answer that question. Tiernan states that those two numbers are the accurate numbers of what the city has an overall allowance to raise and what we are requesting. Kivell states that when you add the library Mileage and what we are suggesting, our mileage will be 17.9307.

Councilmember Kivell states that he is concerned with just leaving this on the table. An official decision should be made on that language.

City Manager Zelenak states that Mr. Kivell is correct It is 17.9307. If you look at last year's budget, it was 16.9307. It is stated in here that this was reviewed by Lisa and that number needed to be adjusted. So the person that made the motion needs to add this correction to the motion.

CM 5-4-21 MOTION TO APPROVE THE MILEAGE RATE RESOLUTION TO THE ADJUSTED AMOUNT OF 17.9307, AS AMENDED

Motion by Kennedy, supported by Kivell

Motion to approve the mileage rate resolution to the adjusted amount of 17.9307, as amended

ROLL CALL VOTE: Councilmember Walton No

Councilmember Richards
Councilmember Kivell
Councilmember Kennedy
Yes
Councilmember Kurtzweil
No
Councilmember Dilg
Yes
Mayor Pelchat
Yes

Vote:

MOTION PASSES 3 OPPOSED

CM 5-5-21 MOTION TO APPROVE THE ANNUAL BUDGET RESOLUTION

Motion by Kennedy, supported Councilmember Dilg Motion to approve the annual Budget Resolution

Further Discussion -

Councilmember Kurtzweil verifies with Tiernan if the Budget Resolution includes the increase of 1 mil. Tiernan states that the budget before Council has the 1 mil increase in the general fund. Kurtzweil so you already increased the mil before you even had the vote. Tiernan states yes, and that is per the documents from the last Council Meeting.

Councilmember Kivell states that it is with the additional mil because that was the lead that we were playing under for the last three discussion we have had.

ROLL CALL VOTE: Councilmember Dilg Yes

Councilmember Kivell Yes
Councilmember Richards Yes
Councilmember Kennedy Yes
Councilmember Walton Yes
Councilmember Kurtzweil No
Mayor Pelchat Yes

Vote:

MOTION PASSES - 1 OPPOSED

2. Adoption of Ordinance to Amend the City of South Lyon Zoning Ordinance and Official Zoning Map of the City of South Lyon, in their entirety.

CM 5-6-21 MOTION TO APPROVE THE RECOMMENDATION FROM THE PLANNING COMMISSION FOR THE APPROVAL OF THE SOUTH LYON ZONING ORDINANCE AND THE OFFICIAL ZONING MAP

Motion by Kivell, supported by Kennedy

Motion to approve the recommendation from the Planning Commission for the approval of the South Lyon Zoning Ordinance and Official Zoning Map of the City of South Lyon, in their entirety.

Councilmember Richards states that the greatest responsibility for this rests on the Planning Commission and it should not rest on City Council to correct everything and ward off disasters.

ROLL CALL XOTE: Councilmember Kurtzweil No

Councilmember Dilg

Councilmember Walton

Councilmember Kivell

Councilmember Kennedy

Councilmember Richards

Yes

Mayor Pelchat

Yes

Vote:

MOTION PASSES 2 OPPOSED

3. City Road Improvement Plan Discussion

City Manager Zelenak states that the City and City Council has had several discussions over the last year regarding the City Road Improvement Program. City Council first discussed the Pacer Ratings that was distributed to Council back in July of 2020, where we also discussed the road and asset management plan. In September 2020, we discussed improvement plans and options. In October 2020, we also discussed the funding options. Tonight, we're having a discussion regarding project planning materials.

Zelenak refers the Council to the information in their packet. Tonight with discussion we are reviewing funding options pertaining to the city road improvement plan and we will be looking for direction regarding this.

He goes on to explain, the city currently receives approximately \$1 million per year in road funding through the state through Act 51 funds. The revenues received from state (gas tax) distributed to local municipalities (Local Streets and Major Streets) based upon population and road miles under our jurisdiction.

Act 51 funds are used to pay for wages and benefits associated with costs of routine maintenance, patching, sweeping, snow plowing, salt applications, storm sewer repairs, traffic services, signals and equipment. The current funding we receive through Act 51 distribution, is inadequate to fully fund any type of road improvement program.

Because additionally through our PASER study, we identified that 90% of our roads were in poor condition. One scenario that we could fund a Road Improvement Plan is through a voted millage increase dedicated specifically to roads. This raises the most amount of money, therefore, has the greatest impact on repairing the roads. Each mill increase will increase revenue approximately \$415,000.00.

The program could also use some City Road and general fund revenue, and couple it with the millage increase to improve the roads by paving whole subdivisions one at a time. Every few years the generated revenue could be used in several different areas on multiple segments of road, to have a much greater impact on making repairs on city roads. A funding method (3 mill voted increase, plus Act 51 and general fund revenue) would generate approximately \$2 million per year.

We have attached a couple sections/subdivisions of the city that identifies how the road funding program could work in those areas. We first identify the costs for repaving/reconstruction in a particular subdivision. If there are sanitary sewer water or water main repairs that are needed in the area of road work, those items are bid within the project, and are paid for by the water and sewer funds. But still bid out together to get economies of scale and done prior to putting down pavement.

This type of large-scale project only occurs if we get the additional funds with a voted millage increase, which would pay for the Road Improvement project in that subdivision. Part of this buy-in will be a full marketing plan with public meetings where the public can see what the cost is to repair roads and what areas the roads will be improved with the dollars raised.

A 10-year voted millage increase will not fund all the necessary road improvements that are our infrastructure needed within the City. However, we will touch as many roads as possible to make the greatest impact with the dollars raised. This is a major step forward in maintaining and improving

If a new millage would be placed on the ballot, the ballot language would designate that the dollars raised would only be for costs associated with the road improvements. If the millage is placed on a ballot, and passed in the November election, the dollars would not be collected until the following summer tax bill. However, the City could partially fund design and other work through the use of general fund/Act 51 money in advance, to ensure that the project could be completed the following summer after the passage of the millage, and before all tax dollars are collected. The average homeowner would pay approximately \$125 per year additional on their taxes to fund the program per 1 mill increase.

Funds raised through a millage increase will be deposited in an interest bearing capital road improvement fund, until projects are designed, bid and constructed. If a total year's revenue is

unutilized, the remainder will be kept in the fund and applied to the next project. Funds can only be used as described in the ballot proposal and cannot be used for city operating expenses.

Project priority will be based on PASER Rating, road surface conditions, age and additional information on our 23.5 miles of local streets, and 4.5 miles of major streets. Underground utilities will be assessed prior to bidding out projects.

The implementation of the Road Improvement Program will be the result of an ongoing process of road improvement priorities, developing the scope of work (which could include road, storm sewer, water main, sanitary sewer work), designing, soliciting and awarding bids. Each year the city will review and revise priorities whenever necessary.

We have attached information on the estimated cost for the various methods of improving the road conditions. Everything from routine crack filing, to structural overlay, to total reconstruction.

Another alternative for funding roads would be through a Special Assessment District. The establishment of an SAD would entail getting 51% of the property frontage in an area to approve the improvement.

Zelenak states that he has outlined for the Council, all the applications, the petition circulations, the resolutions and the public hearing before the award of bid. If no additional mileage is passed, the establishment of an SAD would be needed for every single road grouping that would be done, i.e. individual streets or subdivisions. As you can see, this is a long tedious process which could potentially be halted at numerous stages through the process.

The SAD is usually resident initiated and we use a combination of existing road funds and public special assessment district funds to pay for the project. Most likely, it's a 75% to 25% split, or you can change that percentage if you desire. The total cost for improvement on a particular street would be approximately \$10,000 to \$15,000 00 for mill and overlay and between \$20,000 to \$25,000 for reconstruction per household.

It the city decides to take out a bond to fund any road improvement program, there would be additional costs for bonding and interest costs. Which would add approximately 15% in additional costs to the project.

Since there are no federal or state programs to fund local subdivision road improvements, these are the two alternatives that we must look at if we want to create a road improvement program.

Zelenak directs Council to the sample ballot language that he has provided. He states that any ballot language would need to go through the City, County and State for approval, within the allotted timeframe per election cycle.

Zelenak states that tonight we will be looking at direction from Council and moving forward, right-sizing the road improvement program. He adds that he has identified for Council, by industry standards, the condition of all our roads, which was mentioned last July, when it had totaled \$41 million in road improvements that are needed to be done.

Zelenak goes on to explain – year one would be a subdivision, whether we decide to mill, overlay or reconstruct it. Year two could be the same subdivision, mill, overlay or reconstruct, and the third year could be a city-wide asphalt or concrete patching program, which would hit more subdivisions and would impact more residents. The following year. We'd basically be repeating the cycle. He states that we will continue to identify underground utilities that need repairing, which may affect

the order in which roads are repaired. We will create a road committee who will participate in public meetings, forums and town hall presentations. Zelenak adds in order to move this forward, if we are going to go for a millage increase on the ballot and let the electorate decide in November on whether to fund this program, we need to continue these meetings because by the end of July we need to make the decision and submit that information to the county for ballot language approval.

Mike Darga, Hubbell Roth and Clark (HRC)

Mr. Darga shares his screen and begins his presentation for the meeting. He states that the chart that is on the screen shows what our average PASER rating is right now, we show the average city road to be 2.3. (1 is the worst and 10 is the best) He states that if nothing is done, the rating goes down to 1.17. In order to maintain our 2.3 rating, it would take approximately \$800,000 a year in road improvements. Darga then shows, in increments how additional funding will get us moving in the right direction. He goes on to show a color coded map of the city and points out that most of the streets are red (rated poor) with only one street in the blue (rated good) He adds that normally you want to eatch the roads when they are at a 4 or 5 and bump them up to a 6 or 7.

Darga explains two different scenarios. In regards to the Hagadorn area, what would a \$2 million project look like for the city? After completing the sanitary sewer investigation we know that the sewer on N. Hagadorn needs to be replaced, which will impact the road. This is the same with the sewer on Ridge. Together, that is about a million dollars' worth of road improvements. This would take two years' worth of money to attach that project. He states that it would then make sense to pave as many roads as you can while you are in that subdivision. You normally would want to start in the back and pave your way out, but N. Hagadorn is probably the worst road and it's most traveled, so that if we go through and pave that first, you will have construction traffic driving over your new road. We do try to avoid this, but it's not the end of the world if we can't. After adding in Crest and Chester, you are looking at \$3 million just in pavement. Looking at another area, this time the University streets. Looking just at the asphalt roads, you are over \$1 million there, and it's about the same for the concrete roads. So looking at \$800,000 a year, you are not going to be able to do those roads in one year. Darga goes on to discuss additional projects, perhaps a couple of smaller projects.

Councilmember Kivell states in regards to the Hagadorn area, is that with adding storms through that whole section. Darga states that they planned on using the existing but there is money in there for rehab to the current storm systems. Rehab to the storm systems, some new structures, new castings, just repairing what's there. Kivell goes on to say this will illustrate how complicated things are going to be for us. If you are one of the people that are not in the first projects you are probably going to be more resident to try to flip the yes vote when you know it may be 10 years before your sub is dealt with. This is going to be hard for us to sell this. Darga adds that roads are not getting any cheaper to repair, so now is the time to do something for future generations.

Councilmember Dilg states she thinks this is why we are in this position in the first place, because we've kicked it down the road. She goes on to question, when we have these marketing campaigns and we put out there what the plan is, prior to the vote, are we going to outline who will go first. City Manager Zelenak states that we are talking about identified in a road improvement program, not necessarily saying which road when. Some of these conditions will be constantly changing based upon road conditions or based upon utilities. He goes on to say that Council has identified in the past that this subdivision was perhaps the worst or one of the worst within the community. Based upon that expression, as well as the original intent to allocate dollars a couple years ago, this one would be on the forefront of getting done. He goes on to say that with the other subdivisions, it will be hard to make that determination. We identified that we needed to continue to move this process along. This is the number one constant call that we get at the city and the city does not have the additional \$2.5 million to make improvements to these roads every year. Down the road as road conditions get worse, and because we did not put a million

dollars into each one of the roads for the last 10 or 20 years, we are at the point where we have to do something. Dilg states that she doesn't think anyone will be shocked that Hagadorn will go first, but she has the same concerns that Councilmember Kivell.

Councilmember Kivell states that there is a lot of positive narrative that we should be able to get people to digest. This will end up adding substantial future growth in the value of properties. Let's try to paint the brighter picture.

Councilmember Kennedy, looking at some of the pros and cons, verifies with the City Manager Zelenak the two approaches that you have listed here. Putting out a millage increase and asking the voters to vote on it basically distributes that obligation across all of the residents for the city. All 12,000 residents will see that reflected in their ongoing property taxes over the period of time that the millage is voted in for versus the special assessment district that applies to just a specific location. Kennedy questions if someone were to sell their home, would that obligation have to be cleared before they could transfer title to the new owner. Zelenak states that this is a possibility, but they don't necessarily have to clear those before that house is sold. It is obviously a cost that's going to be incurred by the new owner, so those are always discussed because it is technically a lien on that property.

Councilmember Kurtzweill states that the people that she has talked to about the road issue, particularly those individuals from the subdivisions, seem to be pretty understanding of the Hagadorn and Ridge area. Kurtzweill states that anyone that disagrees, she gives them directions on how to get to Hagadorn and they come back and say, you're right, but our sidewalks are horrible. She goes on to say that she doesn't know if the resistance is going to be that great because I think people do have an understanding that the subdivisions are newer and the downtown area along with the Hagadorn area are really in need of assistance. Kurtzweill adds that she does like the ballot initiative because she likes leaving increases in property taxes to the voter.

Councilmember Richards addresses Mr. Darga. He states in the time that you compiled these figures, and you're combined with the PASER study, did your own company oversee it all, or did you sub it out. Darga states that back in 2013 member of the DPW and I believe a member of HRC drove all the sites and came up with the initial PASER rating. Then in 2019 the City Manager got a grant through Semcog to update those ratings and HRC did those Richards states with Hagadorn being a unique situation, what is wrong with the feasibility of approaching the residents and saying you don't have any sidewalks or curbs, if you want this done right, and within a year and a half, as we are able to do it, why couldn't we go with a combination of SAD along with what we can come up with from a millage increase. Hagadorn being a priority and residents that live there are ready to see something come about. Darga states that SAD's are complicated, and you will have a hard time getting your 51% yes votes. You will make it pretty complicated by doing that. Councilmember Kurtzweill states that the problem with Special Assessment Districts is on the collection side. You can assess 100 homes in the Special Assessment District, it's voted 51% to include their home in the Special Assessment District that means you have 49% that did not. The Special Assessment District now goes on your taxes. What the homeowners will do is pay the property tax portion of the tax bill and will attempt to work out an installment plan with the local municipality to pay off that SAD over a period of time. But what do you do if a Homeowner doesn't pay? Your option is just to foreclose on the lien, so not only do you not get your money up front to pay HRC to come and do the road, you are now going to become a landowner with your foreclosures. So one of the complicating issues is on the collection side. You don't get your money up front, somebody is not going to pay, so you might as well roll it in and do a ballot initiative where the cost is spread out throughout the city and it's up to the city to do a good job explaining why one area should wait and another area should go first.

Councilmember Richards asks what's wrong with the possibility of doing the worse part on the first go round and then addressing the other two ends. Darga states that we know that the sanitary sewer needs to be replaced and when you do that, you have leads going across the street. That whole thing is going to get

torn up and you will end up replacing the base and the new pavement everywhere as soon as you touch that sewer. That road is going to be a full reconstruct.

Mayor Pelchat thanks Mike and Rolland for their insight on this situation. He states that he is leaning toward Councilmember Kurtzweil's opinion on this. This is a huge project and in his opinion should be our top project. The Mayor states that he would not feel comfortable trying to take on a project like this without taking it to the voters. He states that this is the topic of conversation that comes up, and they have been hearing the same answer for several years and we need to find an answer for these people. Rolland Alex, HRC, states that they did help the City of Berkley a few years ago. They had a similar problem and they were able to pass a 10 year millage, and to one of the Councilmembers points, they did not say which street were going to be the lucky lotto winners and that seemed to help garner support from the community. He goes on to say, as the City Manager mentioned, every third or fourth year, a concrete patching or having a more city-wide where you are touching lots of different areas and people are seeing that their money is being spread out throughout the community and not just these lucky four or five streets helped. He adds that Berkley had a few different ways to help sell their millage. From sandwich board signs that were placed around the city to town hall meetings that were held on or near the roads that were in need of repair so people could see the roads in need of repair.

Councilmember Kennedy states that he is also in agreement with Councilmember Kurtzweil. It has the entire population shoulder the burden.

City Manager Zelenak advises the Mayor that we can bring additional information back to the next council meeting, we can then talk about the dollar amount or what the millage rate is, and what the time frame for something like this would be. We can look at putting things together for establishing that particular road committee and then start to identify that marketing plan.

Councilmember Kurtzweil states that when you raise money through a specific mill, the city has an obligation to hold that money specifically for roads. You can't put it into the general fund and pay bills. That money stays in that fund. Kurtzweil states that this is the check and balance that she feels is very important for the voters to understand. She adds another thing to bring up in the City marketing material is when the debt load is erased in the water treatment plant, and you go for a 10 or 12 year mill for roads, at some point the financing bond will drop off and then it's a no brainer at that point.

City Manager Zelenak state that the final question is the number of mills that we will be looking at raising, based on that \$2 million figure, we are looking at approximately 3 mills to reach that and that would also include some of the funds from the Act 31 as well as the additional mill that went in to approval tonight for the millage rate that would transfer directly to Major or Local Streets. Kurtzweil questions why couldn't the mill, whatever that mill is going to be in the first 3 or 4 years and when the debt load is paid off over at water, then you would be able to increase it to 2.5 because you will be able to pick up a mill or two off of that. I'm just saying you replace it. Zelenak states that you could do that, there could be changes, it could be a certain millage rate for so many years and certain millage rate for so many years after that. He states that he would caution at that the millage rate you are only looking at raising only a mill increase. That additional \$400,000 is not going to be able to make an impact in order to do Hagadorn. You would have to save up three years of road funding in order to start to work on that particular project. He states that he thinks if anyone is going to look at any sort of Road Improvement Program, they are going to expect to see improvements of the year immediately following that millage rate increase.

Mayor Pelchat adds that he likes that we are kicking things around. We are not going to solve this problem tonight, but I like that we are coming up with ideas.

Councilmember Richards states that now is the time to send out a letter to the residents that live on Hagadorn and the associated streets to let them know exactly what the dynamics of our situation and total costs and methods of the reality of paying for this before we pass something.

Mayor Pelchat confirms with Richards that if this is the method we choose to go with, he assures you that this we will be out pounding the street to get the information out there. So that they understand what is going on.

Zelenak states that he would propose that we prepare additional information for up and coming meetings, leave this on the agenda discussing the additional data that we have because if we in fact do decide, our council votes to actually place something on the ballot, we do have the time constraints, so we will include that information. We are basically educating the public on this and providing information about the ballot initiative.

Mayor Pelchat agrees that by leaving it on the agenda until we have a game plan and possibly getting it on a ballot, it can be a talking point each and every meeting until we get there.

Councilmember Kivell states that he thinks it's important and that there is bench marks that we will build off of. This is a good start.

New Business

Resolution Authorizing the Request for Reimbursement from Oakland County West Nile Virus
Fund

CM 5-7-21 MOTION TO APPROVE THE RESOLUTION FOR REIMBURSEMENT FROM THE OAKLAND COUNTY WEST NILE VIRUS FUND IN THE AMOUNT OF \$1,546,18

Motion by Kennedy, supported by Walton

Motion to approve the resolution authorizing the request for reimbursement from Oakland County West Nile Virus Fund in the amount of \$1,546.18

ROLL CALL VOTE: Councilmember Richards Yes

Councilmember Kivell Yes
Councilmember Walton Yes
Councilmember Kurtzweil Yes
Councilmember Kennedy Yes
Councilmember Dilg Yes
Mayor Pelchat Yes

Vote:

MOTION PASSES

2. Purchase and Installation of 2 New 550-gallon Double Wall Tanks (diesel and unleaded) for Fueling Vehicles and Equipment at the DPW Facility

Superintendent, Doug Varney states the diesel storage tank at the DPW facility is actually past its useful life and no longer could be replaced with the exact same tank that is there. The new technology is a double walled tank and we've replaced one already at the Water Plant. This is a similar tank in that construction the current location is not compliant with a future potential building that we'd like to have built there. Attached are three quotes and although Corrigan is not the lowest, they do provide the service for switching of the tanks, using their own truck with a crane that will pick ours out and put theirs where we want it. This plant expenditure can be purchased out of the Building and Equipment Maintenance account under line end 101-440-931.

CM 5-8-21 MOTION TO APPROVE THE PURCHASE AND INSTALLATION OF 2 NEW 550-GALLON DOUBLE WALL TANKS FOR THE DPW FACILITY FOR \$7,682.40, PLUS FEES TO TRANSFER THE DIESEL AND CHARGE TO THE CORRESPONDING LINE ITEM 101-440-931

Motion by Kurtzweil, supported by Kennedy

Motion to approve the purchase and installation of 2 new 550-gallon double wall tanks for the DPW facility for \$7,682.40, plus fees to transfer the diesel and charge to the corresponding line item 101-440-931

Yes

Yes

Yes

Yes

Yes

Yes

Yes

ROLL CALL VOTE: Councilmember Kivell

Councilmember Kurtzweil
Councilmember Richards
Councilmember Walton
Councilmember Dilg
Councilmember Kennedy

Mayor Pelchat

Vote: MOTION PASSES

Budget: None

Public Comment:

Ryan Lare, 716 Grand Court, South Lyon, Michigan

Mr. Lare states that next Sunday he will be doing a full sweep of the parage route including the cemetery and Paul Baker Park. He adds that Larry will be taking care of Reynolds Sweet Parkway. Councilmember Kurtzweil is going to mention the dumping that is going on at the Parkway. He would also like to thank HRC for their presentation tonight on the roads. He states that he does agree with the Mayor and Councilmember Kurtzweil regarding getting this to the voters. He states that Hagadorn has been a problem for a long time and when he was campaigning for Mayor, Hagadorn was one of his pet projects. He goes on to thank the City Manager for working 7 days a week to provide the city with the great resources that we have. He states that he is not commended enough and he thinks that good praise is good when it is due. He adds, we have a great City Manager who is out running in the city and is going to all the different events. He also adds that we have a wonderful City Hall and commends all the clerks there that work very hard. There are a lot of people that work behind the scenes that keep the city running.

Manager's Report – City Manager Zelenak advises Council that we've already initiated a road study on W. Lake Street, gathering information regarding speeds and number of vehicles. Also reviewing reports regarding records and tickets. He then updates Council regarding the Cemetery and Volunteer Park grading. We had 4 packets picked up for bids, no one bid and when we made initial contact with one of the bidders, they said the job was too small and they are extremely busy. He advised that we will be rebidding that, if we do not get anything done before the end of this budget year, looking at next year and perhaps making a budget adjustment because we did not spend the money. Zelenak states that we are still looking at information regarding the handicap accessible equipment at McHattie Park. He states that he is talking to people from the school system regarding upgrading equipment within the council auditorium. Due to some change in pricing, they are recollecting data and checking out the numbers. Zelenak reminds everybody regarding the Memorial Day Parade on May 31st. Roads will be closing starting at 9:00 a.m. and finishing everything up at the cemetery at 11:00 a.m. He states that someone paid for a flyover from Willow Run Airport, this will take place at 11:45 a.m. Zelenak states that we are putting together the

safety precautions to open up City Hall. We have information from Michigan Department of Health and Safety regarding guidelines and regulations. We are also looking for information from the county, we are still looking to provide a Covid 19 preparedness and response plan.

Councilmember Kurtzweil stated at the last meeting she had mentioned the Reynolds Sweet Parkway clean up and unbeknownst to me, Ryan Lair jumped to the opportunity to be of service to the City. I was shocked at the trash that he picked up along the Parkway, it was disgusting and she is sad that Ryan went and handled some of that trash. She commends Lair for being a decent individual committed to cleaning up the city for the Memorial Day Parade. She advised she has gone back to look at the fence area and questions if the City has met with the management of South Lyon Woods about cleaning up the interior fence on their property. City Manager Zelenak states that Doug Varney followed up with DPW for additional cleaning after Ryan did. He thanks Ryan for doing that. He states our Ordinance Officer placed a call with South Lyon Woods to discuss the debris that is actually inside the fence. Kurtzweil states that it was Ryan's opinion that there was strong evidence of dumping going on, meaning piles of stuff that looked like it was coming out of somebody's home. She questioned who owns the land that sits on the other side of the fence. She states that she tried to follow the property line down to the Laundry Mat and it appears the property belongs to South Lyon Woods. It it does, they need to step up and clean up their property whether on the interior or exterior, so thank you to Ryan and DPW.

County, unfortunately, this is one traffic control order that goes from Dixboro all the way to Farmington, so that was why the County was pretty adamant that they wanted to end up just going forward and changing the speed limit here in town. He states a number of us that live in what we consider a linear neighborhood along 10 Mile, feel that this is just that, that people walk down the streets, this is their front yard. There are some devices that when you are doing the PASER or the 85 percentile kind of formulaic thing, it's not really a reflection of some of the other devices that the Michigan State Police has at hand. He goes on to ask Zelenak if there has been any movement on the library property. Zelenak states that he has not heard anything from the individual and the going to be moving forward as if they have just decided to decline to work with the city. We will be re-initiating and taking bids on that particular property like we did the last time. Initially, it was 30 or 60 days of receiving bids, phone calls and contacts made with individuals.

Councilmember Walton questions if there is any thought about putting in sidewalks leading in to McHattie Park. Zelenak states that we would have to completely redesign the roadway, change the ditch line and looking at re-doing the road. This would definitely be a much larger project. Councilmember Kennedy questions if the City Manager has any information on the house on Detroit Street. Zelenak states he has nothing to report. We initiated a letter to the new contact regarding repairs. He will need to check with the Building Department.

Council Comments -

Councilmember Dilg states that she too had the privilege of being one of the people who interviewed High School Students for their class where they practice their interviewing skills and she added that we have some impressive High School Seniors. They were intelligent, articulate and driven. They made her very proud. She also states that she feels that they didn't miss a step with this pandemic. Dilg states that she wanted to say Congrats and an official welcome to Preferred Pet Salon. She states that she and Steve were able to attend the ribbon cutting this weekend and they are very excited to be a business in our community. She added that this is where her cat goes and they do a great job.

Mayor Pelchat adds that he participated in the interviews and had the same opinion.

Councilmember Walton states that we definitely have a busy week in South Lyon, starting with Wednesday and the Lake Street Cruise, come on out and enjoy the cars. Monday is our Memorial Day Parade. Line up starts at 8 a.m. and the parade starts at 9:00 a.m. sharp. The parade will go up 10 Mile to

Reynolds Sweet Parkway, over to Stryker and then in to the Cemetery. If you want to get involved in the parade, contact Dana Johnston at 248-437-5046. Walton goes on to wish Lieutenant Baaki a very Happy Birthday. She goes on to say that she had been out of town and she got the pleasure to run in a group called Ragnar, it's a 24 hour run where eight people on your team is constantly running. It's about a 200 mile run and we were in the Zion National Park. She states the background behind her right now was taken in Bryce Canyon where they hiked after the run was over. She states that Ragnar is a JDRF Fundraiser (Junior Diabetes Research Foundation) and they wanted to say that they are united in the common purpose of creating a world without Type 1 Diabetes.

Councilmember Richards states that at the last Farmers Market, he took the time to look in the windows at the old Draft Street Building and the old horseshoe that was on the inside where the restaurant and later bar was located is gone. He added that the whole ceiling had been removed and the back wall is gone. He states that he would like to thank our Attorney for the Township. Mr. Phil Weipert for contacting the Oakland County Drain Commission, regarding problems we have at Yerkes along with some of the other drains in the City. Richards also goes on to mention the contribution of our Methodist Church and adds the Mission Outreach Team they formed contributed and help out at the Witches Hat Museum, Over 170 people arrived for the event at the church and there were 24 different teams targeting 18 different locations. He adds that he would like to send out his best wishes for all the prom goers that our venturing out to celebrate graduation.

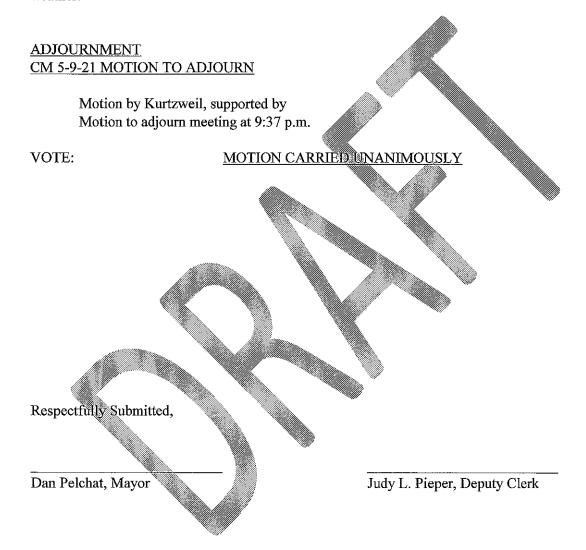
Councilmember Kennedy states he also had the pleasure to have been asked by South Lyon High School to participate in those interviews. As mentioned, the students were impressive. They were very well prepared and have goals with plans in place to meet them. Kennedy adds to come out and support the Lake Street Cruise starting Wednesdays at 630 p.m. and the 4th Wednesday of every month through September. With the Exception of July, when we will have the all-day Motor Fest.. So come and check out the cars, get some wonderful food it's going to be a terrific evening.

Councilmember Kurtzweil wants to thank the women of Mary who invited her to speak about gardening. She adds that it was a great group of women from all over the city. They went home with plants and seeds and hopefully a renewed appreciation for gardening. She adds it was great meeting people that have a real strong interest in improving and making our City look gorgeous, including the women that are down there at Colonial Acres, improving their front as you drive by on Pontiac Trail. She adds that she would also like to remind everybody about Lake Street Cruise. She adds that she would like to thank the sponsors for Lake Street and would like to thank Sellers Buick GMC, South Lyon Collision, Lyon Homescape, Quicksilver Marketing Solutions with Roger, Art Creations and Performance Creative Resources. She adds that there will be more to come. Kurtzweil states that she would also like to thank all the individuals that invited her to the graduation parties. This great, you are going to be able to sit outside, shake hands and she is a hugger, so she is sure that there will be a couple of hugs. Congratulations to everybody that is graduating. She adds that Memorial Day is coming up and she hopes that everybody keeps in mind what Memorial Day or weekend is the opportunity to plant our plants and get out and open our windows and pull out our lawn furniture and move outside for the summer. But let's not forget what Monday is all about, it's about the incredible individuals that served our country that knelt before god and stood before the American Flag and carried their banners and went and fought for freedom. So everybody please, if you see a Veteran, please thank them for everything they did, for all the rights that we have, including our second amendment rights and our first amendment rights. Everything that our Country stands for. God Bless every Veteran on Monday - thank you.

Councilmember Kivell states he is hoping for a great car show and fingers crossed that the weather is cooperative. He adds that he is really looking forward to it, it's been a long time since we have been able to get out and enjoy. He adds that he was at the retirement ceremony for South Lyon resident and Lyon Township DDA Director, Tina Archer, and he bumped in to a guy that does the music and sings the National Anthem at the beginning of the show. He couldn't have been any more gassed up about the idea

of the show starting up again. He states that the RCA Building, Dan Schweigler's building, just to see the transitioning that is taking place down there has been really remarkable and he adds that he is glad that Dan had the same interest in retaining the cornerstone that was up in the beltline. It will be a real exciting time once that building is up and running.

Mayor Pelchat states that he is looking forward to working with each and every one to come up with a game plan for the roads. He states that Memorial Day is a sacred American Holiday, and he is very proud of our community and Dana Johnston in her unbelievable efforts to continue the Memorial Day Parade tradition. He adds that he looks forward to seeing the folks on Monday morning, fingers crossed for good weather.



GI NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORWAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL, (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND	QND					
Revenues						
Dept 000.000		000	0000	c c	,	0
101-000.000-402.000	KEAL PROFERIT TAA	00.026,4,0,4	1,020,009.80	00.00	49,410,10	38.32
101-000 000-422 000	SOCIA BLON WOODS TAX	500.00	00.00	00.0	500.00	00.00
101-000,000-101	DENDITED AND INTEREST	11,000.00	14,450.96	00.0	(3.450.96)	131.37
101-000 000-451.000	BITT.DING PERMITS	240,000.00	LO.	60,113,00		202.33
101-000.000-452.000	HEATING & PLUMB, REFG, PERMI	25,000.00	36,083,75	4,416.00	(11,083,75)	144,34
101-000,000-453,000	S	30,000.00	43,505.00	6,467.00	(13, 505,00)	145.02
101-000,000-454,000	LICENSES & BUSINESS MISC.	3,500.00	2,600.00	310.00	00.006	74.29
101-000.000-528.000		00.0	70,388.40	3,572.40	(70,388.40)	100.00
101-000.000-570.000		971,411.00	906,053.00	180,116.00	65,358,00	93.27
101-000.000-570.100	STATE REVS	100,593.00	٠.	123,647.34	(139,724.05)	238.90
101-000.000-600.000	BOARD OF APPEALS	0.00	1,800.00	450.00	(1,800.00)	1.00.00
101-000.000-600.100	REZONING FEES		0.0	00.0	00.0	0.00
101-000.000-630.000		ລັດ			(4, 293.19)	104.38
101-000.000-634.000	[ii]	3	45,675,00	7,710.00	(5, 675,00)	114.19
101-000.000-635.000	W & S ADMIN. CHARGES			00.0		0.00
101-000.000-642.000	POLICE	40,000.00	55,223,33	1,515.47	(15, 223, 33)	138.06
101-000.000-661.000	PARKING VIOLATION					37.50
101-000.000-662.000	FINES	30,000,00	11,429,16	1,481.70	18,570.84	38.10
101-000.000-663.000	REFUND-(FOR COST OF ARREST)	9		0.00	0.0	00.0
101-000,000-664,000		20,500.00	2,125.67	29.08	18,374.33	10.37
101-000.000-664.200	PARK AND REC. INTEREST	0.00	0.00	00.0	00.0	00.0
101-000.000-664.700		00.0	00.0	0.00	00.0	00.0
101-000.000-665.000	INTEREST-TRANS.CEMETERY INTRE	0.00	0.00	0.00	00.00	0.00
101-000.000-665.200		0.00	00.0	0.00	00.00	0.00
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	0.00	99.19	2.11	(67,66)	100.00
101-000.000-668.000			0.00	00.0	00.00	0.00
101-000.000-668.200	RENTS AND ROYALITIES-CABLE	155,000.00	9,		42,054.23	72.87
101-000.000-668.300	LEASEANTENNA	42,000.00	34,145.46	•	7,854.54	81,30
101-000.000-668.400	RENTAL PROPERTIES	00.0	0.00	0.00	00.0	0.00
101-000.000-669.209	CONTRIBUTION-PERPETUAL CARE	50,000.00	0.00	00.0	50,000.00	0.00
101~000.000-673.000	SALES OF FIXED ASSETS	50,000.00	00.0	00.0	50,000.00	0.00
101-000.000-675.200	CONTRIBUTIONS-WINTER EVENTS	4,000.00	00.00	00.0	4,000.00	0.00
101-000.000-675.600	CULTURAL ARTS REVENUES	300.00	279.90	00.0		93.30
101-000.000-675.800	VETERANS MEMORIAL PROJECT	11,000.00	8,200.00	00.0	2,800.00	74.55
101-000.000-676.005	CONTRIBUTION TO PARKS & REC	00.0	00.0	00.0	00.0	00.00
101-000.000-680.000	REIMBURSEMENT FROM HVA		00.00		00.0	00.0
101-000.000-692.000	GRANT MONEY	10,000.00	0.0	0.00	10,000.00	
101-000.000-692.200	OAKLAND TOGETHER CVT COVID FUNDING		· .	00.0	•	•
101-000.000-694.300	PYMT. OF SIDEWALKS BY RESIDEN	o,	0.00	0.00		0.00
101-000.000-694.400	CONTRIB. FOR PARK BENCHES	00.0	00.0	00.0	00.0	00.0

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REVENUE REPORT FOR CITY OF SOUTH LYON

06/07/2021 12:29 PM User: PATRICIA DB: South Lyon

PERIOD ENDING 05/31/2021 FINANCIAL REPORT FOR MAY 2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND	FUND					
Revenues						
101-000,000-698,000	00 MISCELLANEOUS	70,000.00	62,005.79	1,828.67	7,994.21	88.58
101-000,000-698,10	O FIRE MISC.	4,700.00	4,446.89	1,133.06	253,11	94.61
101-000.000-698.20		5,800.00	88,453.56	84,554.26	(82,653,56) 1	1,525.06
101-000-000-698.21	5	3,000.00	650.00	00.0	2,350,00	21.67
101-000.000-698.22	_	60,000.00	70,012.00	00.0	(10,012,00)	116.69
101-000.000-698.23		20,000.00	0.00	00.0	20,000.00	00.00
000-000-000-000		00.0	00.0	0.00	00.00	00.0
101-000.000-698.60	_	203,000.00	5,018.00	0.00	197,982.00	2,47
101-000,000-698.80	_	5,000.00	0.00	0.00	5,000.00	0.00
101-000,000-698,90	_	4,000.00	00.00	00.0	4,000.00	00.0
101-000,000-699.00	г	00.0	00.0	00.0	00.0	0.00
101-000.000-699.209	9 TRANSFER IN FROM CEMETERY FUN	00.0	00.0	00.0	00.0	00.00
Total Dept 000.000		6,890,130.00	7,138,151.61	495,396.77	(248,021,61)	103.60
			: : : : : : : : : : : : : : : : : : :	1000		
TOTAL REVENUES		00,021,0830	79.101,851,	495,396.77	(248,021.61)	IO3.60
Fund 101 - GENERAL FUND:	FUND:					
TOTAL REVENUES		6,890,130.00	7,138,151.61	495,396.77	(248,021.61)	103.60

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REVENUE REPORT FOR CITY OF SOUTH LYON

06/07/2021 12:29 PM User: PATRICIA DB: South Lyon

PERIOD ENDING 05/31/2021 FINANCIAL REPORT FOR MAY 2021

E & BDGT () USED	0.00 105.21 80.10 91.39 85.98 69.13 50.31 81.23 51.75 48.45	
AVAILABLE BALANCE NORMAL (ABNORMAL)	0.00 (75,010.12) 22,909.91 7,254.00 405,654.21 284,620.22 2,775.93 191,223.50 161,783.41 18,774.20 7,930.63	5,467.02 3,461.26 1,036,344.17 1,036,344.17
ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	0.00 138,508.96 13,529.29 7,022.00 221,474.53 49,207.33 49,207.33 15,322.60 3,795.16	7,500.00 7,500.00 516,343.84 516,343.84
YTD. BALANCE 05/31/2021 NORMAL (ABNORMAL)	0.00 1,513,557.12 92,214.09 77,016.00 2,488,328.79 637,513.78 27,748.50 173,504.59 17,645.80 1,044.37	332.98 9,497.74 5,840,707.83 5,840,707.83
2020-21 AMENDED BUDGET	1,438,547.00 115,124.00 84,277.00 2,893,983.00 922,134.00 4,580.00 1,018,972.00 36,420.00 36,420.00	5,800.00 12,959.00 6,877,052.00 6,877,052.00
DESCRIPTION	Fund 101 - GENERAL FUND 000.000 200.000 - ADMINISTRATION 276.000 - CEMETERY 295.000 - SENIOR TRANSPORTATION 335.000 - FIRE 346.000 - AMBULANCE 440.000 - DEPT. OF PUBLIC WORKS 690.000 - PARKS AND RECREATION 732.000 - CABLE COMMISSION	CULTURAL ARTS VETERANS MEMORIAL PROJECT NDITURES TTURES
GL NUMBER	Fund 101 - GENERAL FUND 000.000 200.000 - ADMINISTRAT 276.000 - CEMETERY 295.000 - SENIOR TRAN 335.000 - FIRE 346.000 - ETRE 346.000 - DEPT. OF PUI 690.000 - PARKS AND RI 732.000 - HISTORICAL 1800.000 - CABLE COMMIS	802.000 - CULTURAL ART 820.000 - VETERANS MEN TOTAL EXPENDITURES Fund 101 - GENERAL FUND: TOTAL EXPENDITURES

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

06/07/2021 12:30 PM User: PATRICIA DB: South Lyon

PERIOD ENDING 05/31/2021 FINANCIAL REPORT FOR MAY 2021

06/07/2021 12:31 PM EXPENDITURE User: PATRICIA DB: South Lyon GL NUMBER DESCRIPTION Find 202 - MaJOR STREETS	REPORT FOR IOD ENDING STAL REPORT 2020-2	CITY OF SOUTH LYON 05/31/2021 FOR MAY 2021 YTD BALANCE 05/31/2021 II NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	Page: 1/1 AVAILABLE BALANCE NORWAL (ABNORMAL)	\$ BDGT
ACCOUNTANT STREET CONSTRUCTION STREET CONSTRUCTION STREET-ROUTINE MAINT. TRAFFIC SERVICES SNOW PLOWING SNOW REMOVAL TRANSFER BETWEEN FUNDS	0.00 78,018.00 177,120.00 18,740.00 109,589.00 6,064.00 100,000.00	0.00 3,910.00 64,807.22 143,841.54 6,924.09 59,064.59 7,995.05 5,912.38	0.00 0.00 1,601.44 10,994.79 819.29 0.00 0.00 343.34	0.00 1,690.00 13,210.78 33,278.46 11,815.91 50,524.41 (1,931.05) 100,000.00	0.00 69.82 83.07 81.21 36.95 53.90 131.84 0.00
EXPENDITURES	505,315.00	292,454.87	13,758.86	212,860.13	57.88
TOTAL EXPENDITURES FUNC 203 - LOCAL STREETS	505,315.00	292,454.87	13,758.86	•	•
ACCOUNTANT STREET CONSTRUCTION STREET-ROUTINE MAINT. TRAFFIC SERVICES SNOW PLOWING TRANSFER BETWEEN FUNDS STORM SEWER	5,600.00 10,000.00 169,791.00 6,618.00 96,287.00 18,571.00	3,910.00 2,151.83 150,924.48 6,566.80 55,036.26 6,796.32	380.24 380.24 10,878.26 1,044.29 0.00 441.25	1,690.00 7,848.17 18,866.52 51.20 41,250.74 0.00 11,774.68	0.00 69.82 21.52 88.89 99.23 57.16 0.00
TOTAL EXPENDITURES	306,867.00	225,385.69	12,744.04	81,481.31	73.45
Fund 203 - LOCAL STREETS: TOTAL EXPENDITURES	306,867.00	225,385,69	12,744.04	81,481.31	73.45
TOTAL EXPENDITURES - ALL FUNDS	812,182.00	517,840.56	26,502,90	294,341.44	63.76

pă L	CE % BDGT L) USED	1 80.09 2 56.45 5 48.83 1) 110.98 4 59.35	2 72.35	2 72.35			
Page: 1/1	BALANCE NORMAL (ABNORMAL)	398,217.01 78,949.82 103,096.55 (59,332.11) 766,207.04	1,775,731.02	1,775,731.02			
ACTIVITY FOR	MONTH 05/31/2021 INCREASE (DECREASE)	0.00 8,556.51 7,064.25 46,920.85 93,303.10 89,174.79	245,019,50	245,019.50			
CITY OF SOUTH LYON 05/31/2021 FOR MAY 2021 YTD BALANCE	05/31/2021 NORMAL (ABNORMAL)	1,601,782.99 102,321.18 98,379.45 599,734.11 1,118,891.96 1,126,411.29	4,647,520,98	4,647,520.98			
EXPENDITURE REPORT FOR CITY OF SOUT PERIOD ENDING 05/31/2021 FINANCIAL REPORT FOR MAY 2021	2020-21 AMENDED BUDGET	2,000,000.00 181,271.00 201,476.00 540,402.00 1,885,099.00 1,615,004.00	6,423,252.00	6,423,252.00	·		
ы							
06/07/2021 12:32 PM User: PATRICIA DB: South Lyon	GL NUMBER DESCRIPTION	Fund 592 - WATER & SEWER 452.000 540.000 - WATER / REPAIR 550.000 - SEWER / REPAIR 555.000 - REFUSE COLLECTION 556.000 - WATER 557.000 - WASTEWATER	TOTAL EXPENDITURES	Fund 592 - WATER & SEWER: TOTAL EXPENDITURES			

06/10/2021 12:35 PM User: PATRICIA DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 05/13/2021 - 06/10/2021

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TO TOTAL						
Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
Bank 01 GEN	FUND CHECKING	_				
05/13/2021	81990	MISC	NICHOLAS SCOFFINS	UB refund for account: OAKC-000956-00	63.21	Open
05/13/2021	81992	5310	WATER CO.,	WATER	51.50	Cleared
5/13/	81993	5310	INGS WATER	1	64.00	Cleared
05/13/2021	81994	3165			116.32	Cleared
05/13/2021	81995 01095	3.165 43.165	CONSUMERS ENERGY	GAO SERVICE	41.18 30 86	Cleared
05/13/2021	81997	3165			17.50	Cleared
05/13/2021	81998	3165			204.67	Cleared
05/13/2021	81999	3165			177.41	Cleared
05/13/2021	82000	3165		SERVICE	126.20	Cleared
05/13/2021	82001	3165			60.10	Cleared
05/13/2021	82002	3165	NSUMERS ENER	GAS SERVICE	247.49	Cleared
05/13/2021	82003	0962		LAWN CARE	105.76	Cleared
05/13/2021	82004	0584	UTB ENERGY	ELECTRIC SERVICE, VARIOUS LOCATIONS	554.40	Cleared
05/13/2021	82005	7.43	MICHIGAN MONICIPAL LEAGUE.	MML DOES AND LEGAL DEFENSE FOND //OL/	0, L63.UU	Cleared
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	82006	461/	NEC FINANCIAL DENVICES, LLC	COUNT DIFFERENCE WWW & DEW FROME BISTERS MONTHUR DANS MAN ANDER 2001	117.81 463.60	Cleared
5/13/ =/13/	82007	1034 2641	I TRICO	DENATURE FARM TAX AFELD 2021 DENATURY/INTEREST VARENUMA 1901 CENT	452.30 9 3E	Cleared
U5/13/20Z1	92000	7.01 1.01	N T T T T T T T T T T T T T T T T T T T	CLEMIS MEMBERSHIP AND BARMINIS ISOI GENI	3 077 ED	Open
5/1	82010	9 -	EXPRESS	APRIL 2021 TRANSPORTATION	7,022.00	Cleared
05/13/2021	82011	0462	PETER'S TRUE VALUE HARDWARE	GEAR DRYER PARTS APRIL 2021 STATEMENT	28.77 2,719.59 2,748.36	Cleared
	0	[]	t t t t c	**************************************		,
05/13/2021	82012 82013	250 / 5893	K.K.K.A.S.O.C. SAFEBUTIE: JLC LOCKBOX # 88135	HAZAKDOUS WASTE COLLECTION 5/1/2021 APRIL 2021 BLOG PERMITS	156.00	Cleared
05/13/2021	82014	5731			2,316,26	Cleared
05/13/2021	82015	3984	WOW! BUSINESS		66.00	Cleared
05/20/2021	82016	4376	121		119.99	Cleared
05/20/2021	82017	4295	I CAPITAL SERVICES	CREAMER	18.36	Cleared
05/20/2021	82018	5310	ARBOR SPRINGS WATER CO., INC.	WATER	32.00	Cleared
05/20/2021	82019	4197		2021 5	72.00	Cleared
05/20/2021	82020	3602	CROSS BLUE SHIELD OF	2021	39,394,42	Cleared
05/20/2021	82021	3602	BLUK CKOSS BLUK SHIKLD OF MICH	JONE ZOZI KETIKEE HEALTH INSUKANCE	2, 785, 68	Cleared
05/20/2021	82022	4681 3749	CAROL MOLONALD KRISPEN S CARROLL		88.80	Cleared
05/20/2021	82024	3935	CIB PLANNING		8,649.50	Cleared
05/20/2021	82025	4315	COMMUNICATIONS TECHNOLOGIES, INC.	MONTHLY PHONE MAINT, 5/20/21 - 6/19/2	85.00	Cleared
'CJ 1	82026	3165	CONSUMERS ENERGY	GAS SERVICE, VARIOUS LOCATIONS FIRCTURE SERVICE - STREETHIGHTS	1,327.70	Cleared
3	7 70 70	r 0 0				3
05/20/2021	82028	3455	EMPLOYEE HEALTH INSURANCE MGMT.	APRIL 2021 MEDICAL WRAP PROCESSING & APRIL 2021 CLAIMS FUNDING	851.00 16,389.69	Cleared Cleared

PM		
06/10/2021 12:35	User: PATRICIA	South Lyon
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CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 05/13/2021 - 06/10/2021

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Status	Cleared Cleared Cleared Cleared Cleared Cleared Cleared Cleared Cleared Cleared	Cleared Cleared Cleared	Cleared Cleared Cleared Cleared	Open Open Open	Open Open Cleared Cleared Open Open Open Open Open	Open Open
Amount	17,240.69 2,970.00 8,977.06 173.84 112.74 108.00 291.26 212.40 225.00 59.08 445.00 238.50 835.77	2,470.00 379.50 3,585.00 6,434.50	5,773.15 3,455.54 21.73 710.00 54.97	162.25 141.38 873.00 1,176.63	32.00 4,500.00 180.00 91.62 34,997.00 6,142.15 220.00 21.84 46,920.85 87.60 180.00	31.22 156.71
Description	REIMBURSEMENT FOR BASIC ENVIRONMENTAL NIXLE ENGAGE. YEARLY SERVICE CONTRACT JUNE 2021 INSURANCE PREMIUMS MONTHLY DUES OFFICE SUPPLIES COMMUNITY CPR DVD PAYROLL DEDUCTION ID 912962522 SOTTH LYON HOMETOWN 2-SIDED YARD SIGN WATER VALVE AND TEFLON TAPE POSTAGE CABLE SANITARY SEWER CLEANING 340 HAG UTILITY BILLS	PROSECUTIONS, PROF. SERVICES RENDERED GENERAL LABOR MATTERS, PROF. SERVICES CITY ATTORNEY GENERAL WORK, PROF. SER	38-6004651, TAX PERIOD 6/30/2020, FOR ICMA 457 PLAN # 301149 PAYROLL DEDUCT CABLE SERVICE INTERNET CABLE SERVICE	CHARGING CABLES, BUFFER, WHITEBOARD & LOGITECH C920X HD PRO WEBCAM(2) FOR C MODIFY AIR MA-112 AIR PURIFIER W/ HEP	WATER RESTAURANT RELIEF PROGRAM REIMBURSEME MONTHLY COUNCIL PAY REIMBURSEMENT FOR FERTILIZER FOR HIST CONTRACT SOUTH LYON DISPATCH RESTAURANT RELIEF PROGRAM REIMBURSEME MONTHLY COUNCIL PAY ELECTRIC SERVICE DUMPSTER & RECYCLING 6/1/2021 - 6/30/ CABLES MONTHLY COUNCIL PAY MONTHLY COUNCIL PAY	OFFICE SUPPLIES
Vendor Name	KEVIN ERDMANN EVERBRIDGE INC. GUARDIAN INTL UNION OF OPERATING ENG LE OFFICE PRODUCTS LIVINGSTON COUNTY EMS MISDU OBSERVER & ECCENTRIC PARKSIDE CLEANERS PETER'S TRUE VALUE HARDWARE PURCHASE POWER RLUMBER'S SERVICE PRINBER'S SERVICE PRINBER'S SILVER MARKETING SOLUTIONS	ROSATI, SCHULTZ, JOPPICH	UNITED STATES TREASURY VANTAGEPOINT TRANSFERS WOW! BUSINESS WOW! BUSINESS	AMAZON CAPITAL SERVICES	ARBOR SPRINGS WATER CO., INC. AUBREE'S PIZZERIA & GRILL CARL RICHARDS CARL RICHARDS CITY OF NOVI TREASURER CORNER SOCIAL DANIEL PELCHAT DTE ENERGY GFL ENVIRONMENTAL USA I.T. RICHT MARGARET KURTZWEIL	LB OFFICE PRODUCTS
Vendor	6020 4680 4410 0557 4313 0470 0218 0462 1555 0042 2419	3955	4085 0062 3984 3984 3984	4295	5310 4 4 6688 4 1991 6 1991 6 1985 6 1986 6 1986 6 1986	4026
Check	82029 82030 82031 82033 82033 82034 82035 82036 82037 82039 82040 82040	82043	82044 82045 82046 82047 82048	82049	82050 82051 82053 82053 82054 82055 82055 82056 82059 82060 82060	82062
Check Date	05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021	05/20/2021	05/20/2021 05/20/2021 05/20/2021 05/20/2021 05/20/2021	05/27/2021	05/27/2021 05/27/2021 05/27/2021 05/27/2021 05/27/2021 05/27/2021 05/27/2021 05/27/2021 05/27/2021	05/27/2021

CHECK DATE FROM 05/13/2021 - 06/10/2021 CHECK REGISTER FOR CITY OF SOUTH LYON

e: 3/5	t Status		Open Open Open Open	Open Open	Open	Open		Open	Open Open	Open	Open	Open	Open	Open Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open Open
Page:	Amount	187.93	180.00 200.00 50.00 52,114.00	4.98 19.98 24.96	2,500.00	387.50	180.00	1,137.72	3,000.00	28.50	644.24	193.15	595.00	12.98 492.27	375.00	375.00	375.00	88,80	7,857.50	1,500.00 469 93	3,146,29	375.00	375.00	3/5.00	2,000.00	27.96	291.26	15.00	14.84	678.20	251.25 962.50
FOR CITY OF SOUTH LYOW 05/13/2021 - 06/10/2021	Description		MONTHLY COUNCIL PAY UPDATE DEPARTMENT PHOTO COMPOSITE DIS MDA SUMMER WORKSHOP POLICY PREMIUM FOR 7/1/2021 - 7/1/202 BS&A TAX SUPPORT FEE: AND CITRIX CONNE	WASP SPRAY TANK CAP	RESTAURANT RELIEF PROGRAM REIMBURSEME	FROFESSIONAL SERVICES RENUERED THROUG FIECTION FORMS & SUPPLIES/405 NOMINAT	COUNCIL PAY	MONTHLY MAINTENANCE QUARTERLY BILL PE MONTHLY CONNETT DAY	PAINTING AND WOOD REPLACEMENT, WASHBU	υ E	LADIES NIGHT OUT – MAY RESTAURANT RELIEF PROGRAM REIMBURSEME	CABLE SERVICE	MONTHLY DUES FOR JUNE 2021	MOBILE PHONE SERVICE PERIOD 04/20/202	JUNE	JUNE	OFFICER'S UNIFORM ALLOWANCE JUNE 2021	3-PJS	PLANNING CONSULTANT & ENGINEERING FEE INTERMED NEW AUTHORITY I INDE	INTERNET DEDICATED DINES 215 WHIPPLE ST. SERVICE PERIOD 4/24/2	335 S WARREN SERVICE PERIOD 4/24/2021	OFFICER'S UNIFORM ALLOWANCE JUNE 2021	OFFICERS UNIFORM ALLOWACE JUNE 2021	OFFICERS UNIFORM ALLOWANCE CONE COLL	PRE-PROMOTION PSYCHOLOGICAL EVAULATIO	MICROFIBER COVER, POLY BRUSH	CE ID:	REGISTRATION FEE CONE 9, ZOZI - LISA	TAPE AND BOLTS BUSINESS CARD	MONTHLY DUES FOR JUNE	MONTHLY DUES FOR JUNE 2021 HOUSEHOLD HAZARDOUS WASTE MAY 2021
CHECK REGISTER CHECK DATE FROM	Vendor Name		LISA DILG MARGE CONNELL MICHIGAN DOWNTOWN ASSOCIATION NML WORKERS' COMP FUND OAKLAND COUNTY TREASURERS	PETER'S TRUE VALUE HARDWARE	PINZ BOWLING CENTER	U2	ROSE WALTON	SCHINDLEN HEBVATOR CORF.	TIM BURKE	TURNOUT RENTAL	VENUE SOUTH LYON WITCH'S HAT BREWING COMPANY, LLC	WOW! BUSINESS	A.F.S.C.M.E. COUNCIL 25			AUDRA BAKER	CANED BARBOUR RONALD BARBOUR	KRISPEN S. CARROLL	CIB PLANNING	DIE ENERGY	DTE ENERGY	CHRISTOPHER FAUGHT	SEAN S. HOYDIC	CONFIDENCE SCHNEEMENN JOSEPH CZEPSKI	Š	MARTIN'S DO IT BEST	MISDU	MATA TATA TATA TATA DI CAMBA	TRUE VAL		POLICE OFFICERS LABOR COUNCIL R.R.R.A.S.O.C.
	Vendor		4395 4419 4212 0156 5183	0462	4687 0016	0042	4190	3009	4684	4149	4547 4686	3984	0561	5374	0364	0708	3219	3749	3935	0584	0317	1633	2545	4607	4310	1509	0470	4007	1199	5141	0559 2507
12:35 PM CIA yon	Check		82063 82064 82065 82066	82068	82069	82071	82072	82073	82075	82076	82077 82078	82079	82080	82082	82083	82084 0200E	82086	82087	82088	82090	82091	82092	82093	0200 4 70007	82096	82097	82098	02100	82101	82102	82103 82104
06/10/2021 12:3 User: PATRICIA DB: South Lyon	Check Date		05/27/2021 05/27/2021 05/27/2021 05/27/2021 05/27/2021	05/27/2021	05/27/2021	05/27/2021		05/21/2021	05/27/2021	05/27/2021	05/27/2021	05/27/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/2021	06/03/20ZI	06/03/2021	06/03/2021	06/03/2021 06/03/2021

CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 05/13/2021 - 06/10/2021

: 4/5	Status	Open Open Open Open Open Open Open Open	Open Open Open Open	Open Open Open Open Open Open Open Open	Open Open	Open	Open Open Open
Page;	Amount	375.00 375.00 375.00 375.00 7,500.00 2,050.39 375.00 2,081.06 124.12 96.97 3,427.20 3,427.20 162.46 12.12	45.00 19.95 107.99 49.82 222.76	25.50 45.00 362.34 1,020.24 2,495.80 664.86 1,345.04 23,321.31 23,321.31 100.00 123.00 85.00	463.61 100.98 564.59	177.81	18.99 54.98 9.99
STER FOR CITY OF SOUTH LYON FROM 05/13/2021 - 06/10/2021	Description	OFFICERS UNIFORM ALLOWANCE JUNE 2021 3 VETERANS MEMORIAL MONUMENTS MAY 2021 FARMERS MARKET WAGE AND WARK OFFICER'S UNIFORM ALLOWANCE JUNE 2021 CONTRACT PAYMENT 05/15/2021-06/15/202 CONTRACT PAYMENT 05/16/2021-6/16/2021 PLAN #301149 ICMA 457 PAYROLL DEDUCTI CELL SERVICE PERIOD 4/22/2021 - 5/21/ OFFICER UNIFORM ALLOWANCE JUNE 2021 WITCH'S HAT DEPOT MUSEUM SERVICE FERI CABLE SERVICE UNIFORM ALLOWANCE JUNE 2021	CPR BOOK SMART BUY 100 PACK DVD DISCS TENT CREAMER AND CABLE	WATER WATER PHONE SERVICE CELLULAR SERVICE MAY 2021 GAS SERVICE ELECTRIC SERVICE, VARIOUS LOCATIONS ELECTRIC SERVICE, VARIOUS LOCATIONS ELECTRIC SERVICE, VARIOUS LOCATIONS ELECTRIC SERVICE, VARIOUS LOCATIONS APP SERVICE MONTHLY IBH BAP PREMIUM FOR JUNE - AUGUST 202 TRANSPORT STOLEN/RECOVERED DIRT BIKE OFFICE SUPPLIES	CLEANSER, BULBS, KITCHEN BAGS, TOWELS BOLT CUTTER AND SLEDGE	JULY BILLING WW & DPW PHONE SYSTEM	NEW RESCUE PLUG FUEL FOR CHAINSAWS VELCO STRAPS
CHECK REGISTER CHECK DATE FROM	Vendor Name	TIMOTHY RAAP CHRISTOPHER SEDERLUND CHRISTOPHER SOVIK TONY SROUFE TONY STOUFE TRAVIS STEVENS SUPERB FABRICATING LLC TIMOTHY DAVIDS JOHN TOWANEK TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES VORHIBA FINANCIAL SERVICES VERIZON WIRELESS TIMOTHY WALTON WOW! BUSINESS JAKE JACOBS	AMAZON CAPITAL SERVICES	ARBOR SPRINGS WATER CO., INC. AREA AT&I BADGER METER INC. CONSUMERS ENERGY DTE ENERGY DTE ENERGY DTE ENERGY DTE ENERGY BTE STATION CHECKLIST INTEGRATED BEHAVIORAL HEALTH JOE'S TOWING & RECOVERY LB OFFICE PRODUCTS	MARTIN'S DO IT BEST	NEC FINANCIAL SERVICES, LLC	PETER'S TRUE VALUE HARDWARE
	Vendor	1634 0236 2405 0831 9831 4156 0768 3675 3675 3675 4247 4247 4247 4319	4295	5310 5310 4068 0300 3165 0584 0584 0584 4274 4666	1509	4317	0462
12:35 PM SIA Yon	Check	82105 82106 82107 82108 82109 82110 82111 82112 82113 82115 82115 82115 82116 82117 82117	82122	82123 82124 82125 82126 82127 82129 82139 82133 82133 82133	82136	82137	82138
06/10/2021 12:35 User: PATRICIA DB: South Lyon	Check Date	06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021 06/03/2021	06/10/2021	06/10/2021 06/10/2021 06/10/2021 06/10/2021 06/10/2021 06/10/2021 06/10/2021 06/10/2021 06/10/2021 06/10/2021	06/10/2021	06/10/2021	06/10/2021

5/5	Status		Open	Open	Open	Open	Open	Open	Open	Open			
Page:	Amount	83.96	682.62	76.47	59,175.90	50.61	346.00	119.82	2,238.55	32.97		478,270.89	478,270.89
CHECK REGISTER FOR CITY OF SOUTH 1MON CHECK DATE FROM 05/13/2021 - 06/10/2021	Description		MAIL EQUIPMENT EMS FORMS OCMCA	FUEL FOR CHIEF'S CAR + RESCUE 1 FOR T	BLDG PERMIT & SERVICES	PAINT FOR DDA TRASH CONTAINERS	ELECTRONIC FINGERPRINT SUBMISSIONS AF	REIMBURSEMENT FOR 1 FLAT OF GERANIUMS	PHONE SERVICE PERIOD 4/29/21 - 5/28/2	CABLE SERVICE			
CHECK REGISTER CHECK DATE FROM	Vendor Name		PITNEY BOWES* OUICK SILVER MARKETING SOLUTIONS	ROBERT VOGEL	SAFEBUILT, LLC LOCKBOX # 88135	SHERWIN-WILLIAMS	STATE OF MICHIGAN**	BOB TREMITIERE	WINDSTREAM	WOW! BUSINESS			
	Vendor		3946 2419	4218	5893	4689	3100	3600	5731	3984			ants:
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06/10/2021 12:35 User: PATRICIA DB: South Lyon	Check Date		06/10/2021	06/10/2021	06/10/2021	06/10/2021	06/10/2021	06/10/2021	06/10/2021	06/10/2021	01 TOTALS:	Total of 158 Checks: Less 0 Void Checks:	Total of 158 Disbursements:

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON	EXP CHECK RUN DATES 06/14/2021 - 06/14/2021	JOURNALIZED
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ဌ Amount 253.76 510.00 4,672.67 1,954.42 3,790.16 8.99 78.99 4,672.67 270.00 6,014.58 1,335.96 166,16 169.00 1,108.00 73.50 29.99 37.00 127.92 278.82 304.95 55.16 28.89 37.48 3,791.77 576.48 PROPERTY LOCKERS, EVIDENCE SHORT STOR PROFESSIONAL SERVICES FOR PERIOD ENDI PROFESSIONAL SERVICES FOR PERIOD ENDI MOWER AND BACKPACK BLOWER FOLDING WALL MOUNTED TABLE, MELSA HOO LAPTOP, REMOTE LOG-IN, ADMIN ASSISTAN ANNUAL INSPECTION OF 10LB ABC DRY CHE SHRED OLD REPORTS/MEDIA SOURCES (71 ZIPPER TOOL BAG CANVAS ZIPPER BAGS FLEET OIL CHANGE OR MAINTENANCE UNSAFE TO FIRE TAGS (50 PAK) IAR COMPUTER AND SPEAKERS Invoice Description TRAVEL ROOFTOP RACK BAG PRISM ORANGE KIT BASIC DIESEL EXHAUST FLUID EMBROIDERY - VOGEL LOCKER LOCKS X 13 SAND & TOP SOIL WIRELESS HEADSET HYDRAULIC FLUID RESCUE 1 IPAD OFFICE CHAIRS CHECKS TO BE APPROVED 06/14/2021 AED PADS Potal For Dept 276.000 CEMETERY Fotal For Dept 300.000 POLICE HUBBELL, ROTH & CLARK, I STONE DEPOT LANDSCAPE SU GALLAGHER FIRE EQUIPT.CO KENSINGTON VALLEY VARSIT AMAZON CAPITAL SERVICES BOUND TREE MEDICAL, LLC HUBBELL, ROTH & CLARK, DEERE & COMPANY AMAZON CAPITAL SERVICES BOUND TREE MEDICAL, LLC AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES Total For Dept 000.000 AXON ENTERPRISE, INC. ADVANCE AUTO PARTS ADVANCE AUTO PARTS BROWNELLS, INC. VICTORY LANE I.T. RIGHT SHREDCORP Vendor ULINE UNIFORMS & CLEANING ALLOWANCE Invoice Line Desc PROFESSIONAL SERVICE EQUIPMENT BUILDING MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE OPERATING EXPENSE ENGINEERING FEES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES AMMUNITION EQUIPMENT COMPUTER COMPUTER COMPUTER COMPUTER Fund 101 GENERAL FUND Dept 276.000 CEMETERY Dept 000.000 101-000.000-035.000 101-276.000-740.000 101-276.000-801.000 101-276.000-977.000 101-300.000-740.000 101-300.000-740.000 101-300.000-740.000 101-300,000-740,000 101-300.000-740.000 101-300,000-820,000 101-300.000-931.000 Dept 300.000 Police 101-300.000-727.000 101-300.000-745.000 101-300,000-820,000 101-300.000-863.000 101-300.000-977.000 101-335.000-721.000 101-335.000-727.000 101-335.000-727.000 101-335.000-820.000 101-335,000-740,000 101-335.000~820.000 101-335.000-863.000 101-335.000-863.000 Dept 335.000 FIRE GI Number

553.02 22.96

ENGINE 1 LIGHT, 2 BATTERIES

AMAZON CAPITAL SERVICES

ADVANCE AUTO PARTS

VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE REPAIR MAINTENANCE REPAIR MAINTENANCE REPAIR MAINTENANCE

101-335,000-863,000 101-335,000-863,000 101-335,000-863.000 101-335.000-930.000 101-335.000-863.000 .01-335.000-930.000 101-335.000-930.000 101-335.000-931.000

E-1 TIRES

SWITCHES

AMAZON CAPITAL SERVICES CUMMINS SALES & SERVICE

MID AMERICAN AEL, LLC

GREEN OAK TIRE, INC.

AMAZON CAPITAL SERVICES

/ETERAN FLOORING LLC

BUILDING MAINTENANCE

WHEELS FOR HOSE RACK RADIO ROOM FLOORING

GENERATOR REPAIR GEAR RACK WHEELS

TIRE WET AEROSOL 14.5 OZ

4,078.00 381,44

20.67

1,249.52 980.58

89.99

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 06/14/2021 - 06/14/2021 JOURNALIZED

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GL Number	Involce Line Desc	CHECKS TO BE APPROVED Vendor	06/14/2021 Invoice Description	Amount	Сh
Fund 101 GENERAL FUND Dept 335.000 FIRE 101-335.000-977.000 101-335.000-978.000	EQUIPMENT CAPITAL EQUIPMENT	VINCE'S PORTABLE WELDING CSI EWERGENCY APPARATUS,	DOOR AND 2 WINDOWS - DEPOSIT RESCUE REFURB FINAL PAYMENT	2,500.00 52,393.79	
		Total For Dept 335,000 FI	FIRE	64,473.17	
Dept 440.000 DEPT. OF PUI 101-440.000-740.000	PUBLIC WORKS OPERATING EXPENSE	ADVANCE AUTO PARTS	TRAILER LIGHT	52.24	
101-440.000-740.000		ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	112.95	
101-440.000-740.000			BLADE HUB MACHINED TOP GREASE FOR MOW	55.39	
101-440.000~740.000 101-440.000-740.000	OPERATING EXPENSE	COUGAR SALES & RENTAL, I	NARROW V BELT	49.99	
101-440.000-740.000		ਤ ੫ੜ	GLOVES, FIRST AID & SAFETY SUPPLIES	66.67 FF 676	
101-440.000-740.000	OPERATING EXPENSE	NI.		65,98	
101-440,000-801,000	PROFESSIONAL SERVICE		SERVICES F	1,236.43	
101-440.000-860.000	GAS & OIL	CORRIGAN OIL CO.	& DIESEL 4/15/21 -	534.29	
101-440.000-860.000 101-440 000-863 000	GAS & OLL VEHICLE MAINTENANCE	CORRIGAN OIL CO.	GAS & DIESEL 5/13/21 - 6/3/21 WACHOD DEBATE	303.94	
101-440.000-935.000	NPDES PHASE 2 STORMWATER		VACION NEFALN PROPESSIONAL SERVICES FOR PERIOD ENDI	56.25	
101-440.000-974.000	MPROVEME	\vdash	& REMOVA	2,550.00	
		Total For Dept 440.000 DEPT.	PT. OF PUBLIC WORKS	7,348.06	
AND	RECREATION			•	
101-690,000-801,000	PROFESSIONAL SERVICE	JOHN'S SANITATION	٠, ٠	435.00	
101-690.000-930.000	REPAIR MAINTENANCE	SIONE DEFOI DANDSCAFE SU SUPPLYDEN	SAND & TOP SOLL GRAFFITI OFF PAINT REMOVER	190.80	
		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			,
Dept 732-000 HISTORICAL	TAPOT.	rocal for Dept 690.000 FA	PAKKS AND KECKEATION	739.14	
732.000-974.000	LAND IMPROVEMENTS	STONE DEPOT LANDSCAPE SU	BROWN MULCH	50.00	
		Total For Dept 732.000 HISTORICAL DEPOT	STORICAL DEPOT	50.00	
		Total For Fund 101 GENERAL FUND	L FUND	87,089,39	
Fund 202 MAJOR STREETS Dept 451,000 STREET CONST 202-451,000-802,000	CONSTRUCTION CONTRACTUAL SVCS	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	1,601,44	
		Total For Dept 451.000 STR	STREET CONSTRUCTION	1,601.44	
Dept 463.000 SIREET-ROUTINE MAINT 202-463.000-740.000 OPERAT 202-463.000-740.000	.NE MAINT. OPERATING EXPENSE		II.	143.12	
202-463.000-740.000		HAYES SAND & GRAVEL CO.	CLASS 2 SAND CLASS 2 SAND & 21AA LIMESTONE	126.61 254.12	

GL Number	Invoice Line Desc	CHECKS TO BE APPROVED Vendor	o 06/14/2021 Travolce Description	F	;
			- 1	Amount	5
Fund 202 MAJOR STREETS Dept 463.000 STREET-ROUTINE MAINT 202-463.000-930.000 REPAIR	INE MAINT. REPAIR MAINTENANCE	ROAD COMMISSION FOR OAKL	L COLD PATCH FOR ROAD REPAIR	399,46	
		Total For Dept 463,000	STREET-ROUTINE MAINT.	923.31	
Dept 4/4.000 TRAFFIC SER 202-474.000-924.000	SEKVICES TRAFFIC LIGHTS	ROAD COMMISSION FOR OAKL	L TRAFFIC SIGNAL MAINT. MARCH/APRIL 202	219.16	
		Total For Dept 474.000 3	474.000 TRAFFIC SERVICES	219.16	
		Total For Fund 202 MAJOR STREETS	R STREETS	2,743.91	
Fund 203 LOCAL STREETS Dept 451.000 STREET CONSTRUCTION 203-451.000-801.000	TRUCTION PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	380.24	
		Total For Dept 451,000 S	STREET CONSTRUCTION	380.24	
Dept 463.000 STREET-ROUTINE MAINT.	INE MAINT. Obebantna pydense	Control Contro		# J	
203-463.000-740.000		ASHLEY LAND DEVELOPMENT ASHLEY LAND DEVELOPMENT	21 AA LIMESTONE Class 2 samb	143.12	
203-463,000-740,000 203-463,000-930,000	OPERATING EXPENSE REDATE MAINTENANCE	HAYES SAND & GRAVEL CO.	CLASS 2 SAND & 21AA	126.62 254.13	
	NEFETY WAINIENANCE	KUAD COMMISSION FOR OAKE	. COLD PATCH FOR ROAD REPAIR	215.09	
Dent 474 000 TRABET SER	247.1/244	Total For Dept 463,000 S	463.000 STREET-ROUTINE MAINT.	738.96	
	OPERATING EXPENSE	CARRIER & GABLE, INC.	CROSSWALK SIGN FOR ROAD	303.95	
		Total For Dept 474.000 T	474.000 TRAFFIC SERVICES	303.95	
		Total For Fund 203 LOCAL	STREDTS	2, 600	
Fund 280 DOWNTOWN DEVELORMENT AUTHORITY Dept 000,000	MENT AUTHORITY			1,423.13	
280-000.000-740.000 280-000.000-740.200	OPERATING EXPENSE SEASONAL IMPROVEMENTS	SHERWIN-WILLIAMS JOHN'S SANITATION	PAINT FOR DDA TRASH CONTAINERS PORTA JOHNS AT FARMER'S MARKET	101.22	
		Total For Dept 000.000	1	199.22	
Fund 592 WATER & SEWER		Total For Fund 280 DOWNTC	DOWNTOWN DEVELOPMENT AUTHORITY	199.22	
Dept 540.000 WATER / REPAIR 592-540.000-930.000 592-540.000-930.000	IR REPAIR MAINTENANCE REPAIR MAINTENANCE	ASHLEY LAND DEVELOPMENT ASHLEY LAND DEVELOPMENT	21 AA LIMESTONE CIASS 2 SAND	143.11	
592-540.000-930.000 592~540.000-930.000	REPAIR MAINTENANCE REPAIR MAINTENANCE	MAIN INC.	1 월 5	126.61 997.55	
592~540.000-930.000	REPAIR MAINTENANCE	HAYES SAND & GRAVEL CO.	CLASS 2 SAND & 21AA LIMESTONE	3,153.00 254.12	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 06/14/2021 - 06/14/2021 JOURNALIZED

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		CHECKS TO BE APPROVED	06/14/2021		
GI Number	Invoice Line Desc	Vendor	Invoice Description	Amount (Сh
Fund 592 WATER & SEWER Dept 540.000 WATER / REPAIR	ılr.				
		Total For Dept 540.000 WATER	TER / REPAIR	4,674.39	
Dept 550.000 SEWER / REPAIR 592-550.000-740.000	AIR OPERATING EXPENSE	ASHLEY LAND DEVELOPMENT	21 AA LIMESTONE	143.12	
592-550.000-740.000		ASHLEY LAND DEVELOPMENT	2 SAND	126.61	
592-550.000-740.000	OPERATING EXPENSE	HAYES SAND & GRAVEL CO.	CLASS 2 SAND & 21AA LIMESTONE	254.12	
		Total For Dept 550.000 SE	SEWER / REPAIR	523.85	
Dept 556,000 WATER	OPERATING EXPENSE	TOT GOVES CHEMICALS INC.	CHIORINE	1.149.70	
592-556.000-740.000		PARAGON LABORATORIES, IN	WATER ANALYSIS	75,00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER ANALYSIS	75.00	
592-556.000-740.000		EMICAL		1,732.10	
592-556,000-740,000		QUALITY FIRST AID & SAFE	GLOVES, FIRST AID & SAFETY SUPPLIES	170.66	
592-556.000-740.000		USA BLUE BOOK		393.70	
592-556.000-740.000	OPERATING EXPENSE	BOOK		75.34	
592-556.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH & CLARK, I	PROFESSIONAL SERVICES FOR PERIOD ENDI	10,513.08	
592-556.000-801.211		QUALITY LOGO PRODUCTS	HEAD PROTECTION MAY	524.04	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL CO.	& DIESEL 4/15/21	5,700.15	
592-556,000-860,000	GAS & OLL	COKKLGAN DIL CO.	GAS & DIESEL 5/13/21 - 6/3/21	4,404.79	
592-556.000-931.000	BOILDING MAINTENANCE	DOUGHELEN, INC.		3,254.19	
592-556.000-931.000	CAPITAL IMPROVEMENTS		ANNOAL WELL & FUMP FEMFORMANCE IESTIN 3/4" METER BODIES	5,395,00 6,190,01	
		Total For Dept 556.000 WATER	TER	37,652.76	
Dept 557.000 WASTEWATER 592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	37.65	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, L.L.	WW ANALYSIS	82.50	
592-557.000-740.000	OPERATING EXPENSE	COMPLETE BATTERY SOURCE	BATTERIES FOR WWTP	829,56	
592-557.000-740.000	OPERATING EXPENSE	ENVIRONMENTAL RESOURCE A	WASTEWATER TESTING SAMPLES	1,077.75	
592-557.000-740.000		GRAINGER	DC POWER.SUPPLY/CAM & GROOVE ADAPTER/	233.12	
592-557.000-740.000		ŝ	BATTERY FOR LAWNMOWER	131,54	
592-557.000~740.000		QUALITY FIRST AID & SAFE	GLOVES, FIRST AID & SAFETY SUPPLIES	170.65	
592-557.000-740.000		SHARE CORPORATION	LUBRI-GEL FOR RDT	223.24	
592-557.000-740.000		STATE INDUSTRIAL PRODUCT	POWDER DAM	422.60	
592-557,000-740,000	OPERATING EXPENSE	BOOK	LAB SUPPLIES	924.99	
592-557.000-801.000	PROFESSIONAL SERVICE	당	PROFESSIONAL SERVICES FOR PERIOD ENDI	3,567.88	
592-557.000-802.000		CUMMINS SALES & SERVICE		2,705.29	
592-557.000-802.000	CONTRACTUAL SVCS	KROPF MECHANICAL SERVICE	HVAC QUARTERLY INSPECTION	1,225.00	
J.	BUILDING MAINTENANCE	BIOTECH AGRONOMICS INC	SLUDGE HAULING	34,021.00	
592-557.000-931.000	BUILDING MAINTENANCE	BRIGHTON CLEANING SUPPLI	FLOOR MACHINE RENTAL	135.85	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	ដូ
Fund 592 WATER & SEWER Dept 557.000 WASTEWATER 592-557.000-931.000	BUILDING MAINTENANCE	CARLSON-DIMOND & WRIGHT,	BELTS FOR WWTP BLOWERS	166,12	
592-557.000-931.000 592-557.000-931.000	BUILDING MAINTENANCE BUILDING MAINTENANCE	DETROIT PUMP & MANUFACTU GRAINGER	INJECTION VALVE FOR WWTP POLYMASTERS PARTS FOR WW REPAIR	353.13 1,175.12	
592-557.000-931.000	BUILDING MAINTENANCE	KROPF MECHANICAL SERVICE KENNEDY INDICATES INC	HVAC REPAIRS ON THE REZNOR UNIT IN TE	3,204.00	
592-557.000-982.000	MISCALLMANEOUS EAFENSE CAPITAL IMPROVEMENTS	RENDER METER INC.	CARLEN, FACKING SEL 3/4" METER BODIES	6,190.00	
592-557,000-970,000	CAPITAL IMPROVEMENTS	HECO, INC.	VFD REPAIRS	4,044.00	
592-557.000-970.000	CAPITAL IMPROVEMENTS	MATTOON & LEE EQUIPMENT	QDOS 60 MANUAL TRIAL PUMP	2,500.00	
592-557.000-970.000	CAPITAL IMPROVEMENTS	PLATINUM MECHANICAL, INC	BOERGER PUMP FOR SOUTH LYON WWTP	10,155.90	
		Total For Dept 557,000 WASTEWATER	STEWATER	74,200.57	
		Total For Fund 592 WATER & SEWER	& SEWER	117,051.57	

ည 87,089.39 2,743.91 1,423.15 199.22 117,051.57 Amount 208,507.24 Fund 101 GENERAL FUND Fund 202 MAJOR STREETS Fund 203 LOCAL STREETS Fund 280 DOWNTOWN DEVE Fund 592 WATER & SEWER Total For All Funds: Invoice Description Fund Totals: CHECKS TO BE APPROVED 06/14/2021 Vendor Invoice Line Desc GL Number

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User: PATRICIA DB: South Lyon The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

May 2021 Payroll Reports

Department	-	Total Pay
Administration	\$	36,102.97
Cemetery	\$	4,569.25
Police	\$	112,238.92
Fire	\$	32,158.33
D.P.W.	\$	47,385.90
Water & Wastewater	\$	43,299.97
Total Wages	\$	275 ,755.34

^{*}Please note 2 pay periods in the month of May 2021

AGENDA NOTE

Unfinished Business: Item #1

MEETING DATE: June 14, 2021

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Charter Amendments

EXPLANATION OF TOPIC: The City of South Lyon has previously discussed the potential to make charter amendments to address issues pertaining to quorum requirement, notices of special meetings, nominations and potential conflicts of interest between state law and charter. Additionally, filling a vacancy on Council. Last November we placed on the ballot an item relating to our quorum requirement.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Correspondence from our City attorney outlining the potential charter amendments that could possibly be placed on the ballot this coming November.

POSSIBLE COURSES OF ACTION: Set direction as to what you would like to address in any ballot question and/or address the process for moving forward. Discussion needs to be had regarding which charter amendments we would like to have for the November 2021 Amendments.

SUGGESTED MOTION:	Motion by	, supported by
	to	•

RESOLUTION __-___ CITY OF SOUTH LYON OAKLAND COUNTY, MI

RESOLUTION APPROVING PROPOSED CHARTER AMENDMENT BALLOT PROPOSITIONS

At a regular City Council Meeting of the City of South Lyon held via Zoom, in accordance with the

Open Meetings Act, Public Act 267 of 1976, as amended, on the	day of	, 2021 at 7:30 p.m.
PRESENT:		
ABSENT:		
The following preamble and resolution were offered by	-	, and supported by
WHEREAS, pursuant to Public Act No. 279, of the Public A The Home Rule Cities Act, an amendment to the City Charter may the City on three fifths (3/5) vote of the seated members; and		
WHEREAS, the City Council of the City of South Lyon de interest of the City and would promote good and efficient government.		

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City of South Lyon City Council that the following amendment to the City Charter be placed on the ballot for the regular City election to be held on Tuesday, November 2, 2021:

the City Charter; and

CHARTER AMENDMENT PROPOSAL NO. 1

- A. **Purpose of the Amendment**. The purpose of this amendment is to amend Chapter 3, Section 3.3 of the South Lyon City Charter to provide that the City shall constitute one election district, which is a mandatory charter provision (see, MCL 117.3(e)). Additionally, this provision should be amended to clarify that the Election Commission is authorized to split and establish precincts, and the City Council is authorized to fix the location of the polling places. The current language is unclear.
- B. Wording of Proposed Amendment. Section 3.3 of the City Charter to be amended to read as follows: The City shall constitute one election district and the election precincts of the City shall remain as they existed on the effective date of the Charter unless altered by the Election Commission according to Statute. The Council shall establish convenient locations of the polling places in accordance with this Charter and Statutes.
- C. Statement of Current Wording of Section to be Amended. Existing Section 3.3 of the City Charter currently reads as follows: The election precincts of the City shall remain as they existed on the effective date of this Charter unless altered by the Election Commission according to Statute. The Council shall establish convenient election precincts in accordance with this Charter and Statutes.
- D. **Redline of Current Wording**. Existing Section 3.3 of the City Charter showing the proposed amendment in redline, as follows: The City shall constitute one election district and the election precincts of the City shall remain as they existed on the effective date of this Charter unless

altered by the Election Commission according to Statute. The Council shall establish convenient <u>locations of the polling places election precincts</u> in accordance with this Charter and Statutes.

E. Form in Which the Amendment Shall Appear on the Ballot. The proposed amendment shall be submitted to the electors in the following form:

CHARTER AMENDMENT PROPOSAL NO. 1

Shall Section 3.3 of the South Lyon City Charter be amended to state the City shall constitute one election district, as required by law, and to clarify the intent of this section that the Election Commission is authorized to alter election precincts and the City Council is authorized to fix the location of polling places?

Yes [] No []

CHARTER AMENDMENT PROPOSAL NO. 2

- A. Purpose of the Amendment. This purpose of this amendment is to amend Chapter 5, Section 5.6(a) of the South Lyon City Charter to include the process for filling a vacancy in any elective office in the event of a tie vote of the remaining members of the City Council; and to provide that any vacancies which occur one hundred twenty (120) days of less before the next regular City election shall not be filled.
- B. Wording of Proposed Amendment.

Option 1

Section 5.6(a) of the City Charter to be amended to read as follows: If a vacancy occurs in an elective office, it shall be filled within thirty (30) days by a majority of the remaining members of the Council. In the event of a tie-vote of the remaining members of the Council and the Council is thereby unable to fill the vacancy, Council shall appoint a day for the appearance of all candidates for the office before the Council for the purpose of determining by lot among the candidates, the candidate appointed to the office. Such appointee shall hold office until the next regular City election taking place more than sixty (60) days after such vacancy occurs, at which election a successor shall be elected for the unexpired term of the member in whose office the vacancy occurs. Provided, however, that the term of no members of the Council shall be lengthened by his resignation and subsequent appointment.

Notwithstanding the foregoing, any vacancies which occur one hundred twenty (120) days or less before the next regular City election shall not be filled.

-or-

Option 2

Section 5.6(a) of the City Charter to be amended to read as follows: If a vacancy occurs in an elective office, it shall be filled within thirty (30) days by a majority of the remaining members of the Council. In the event of a tie-vote of the

remaining members of the Council and the Council is thereby unable to fill the vacancy within thirty (30) days after such vacancy occurs, such vacancy shall be filled for the unexpired term at a special election in accordance with Chapter 3 of this Charter. In connection with any special election to fill a vacancy in any elective office, no primary election shall be held; candidates shall be nominated by petitions in a manner identical to that provided in Sections 3.8 and 3.9 of this Charter; the names of all qualified candidates who file sufficient valid nomination petitions thirty (30) days before each special election shall be certified to the Election Commission and placed on the ballot; and all other provisions of this charter, not inconsistent with this Section shall govern.

Notwithstanding the foregoing, any vacancies which occur one hundred twenty (120) days or less before the next regular City election shall not be filled.

C. Statement of Current Wording of Section to be Amended. Existing Section 5.6(a) of the City Charter currently reads as follows: If a vacancy occurs in an elective office, it shall be filled within thirty (30) days by a majority of the remaining members of the Council. Such appointee shall hold office until the next regular City election taking place more than sixty (60) days after such vacancy occurs, at which election a successor shall be elected for the unexpired term of the member in whose office the vacancy occurs. Provided, however, that the term of no members of the Council shall be lengthened by his resignation and subsequent appointment.

D. Redline of Current Wording.

Option 1

Existing Section 5.6(a) of the City Charter showing the proposed amendment in redline, as follows: If a vacancy occurs in an elective office, it shall be filled within thirty (30) days by a majority of the remaining members of the Council. In the event of a tie-vote of the remaining members of the Council and the Council is thereby unable to fill the vacancy, Council shall appoint a day for the appearance of all candidates for the office before the Council for the purpose of determining by lot among the candidates, the candidate appointed to the office. Such appointee shall hold office until the next regular City election taking place more than sixty (60) days after such vacancy occurs, at which election a successor shall be elected for the unexpired term of the member in whose office the vacancy occurs. Provided, however, that the term of no members of the Council shall be lengthened by his resignation and subsequent appointment.

Notwithstanding the foregoing, any vacancies which occur one hundred twenty (120) days or less before the next regular City election shall not be filled.

-or-

Option 2

Existing Section 5.6(a) of the City Charter showing the proposed amendment in redline, as follows: If a vacancy occurs in an elective office, it shall be filled within thirty (30) days by a majority of the remaining members of the Council. In the event of a tie-vote of the remaining members of the Council and the Council is

thereby unable to fill the vacancy within thirty (30) days after such vacancy occurs, such vacancy shall be filled for the unexpired term at a special election in accordance with Chapter 3 of this Charter. In connection with any special election to fill a vacancy in any elective office, no primary election shall be held; candidates shall be nominated by petitions in a manner identical to that provided in Sections 3.8 and 3.9 of this Charter; the names of all qualified candidates who file sufficient valid nomination petitions thirty (30) days before each special election shall be certified to the Election Commission and placed on the ballot; and all other provisions of this charter, not inconsistent with this Section shall govern. Such appointee shall hold office until the next regular City election taking place more than sixty (60) days after such vacancy occurs, at which election a successor shall be elected for the unexpired term of the member in whose office the vacancy occurs. Provided, however, that the term of no members of the Council shall be lengthened by his resignation and subsequent appointment

E. Form in Which the Amendment Shall Appear on the Ballot. The proposed amendment shall be submitted to the electors in the following form:
 Option 1

CHARTER AMENDMENT PROPOSAL NO. 2

Shall Section 5.6(a) of the South Lyon City Charter be amended to include a requirement to draw lots among the qualified candidates, and the process therefor, to fill a vacancy in an elective office in the event Council is unable to fill the vacancy due to an equal number of votes cast by the remaining members of Council; and to include a provision which precludes appointment to a vacancy in an elective office which occurs one hundred twenty (120) days or less before the next regular City election?

Yes [] No []

-or-

Option 2

CHARTER AMENDMENT PROPOSAL NO. 2

Shall Section 5.6(a) of the South Lyon City Charter be amended to include a requirement for a special election, and the process therefor, to fill a vacancy in an elective office in the event Council is unable to fill the vacancy due to an equal number of votes cast by the remaining members of Council?

Yes [] No []

CHARTER AMENDMENT PROPOSAL NO. 3

- A. Purpose of the Amendment. This purpose of this amendment is to amend Chapter 4, Section 4.6(c) of the South Lyon City Charter to provide that City Council members shall vote on all matters, except: (1) on any question in which he or she is financially interested; or (2) on any question concerning his or her own official conduct; or (3) on any question concerning a conflict of interest as defined by City ordinances or State law.
- B. Wording of Proposed Amendment. Section 4.6(c) of the City Charter to be amended to read as follows: No Councilperson shall vote on any question in which he is financially interested, or on any question concerning his own official conduct, or on any other question which presents a conflict of interest as defined by City ordinance or State law; but on all other questions every Councilperson present shall vote.
- C. Statement of Current Wording of Section to be Amended. Existing Section 4.6(c) of the City Charter currently reads as follows: No councilman shall vote on any question in which he is financially interested or on any question concerning his own official conduct; but on all other questions every Councilman present shall vote unless excused by unanimous consent of the remaining members present.
- D. Redline of Current Wording. Existing Section 4.6(c) of the City Charter showing the proposed amendment in redline, as follows: No councilmanperson shall vote on any question in which he is financially interested, or on any question concerning his own official conduct, or on any other question which presents a conflict of interest as defined by City ordinance and State law; but on all other questions every Councilpersonman present shall vote unless excused by unanimous consent of the remaining members present
- E. Form in Which the Amendment Shall Appear on the Ballot. The proposed amendment shall be submitted to the electors in the following form:

CHARTER AMENDMENT PROPOSAL NO. 3

Shall Section 4.6(c) of the South Lyon City Charter be amended to add that Councilpersons shall abstain from voting on questions which presents a conflict of interest as defined by City ordinance and State law; and to remove the requirement of unanimous consent to abstain from voting?

Yes [] No []

CHARTER AMENDMENT PROPOSAL NO. 4

A. Purpose of the Amendment. This purpose of this amendment is to amend Chapter 13 – Definitions and General Provisions, Section 13.1 to add a new paragraph (m) to state that in the event of a conflict between state law and the Charter, state law controls.

- B. Wording of Proposed Amendment. Section 13.1 of the City Charter to be amended to add paragraph (m) to read as follows: In the event of a conflict between state law and the Charter, state law controls.
- C. Form in Which the Amendment Shall Appear on the Ballot. The proposed amendment shall be submitted to the electors in the following form:

CHARTER AMENDMENT PROPOSAL NO. 4

Shall Section 13.1 of the South Lyon City Charter be amended to include a paragraph (m), consistent with state law, which states in the event of a conflict between state law and the Charter, state law controls?

Yes [] No []

BE IT FUTHER RESOLVED that the proposed City Charter amendments shall be submitted to the qualified electors of this City at the regular City election to be held in the City of South Lyon on Tuesday, November 2, 2021, and the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit such Charter amendment to the vote of the electors as required by law.

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

AYES:	
NAYS:	
RESOLUTION DECLARED ADOPTED.	
South Lyon City Council, of the City of South Lyon, C	ue and complete copy of a resolution adopted by the County of Oakland, Michigan at a regular meeting held
on the day of,2021.	
	Clerk

AGENDA NOTE Unfinished Business # 2

MEETING DATE: June 14, 2021

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Road Improvement Plan Discussion – Next Steps

EXPLANATION OF TOPIC: Based upon the City of South Lyon receiving a road conditions assessment performed (PASER Rating). I have prepared additional information pertaining to Road Funding options.

Tonight we will have our fourth discussion after receiving the Paser Rating. The discussion includes, frequently asked questions (FAQ) addressing the long term repair of our roads, including discussing revenues, expenditures, funding alternatives, and additional information on how to move forward with determining a long-term solution to repair our roads.

If we are going to place a ballot proposal on the November ballot, we need to decide by the second meeting in July what that language should contain.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo on the Road Improvement Plan – Next Steps, and example road millage ballot language.

POSSIBLE COURSES OF ACTION: Discussion the funding options pertaining to a City Road Improvement Plan. Specifically discussing whether to place a road millage on the November ballot.

SUGGESTED MOTION: None

City of South Lyon Road Improvement Plan Presentation Next Steps

Next Steps: We now are reviewing in greater detail the financial information to help everyone make an informed decision on whether a ballot proposal is the right choice to put before the voters for a road improvement program. Additionally, we also need to determine what level of funding is necessary to take on the \$41 million dollars of road improvements that are needed in the City of South Lyon.

Each mill increase generates approximately \$415,000 in additional revenue.

<u>1 Mill</u>	<u> 2 Mills</u>	<u>3 Mills</u>	<u> 4 Mills</u>
\$415,000	\$830,000	\$1,245,000	\$1,660,000

The beginning Fund Balance in the road funds are, Local Street \$600,000 and Major street \$2,700,000. On a yearly basis new Act 51 funds can be transferred from Major Streets to Local Streets, but not vice-versa. These two existing fund balances could allow the City to start a Road Improvement Program and work on the design and planning of projects prior to receiving the first years road millage revenue. However, this existing fund balance is not enough to rely on for a complete Road Improvement program. The only way a Road Improvement Program can work, would be to have numerous funding sources of revenue. The Local and Major Street Fund could be used on a yearly basis to supplement the Road Improvement Program. Approximately \$400,000 could be used in the Road Improvement Program each year (in total from these two funds). Additionally, the 1 mill increase in General Fund that was approved this year would also be added to fund the road program. Each 1 mill increase represents \$125 in additional taxes for a home valued at \$250,000.

1 Mill General Fund Increase	\$415,000
Local / Major Street Fund	\$400,000
Road Millage (1-4 mills)	\$415,000 - \$1,660,000
Total Funds raised	\$1,230,000 - \$2,475,000

The last year the waster water millage will be levied is in the 2025-2026 Budget Year. If a ballot proposal is passed in November, it would be levied for the first time in July of 2022. That would mean that there would be only four years where both the waster water millage and Road Millage will be levied at the same time. However, because the wastewater millage has an existing fund balance of one years payment, the levy could be completed in three years (one year earlier)

FAQ:

What does the City's current road funding go towards?

Current road funding is used to pay for wages and benefits associated with costs of routine maintenance, patching, sweeping, snow plowing, salt application, storm sewer repairs, traffic services, signals, equipment etc. The current funding we receive is inadequate to fully fund any type of road improvement program.

How much money would a millage increase generate?

Each Mill increase would generate approximately \$415,000 in road funding in the first year. In future years funding will be dependent on future property values and be subject to the Headlee Rollback calculations.

How long would a millage for road improvements be levied?

A proposed millage could be levied for a 10-year period.

How will money raised by a millage increase be used?

The funds will be deposited in an interest bearing Municipal Street Fund that can ONLY be used as described in the ballot proposal and CANNOT be used for city operating expenses or for any other purposes.

Why are we not bonding for road improvements?

Bonding by a City is basically the borrowing of money to pay for a public improvement. Bonding for any road improvement will increase the overall cost of a project. Just as in a mortgage, there are costs for setting up the bond and principal and interest costs to pay back a bond. We would need approximately \$1.15 million dollars to pay off each \$1 million dollars of bond debt.

How will the millage increase be levied?

If a road millage increase is approved, it will be included in property tax bills starting in the Summer of 2022.

When would we see a road improvement program begin?

If a millage is approved in November of 2021, the initial planning and design work will begin right after the November 2021 election. And the road construction would begin in the summer of 2022.

How will the road projects be prioritized?

Project priorities are based on PASER rating (which is a condition assessment of all the roads in South Lyon). The road condition, age, and utility improvements will also be considered in setting out a plan for the 23.5 miles of local streets, and 4.5 miles of major streets.

How will the roads be repaired?

Roads identified as poor will be reconstructed by pulverizing the existing pavement followed by grading the pulverized material and placing at least three (3") inches of new asphalt. Roads in fair condition, the repair would include milling of the top surface, base repairs and a 1 ½ to 2" full width asphalt overlay.

Are all roads in the City of South Lyon under the jurisdiction of the City of South Lyon?

Certain roads (Pontiac Trail and 10 Mile Road) are under the jurisdiction of the Road Commission of Oakland County. Those roads are maintained by RCOC.

Will there be any other work done along with a road improvement program?

The City is in the third year of a four year program to inspect all underground infrastructure (sanitary sewer, storm sewer) If there are any improvements that are needed to any utilities in the same area as a road project, they will be completed prior to, or at the same time as the road improvements.

How will the improvements to the sanitary sewer or watermain be paid for?

Sanitary Sewer and Watermain improvements will be paid for by the water and sewer fund. They will not be paid for by proceeds from the road millage.

What happens if the road millage doesn't get approved?

If a road millage doesn't get approved, the roads will only receive minor preventative measures. (i.e. pothole patching, crack sealing, etc) The City would have to save money for several years before taking on a subdivision paving project.

How long will the road improvements last?

Reconstruction of a road lasts 20-25 years, maintenance will increase that life expectancy. Rehabilitation will last 10-12 years and can also be extended with preventative maintenance.

Proposed Project Implementation (subject to change)

Year 1	Subdivision Paving Project
Year 2	Subdivision Paving Project
Year 3	City-wide Repair Projects
Year 4	Subdivision Paving Project
Year 5	Subdivision Paving Project
Year 6	City-wide Repair Projects
Year 7	Subdivision Paving Project
Year 8	Subdivision Paving Project
Year 9	City-wide Repair Projects
Year 10	Subdivision Paving Project

Sample Ballot Language

Shall the City of South Lyon be authorized to levy a new additional millage on taxable property within the City, not to exceed the annual rate of X number of mills (\$X per \$1,000.00 of taxable value) for a period of 10 years (from 2022 through 2031 inclusive) for the purpose of funding the improvement, rehabilitation, repaving, repair and maintenance of public roads and infrastructure in the City? If this new millage is approved and levied in July 2022, the estimated amount of revenue that would be collected in the first year would be approximately \$X.

It is estimated that _____% of the annual millage revenue will be disbursed to the City for road purpose, and, as required by law, ______% will be disbursed to the City's Downtown Development Authority (DDA) collected solely from properties located in the Downtown Development District.

AGENDA NOTE New Business #1

MEETING DATE: June 14, 2021

PERSON PLACING ITEM ON AGENDA: Nate Mack, Director, DDA/Economic Development

AGENDA TOPIC: Small Winemaker License Application – 105 N. Lafayette St. (Twisted Cork Winery)

EXPLANATION OF TOPIC: Staff has received information and a request from Twisted Cork Winery, the lessee of 105 N. Lafayette St., to obtain local approval for their request for an on-premises tasting room permit. The application indicates the Small Winemaker License would be used to operate a winery with a tasting room.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Memorandum from DDA/Economic Development Director.
- 1.2 Resolution for approval of the Small Winemaker License request from the State of Michigan.
- 1.3 City of South Lyon Liquor License Application.
- 1.4 Plan of Operation and References
- 1.5 Michigan Liquor Control Commission Application and Articles of Incorporation
- 1.6 Architectural Drawings
- 1.7 Proposed Menu
- 1.8 Lease Agreement
- 1.9 Departmental Feedback

POSSIBLE COURSES OF ACTION: Approve/deny the resolution for the On-Premises Tasting Room Permit from Twisted Cork Winery located at 105 N. Lafayette Street, South Lyon, MI 48178.

SUGGESTED MOTION: Motion by	, supported by
to approve the resolution for an	On-Premises Tasting Room
Permit authorized by MCL 436.1536 for Twisted Cork Wine	
Lafayette St., South Lyon, MI 48178.	•

06/14/2021

Vine to Wine, LLC Small Winemaker On-Premises Tasting Room Permit Application for 105 N. Lafayette St.

Table of Contents

- A. Memo Containing Background Information from DDA/Economic Development Director
- B. City of South Lyon Liquor License Application
- C. Resolution for Local Governmental Approval for On-Premises Tasting Room Permit
- D. Plan of Operation
- E. Articles of Incorporation
- F. Architectural Renderings
- G. Proposed Menu
- H. Lease Agreement
- I. Twisted Cork Signage/Logo

Memorandum

TO: Honorable Mayor & City Council

FROM: Nate Mack, Economic Development/DDA Director SUBJECT: 105 N. Lafayette St. Small Winemaker License

DATE: June 14, 2021

The purpose of this memo is to provide my analysis of the request for an On-Premises Tasting Room Permit Small Winemaker License for Vine to Wine, LLC located at 105 North Lafayette Street.

Background

- 1. A Small Winemaker License is issued by the Michigan Liquor Control Commission to a person that allows them to manufacture no more than 50,000 gallons of wine per year and sell to licensed wholesalers or to self-distribute to retailers and customers.
- 2. The applicant intends to sell wine it manufactures under its Small Winemaker License in an approved tasting room located where the wine is being produced, under an On-Premises Tasting Room Permit. Due to this fact, the individual must obtain the approval of a local legislative body of the local governmental unit where it will be licensed.
- 3. This type of license does not count toward the City of South Lyon's allotted Class C Quota licenses from the State of Michigan.
- 4. The applicant has complied with the City's liquor license ordinance.
- 5. Police department review as part of the MLCC process to approve.
- 6. The City's desire to attract an improved business mix in the downtown as outlined in the master plan.
- 7. Availability of adequate space for a winery in downtown.
- 8. The initial cost and annual renewal fee of a small winemaker license is \$25.00. Additionally, the applicant is seeking an On-Premises Tasting Room Permit, which has an initial and annual renewal fee of \$100.00.
- 9. The applicant has received approval for City of South Lyon building department for the renovations they are making to the space.
- 10. The investment the applicant is currently making into a property that has been previously unoccupied and unused.
- 11. State of Michigan Barrier Free Requirements. In 2001, the previous building owner received relief from the Michigan Barrier Free Design Board for interior vertical barrier free access to the basement and second floor. This ruling does not have any authority over the federal standards contained in the Americans with Disabilities Act of 1990, however.
- 12. The applicant has over 20 years of experience in the retail industry, which is a major aspect of the proposed business model.
- 13. Currently, there is no winery in the downtown or City of South Lyon.
- 14. Parking considerations. The business in located in the Central Business District, which is parking exempt.

Recommendation

After my review of background information, and after numerous conversations and meetings with the applicant over the course of the last year, it is my recommendation the City Council approve the request from David Barton for an On-Premises Tasting Room Permit for the following reasons:

- 1. The request meets the requirements of the City's liquor license ordinance.
- 2. The information provided by the applicant reveals to me that the proposed business operation will be high quality.
- 3. The applicant has over 20 years of experience in the retail industry.
- 4. The interior design of the space will provide an intimate environment unlike any establishment currently in the City of South Lyon.
- 5. The wine bar provides an important component of an optimal business mix in the downtown.
- 6. The applicant has been prompt and willing to listen to City of South Lyon suggestions.
- 7. This development will provide a boost to the vibrancy of downtown and the overall community, which will greatly improve the downtown by making it more attractive to other potential restaurants and retail establishments.
- 8. The feedback received from the planning, police, and public works departments has been positive.
- 9. The applicant's site has a municipal parking lot in the rear and is within the City's *Parking Exempt Zone* as noted in the City's zoning ordinance.
- 10. The restaurant's hours will extend to later in the evening, which may encourage other establishments to extend their hours beyond 6 or 7pm.
- 11. This On-Premises Tasting Room Permit is essential to the success of this business model. The ability to manufacture and produce wine coupled with wine retail sales is vital to the business model.
- 12. The building where the winery will be located is a significant historical structure in the city and is well-known by its residents.

My recommendation to approve Mr. Barton's request is based on the items noted above, as well as a close examination of the proposed business operations, building design, and the City's and DDA's desire for an improved mix in the downtown. Further, this development will bring more vibrancy to this section of our downtown. Approval of this application will serve to enhance the Downtown South Lyon's offerings and may work to attract other establishments to the city/downtown. Therefore, I believe approving Mr. Barton's request is the best thing to do for the downtown. I hope the City Council will take my opinion into consideration as part of its final decision. Thank you for your time and consideration.

Sincerely,

Nate Mack, Director Economic Development and Downtown Development Authority City of South Lyon

City of South Lyon Liquor License Application

Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets following the same format used in the questionnaire. Failure to provide all required information or attachments could result in delay or denial of liquor license. All Liquor License applications are subject to final approval by the South Lyon City Council.

Name and add David J Ba	lress of applic	ant:	Name and add	ress of business: k Winery	AID
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Questionnaire:	
What is the applicant's management experience in the alcohol liquor business?	
Owner has over 20 years in executive management in the retail industry, and the winery will have r dedicated space for retail sales, opposed to bar. The winery will have a tasting room in which wine offered by the glass or flight.	more will be
What is the applicant's general business management experience? Owner has experience managing large business that cover 10+ states, with hundreds of store fror over 1200 employees.	nts and
What is the applicant's general business reputation? The applicants general business reputation is very good. He has been part of many successful pro- across the country in multiple companies.	ojects
	~
	······································
What is the applicant's moral character?	
The applicants moral character is honest, reliable, truthful, and conducts himself with ethical behav	/iors.

What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?

The applicant is not financing any part of the business, nor has received investments.

The landlord will add some financial support to update the space.

	•
What is the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liqu The applicant has no history of convictions	ors?
	·
Does the applicant use alcoholic beverages to excess?	•
No	
What is the effect that the issuance of a license would have upon the economic development of the s	urrounding area
We believe that it would supplement the growth in the South Lyon area, and enhance the experience that	
already exists in the downtown district.	
What effect would the issuance of a license have on the health, safety and welfare of the ge There would be a positive influence as the owner will be responsible, and only serve the community in a	meral public?
sensible manner.	
	-
Has the applicant received responses from the Health Department, Planning Department, B Department and/or Fire Department with regard to the proposed facility?	uilding
Pending	_
	_
	- -

ocation?	
Producing wine is the basis of the business model.	
What is the uniqueness of the proposed facility when contrasted against other existing or proposed compatibility of the proposed facility to surrounding architecture and land use?	•
There is not a winery in the city of South Lyon. The theme, menu, and experience will be unique to that area.	
We believe that it will enhance the downtown experience for the community.	
Does the facility to which the proposed liquor license is to be issued comply with the application plumbing, electrical and fire prevention codes and zoning statutes ad ordinances applicable (Has applicant received information from these departments?	***
Pending	
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Pending What effect will the facility to which the proposed license is to be issued have upon vehicula pedestrian traffic in the area?	or and
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What effect will the facility to which the proposed license is to be issued have upon vehicula pedestrian traffic in the area?	er and
What effect will the facility to which the proposed license is to be issued have upon vehicula pedestrian traffic in the area? There is plenty of parking downtown, and will generate more pedestrian traffic to the downtown area.	

What is the proximity of	the proposed facility to complimentary uses such as office and commercial	developme
The location is in the middl	e of downtown, so it is in close proximity to many different business of South Lyon	
	proposed facility have upon the surrounding neighborhood and/or business residential areas, church and school districts?	establishr
√e believe it will have a po	stive impact on the community as it will add vibrancy to the downtown area.	
•		
	·	
community?	ual commitments are being made by the applicant to establish perma vorking on bringing a Winery to downtown South Lyon for over a year. We have had	
community? The applicant has been woopportunites in nearby co	vorking on bringing a Winery to downtown South Lyon for over a year. We have had ommunities/cities, but believe/desire to be part of the community in which we live.	
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Community? The applicant has been wopportunites in nearby cowner will the sare available. All utilities are available. What other factors show	vorking on bringing a Winery to downtown South Lyon for over a year. We have had ammunities/cities, but believe/desire to be part of the community in which we live. Iable to serve the facility?	

4/27/2021

Signature of Applicant

Date

		,				***
Checklist:					÷	
Complete the Michigan Liqu	uor Control Comm	ission Application				
Fully complete the City of SX	outh Lyon Liquor I	License Application				
Current credit report						
Attach a non-refundable ap	plication fee of \$5	600 made payable to	the City of S	outh Lyon		
Additional designation of the second		•	,			
Proposed Menu X						. •
Any other information pert	inent to the applic	ant and operation o	f the propose	ed facility		
Liquor License Inves	tigation					•
Applicant's Full Name (as lis	sted on Driver's Lic	cense)	David J Barto	n	<u> </u>	
Address: 24040 Meadowcr	eek Cir E South Ly	on, MI 48178		**************************************		
Home phone:	NA	Celi pho	ne:			
Date of Birth:		Place of Birth:	. , N	ashville, TN	<u></u>	
Driver's License No.		Social Secu	Text			gene de asser.
Have you ever legally chan	ged your Name?_	No If Yes	. List the folio	owing:	er Stran	
Date:	City/State:	- Martin	_Court:	M. L	A	A Bashan and a same and a same a
	autor					

Dates	of your residences for the last 1 Street Address 24040 Meadowcreek Cir E 24721 Bashian Dr	O years: City South Lyon	State Michigan
03/2014 - present 2	24040 Meadowcreek Cir E		
		South Lyon	Michigan
07/2013 - 03/2014	24721 Bashian Dr		
1.		Novi	Michigan
06/2004 - 07/2013	8419 Chason Rd W	Jacksonville	Florida
If multiple applicants/	partners, list partners:		
			· .
LCC Business/Em	ployment References	Applicant:	David Barton
List chronologically all e Use a separate sheet of	nployment References mployment and business ownership paper for additional employment o	os during the past 10 years, star r to further explain reasons for	rting with your current en leaving previous employn
Employer's Name:			

ate Hired: 2/2020	to Present	Reason for	leaving:	NA .	
gaging year and a state of the	akan da Makan da Mak	hander.	*#		Management and the second seco
**************************************		A STATE OF THE STA		· · · · · · · · · · · · · · · · · · ·	-
revious Business/Emp	loyment:	 		,	
mployer's Name:		•	Phone:	412-288-4600	
upervisor (if applicable					
Position & Job descripti	ion: Divisional Sal	es Director	- oversaw operation midwest	ns of 300+ stores in the no	orthern
ate Hired: 11/2015	to _{03/2020}	Reason for	leaving: Opportu	nity to begin own busines	
,					
	ng magangula, daga dadah samanan ara-a-samanan		**************************************		
Previous Business/Emp	loyment:	· · · · · · · · · · · · · · · · · · ·	<u> </u>	,	
mployer's Name:	GameSt	op	Phone:	817-424-2000	MANAGORIS Virologija gazaje gaz
Supervisor (if applicabl	Kulo Lonor	••			
Position & Job descript	cion: Regional Di	Ohio,	Indiana, and Florida	20+ store market consistin	ig of Michiga
Date Hired: 03/2004	to 07/2015	Reason for	leaving:	Opportunity at GNC	
Previous Business/Emp	oloyment:		* pro-		

Employer's Name:			Phone:			
Supervisor (if applic	cable):			·	· · · · · · · · · · · · · · · · · · ·	
Position & Job desc	ription:			•		
Date Hired:	to	Reason for leaving:				
		• • • • • • • • • • • • • • • • • • •			Mil de California de Californi	
Previous Business/	Emolovment:					
Employer's Name:						-
•	•		Green		da andreasa energy de "eye distilli	
Position & Job desc	cription:			·		
Date Hired:	to	Reason for leaving:				
Previous Business/	/Employment:			-		·
Employer's Name:			Phone:			
Supervisor (if appl			was distributed in the second			

Position & Job	description:		
Date Hired:	to Re	ason for leaving:	
LCC Person	al References	Applican	t: David J Barton
Full name:	Brent Sterling		
Address:	23974 Meadowcreek Cir E South L	yon, MI 48178	
Home phone:	NA	Cell phone:	248-444-1079
Employer:	Principal Financial Group		NA
Position:Work	phone: Director of Sales	· · · · · · · · · · · · · · · · · · ·	use cell phone
Number of yea	rs aquainted: 7	·	• .
Full name:	Ryan Kosier		
Address: 23	3772 Stoneleigh Dr South Lyon, M	l 48178	
Home phone:	NA	Cell phone:	734-730-5017

Employer:	Ford Motor Co.	Bus. phone:	
Position:	Product Development - Foward Model Quality Supervisor	Work phone:	use cell
Number of ye	ears aquainted:		
Full name:	Micheal Thomaston		
Address:	110 Winter Club Ct Palm Beach Garden		
Home phone	: NA	Cell phone:	
Employer:	Currently Student - previous GNC	Bus. phone:	NA
Position:	Student	Work phone:	NA
Number of y	vears aquainted: 27	Applicant:	David Barton
The liquer	Application Business/Employment R	eferences and Persona	l References forms provided i

The Liquor Application, Business/Employment References and Personal References forms provided must be completed in their entirety.

A complete investigation will be conducted by the City of South Lyon Police Department to verify all of the information that you provide in the referenced Liquor Application forms.

Your Criminal History will be obtained and evaluated by the Chief of Police, who will be your contact person for the Liquor Application Process.

Additionally, you must obtain and provide, at your own expense, a copy of your current credit report which is to be submitted with the Liquor Application forms. The three national credit bureaus are Trans Union, Equifax and Experian, which can be accessed at www.creditreporting.com.

I attest that the facts that I have provide in the Liquor License Application forms are complete and true to the best of my knowledge. I authorize the City of South Lyon Police Department to investigate my personal history as well as my financial and credit records for the purposes of this Application. Additionally, I have read and understand the provisions of the City of South Lyon Statement of Policy on Alcoholic Beverages Licenses.

DIAST	4/27/2021
Applicant's Signature	Date
David J Barton	
Printed Name	

Plan of Operation - Twisted Cork Winery

Preamble: I have received copies of the South Lyon City Ordinance, An Ordinance to Establish a General Policy for the management of Liquor Licenses and Permits, understand its provisions and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance.

· Hours of Operation:

Tuesday - Thursday 11am - 9pm Friday & Saturday 11am - 10pm Sunday 12pm - 6pm

- Format: There will be 3 small tables positioned on the right of the tasting room with 2 chairs each. There will be a bar towards the rear of the tasting room with 6 bar-top chairs. The front of the tasting room will have bottled wine displayed with other wine type accessories for retail sale. The total facility will have 15 occupancy.
- Code Compliance: "The premises, if ever remodeled, will fully comply with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes as well as zoning ordinances."
- Plan of Operation: It is acknowledged that under the Ordinance, the business shall be operated in accordance with an approved plan of operation. Changing the operation of the business in any manner inconsistent with the approved plan of operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the plan of operation must be approved by the City Council prior to it being placed into effect on the business premises.
- Security: Security for the customer, building, and community is the first priority for the business, and as such, we will undertake whatever measures are necessary to maintain and supervise the expected level. There will be a solid secondary door that will have a double lock and the entire winery will have a "real-time" camera system.

- Parking: Parking for the establishment will utilize the downtown district parking which provides adequate parking for the business customers. The employees will use the public lot south of 10mile west of Lafayette st.
- Alcohol Management: The establishment will strictly obey all
 rules and regulations promulgated by the City of South Lyon and
 the state of Michigan Liquor Control Commission. There will be
 neither service nor consumption of alcoholic beverages by minors
 at any time. No alcohol will be sold, or permitted to be sold, on a
 commission basis by any person.

The following practices will be enforced at the establishment:

- 1. No alcoholic beverages will be allowed on the premises, other than what is dispensed by the establishment.
- 2. All Staff will pay attention and be alert to observable clues displayed by an intoxicated individual such as: impaired reflexes, impaired coordination, reduced judgment and inhibitions, impaired vision, etc.
- 3. All staff will be alert to potential problems at their respective areas at the facility.
- 4. Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
- 5. Patrons who appear to be 30 years of age or younger will be asked to show proper Michigan identification. Signage will be posted at serving locations.
- 6. For all patrons under 21 years of age, service will be refused.
- 7. Check "State Seal" and other markings. Check for damage or alterations to identification card.
- 8. Do not return falsified identification cards. Call management immediately.
- 9. If a patron shows signs of intoxication, then refuse service, politely explain policy, suggest non-alcoholic purchase, and/or call for management if necessary.
- 10. If a patron is purchasing on behalf of someone else who appears to be less than 30 years old or younger, then request to see

identification of recipient or contact supervisory personnel whom will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection off of premises if illegal activity has occurred.

- 11. Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - a. No sales to intoxicated persons
 - b. No sales without proper identification
 - c. Limited alcoholic choices if necessary
 - d. When in doubt, do not serve, call a supervisor
- e. No alcoholic beverages are allowed to leave the facility or property
- 12. Approach any patron appearing to be impaired and leaving the event. Determine if they are driving. If so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, refer patron(s) to bus or taxi service.
- 13. Supervisory and management personnel will complete documentation of any alcoholic related incidents at the end of the event. Information will be disseminated accordingly.
- 14. The establishment fully participates in Techniques in Alcohol Management Program and will continue such participation in that program or a similarly recognized program. TIPS/TAM certification, or other similarly recognized program, for all employees shall be provided within 35 days of hire date of hire.
 - Refuse Disposal: The establishment will dispose of refuse in enclosed dumpster(s) with locked lids. Pickup will be a minimum of two times per week.
 - General: Every effort will be made to maintain positive relationships with adjacent and nearby businesses as well as cooperation with all city departments.
 - Every effort will be made to solve any problems which may arise.
 - Emergency Contact: David Barton (904)607-0361

Date: 04/27/2021

By:



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID:	
Request ID:	
	(Ear MICC use only)

Local Government Approval For On-Premises Tasting Room Permit

(Authorized by MCL 436.1536)

instructions for Applicants:

You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

motivations for Local Legislande body.		
 Complete this resolution or provide a resolution, along which this request was considered. 	with certification from the clerk or adopt	ed minutes from the meeti
At a meeting of the		council/board
At a meeting of the	(township, city, village)	
called to order by	on	at
the following resolution was offered:	(date)	(time)
Moved by	and supported by	
that the application from Vine to Wine LLC		
(name of applic	ant - if a corporation or limited liability company, please	e state the company name)
for a NEW ON-PREMISES TASTING ROOM PERMIT		
to be located at: 105 N Lafayette South Lyon, MI 481	78	
t is the consensus of this body that it	this applica	tion be considered for
(recomm	ends/does not recommend)	
proval by the Michigan Liquor Control Commission.		
If disapproved, the reasons for disapproval are		
	<u>Vote</u>	
	Yeas:	
	Nays:	
,	Absent:	
	·	
hereby certify that the foregoing is true and is a complete	conv of the resolution offered and adopted	hy tha
council/board at a		(township, city, village
	meeting held on	—— (township) city) vinage
(regular or special)	(date)	
Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

VINE TO WINE LLC

ID Number:

802420981

eceived by electronic transmission on February 25, 2020 February 27, 2020 , by the Administrator. , is hereby endorsed.

document is effective on the date filed, unless a subsequent effective date within 90 days after



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th day of February, 2020.

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

ville to write
PURSUANT TO MICHIGAN LIMITED LIABILITY COMPANY ACT ACT 23 of 1993
FORMED IN THE STATE OF MICHIGAN
This Agreement, entered into on March 6th, 20 20 _, is a
(Check One)
SINGLE-MEMBER LLC OPERATING AGREEMENT, entered into by and between Vine to Wine , LLC, a Michigan (State) LLC (the "Company") and David J Barton of Of Operation of Operation of Operation of Operation (Address), hereinafter known as the "Member"
☐ - MULTI-MEMBER LLC OPERATING AGREEMENT, entered into by and between, of(Address),, of(Address), hereinafter known as the "Members" ☐ (Address),
hereinafter known as the "Members" (Address),
WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Michigan and set forth the terms herein of the Company's operation and the relationship between Member(s).
NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:
1. Name and Principal Place of Business
The name of the Company shall be <u>Vine to Wine</u> , LLC. The principal place of business of the Company shall be at <u>105 N Lafayette</u> , City of <u>South Lyon</u> , in the State of Michigan or at such other place of business as the Member(s) shall determine.
2. <u>Formation</u>
The Company was formed on <u>February 25th</u> , 20 <u>20</u> , when the Member(s) filed the Articles of Organization with the office of the Secretary of State of the State of Michigan pursuant to the statutes governing limited liability companies in the State of Michigan (the "Statutes").
3. Purpose



The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

4. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

5. Member Capital Contributions (Check One)

■ - Single Member LLC: The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

Company as set forth below and are not oblig	ontributed the following capital amounts to the gated to make any additional capital contributions
	\$
	\$
M	\$

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Member by the Company.

6. <u>Distributions</u>

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds



of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

(Check One)

SINGLE-MEMBER: A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions an increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.
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- MULTI-MEMBER: The "Capital Account" for each Member shall mean the account	rust
Greated and maintained for the Member in accordance with Section 704/b) of the Inter-	um Sroot
Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).	JIII di

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	Percentage Interest
	%
	%
	%

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the



construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

7. Books, Records and Tax Returns

(Check One)

■ - SINGLE-MEMBER: The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

☐ - MULTI-MEMBER: The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.



The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

8. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

9. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Michigan.

	
(Check One)	
David - SINGLE-MEMBER: authority and power to act for or on the Company, or incur any elements be liable for the debts, obligation decree or order of a court. The	J Barton, as sole member of the Company, has sole on behalf of the Company, to do any act that would be binding expenditures on behalf of the Company. The Member shall not as or liabilities of the Company, including under a judgment, Company is organized as a "member-managed" limited liability mated as the initial managing member.
TORUSH AND CONCOUNT THE URINA	s expressly provided elsewhere in this Agreement, all ement, operation and control of the business and affairs of the made in accordance with this Agreement shall be made by



the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company in the excess of \$.00; lend any Company funds or other assets to any person in an amount or with a value in excess of \$ establish any reserves for working capital repairs, replacements, improvements or any other purpose, in excess of an aggregate of \$_ .00; confess a judgment against the Company, settle, compromise or release, discharge or pay any claim, demand or debt in excess of \$.00, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

(Check if Applicable)

☐ - MULTI-MEMBER: <u>Meetings of Members</u>

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.



At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.



Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

(Check if Applicable)

☐ - MULTI-MEMBER: <u>Assignment of Interests</u>

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.



A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

(Check One)

SINGLE-MEMBER: Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar



to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

☐ - MULTI-MEMBER: Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

(Check if Applicable)

☐ - MULTI-MEMBER: <u>Admission of New Members</u>

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.



As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

(Check if Applicable)

□ - MULTI-MEMBER: Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to an Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors;



or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

10. Dissolution and Liquidation

(Check One)

■ - SINGLE-MEMBER: The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

— MULTI-MEMBER: The Company shall terminate upon the occurrence of any of the following: (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.



Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

11. Representations of Members

(Check if Applicable)

□ - MULTI-MEMBER: Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

12. Certificates Evidencing Membership



(Check if Applicable)

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☐ - MULTI-MEMBER: Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:
"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of, LLC, dated effective as of,
20, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."
13. Notices
(Check if Applicable)
☐ - MULTI-MEMBER: All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other

address as may be designated by said Member by notice to the Company and the other

14. Arbitration

(Check if Applicable)

Members pursuant to this Article 13.

— MULTI-MEMBER: Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

15. Amendments

(Check if Applicable)



□ - MULTI-MEMBER: This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

16. Indemnification

a) SINGLE-MEMBER: The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such

advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

17. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Michigan. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

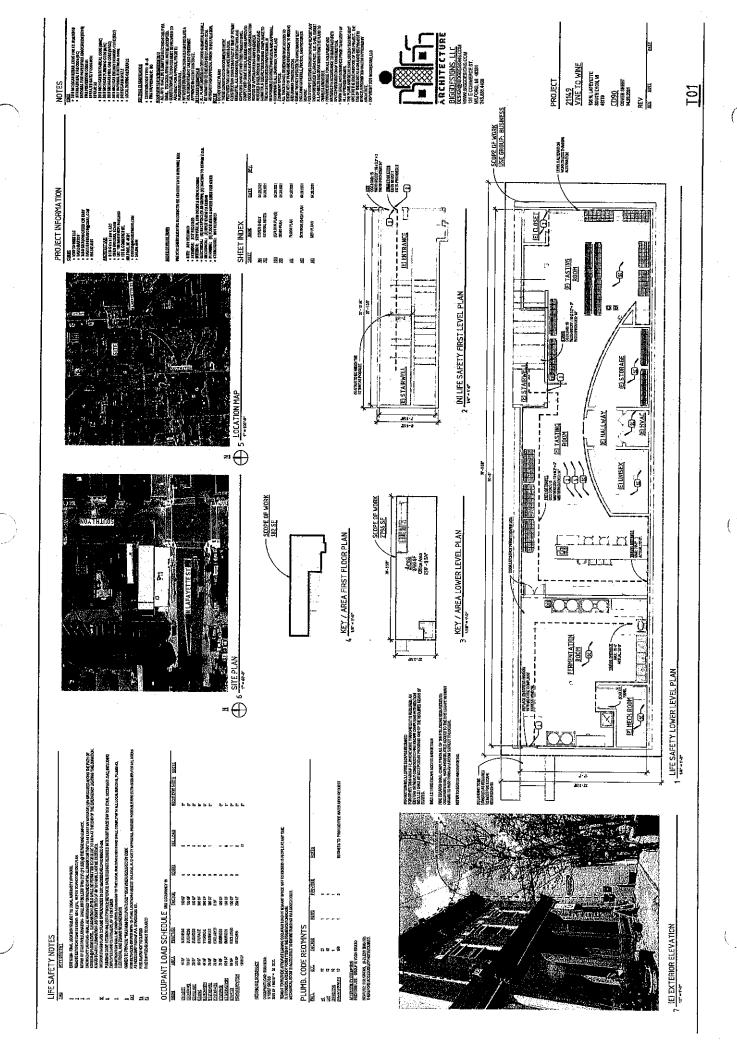
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

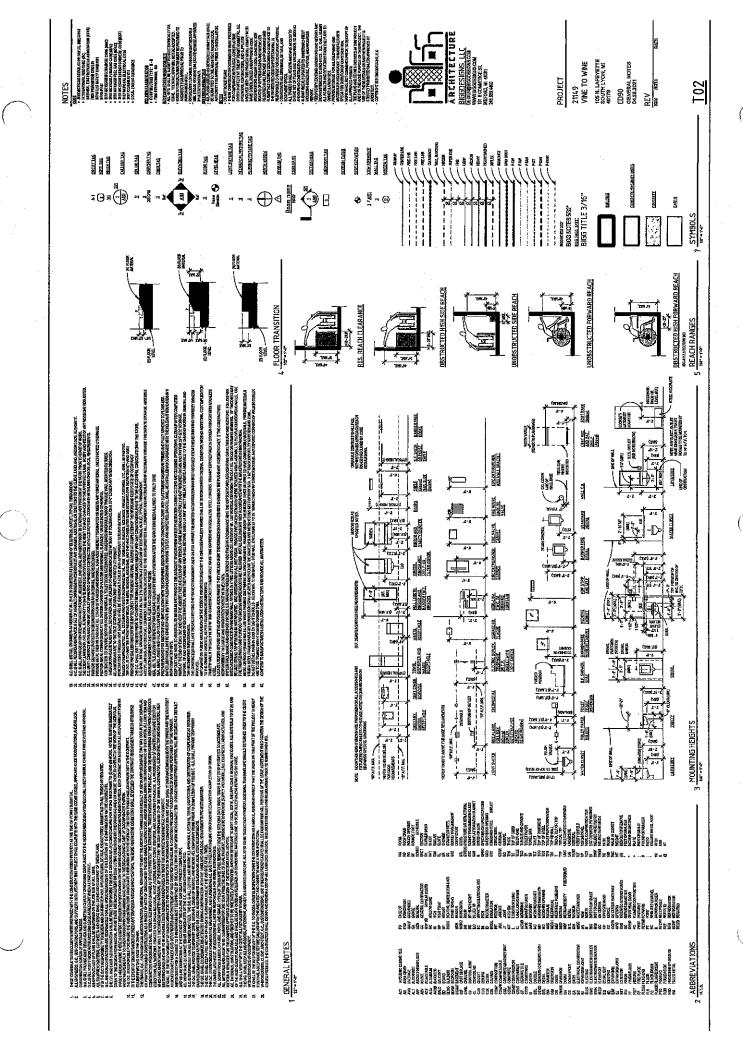
Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.



party.	ision of this Agreement is if	nended to be for the benefit of or enforceal	ble by any third
IN WITH	NESS WHEREOF, the partic	es have executed this Agreement this6 o	day of
	Vine to Wine	,LLC	
Ву:	David J Barton	Member Signature	3
		Member Signature	
		Member Signature	· · · · · · · · · · · · · · · · · · ·

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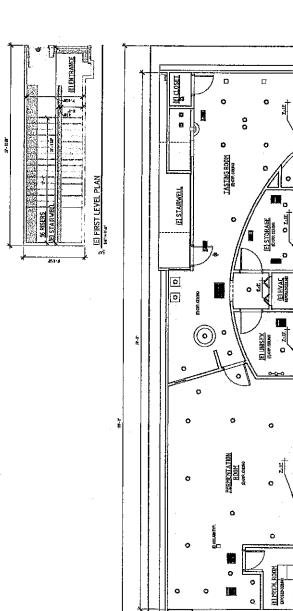


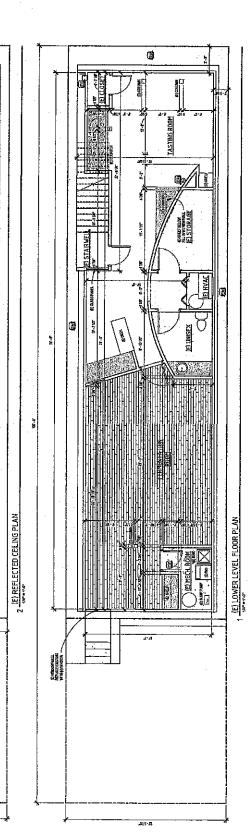


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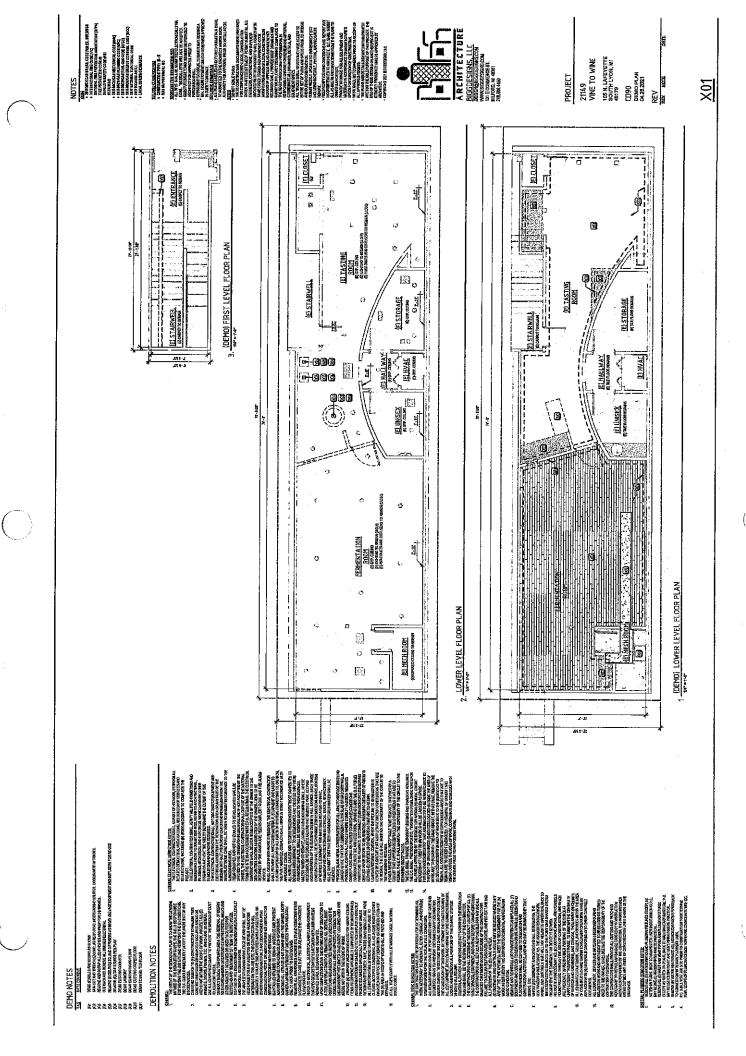


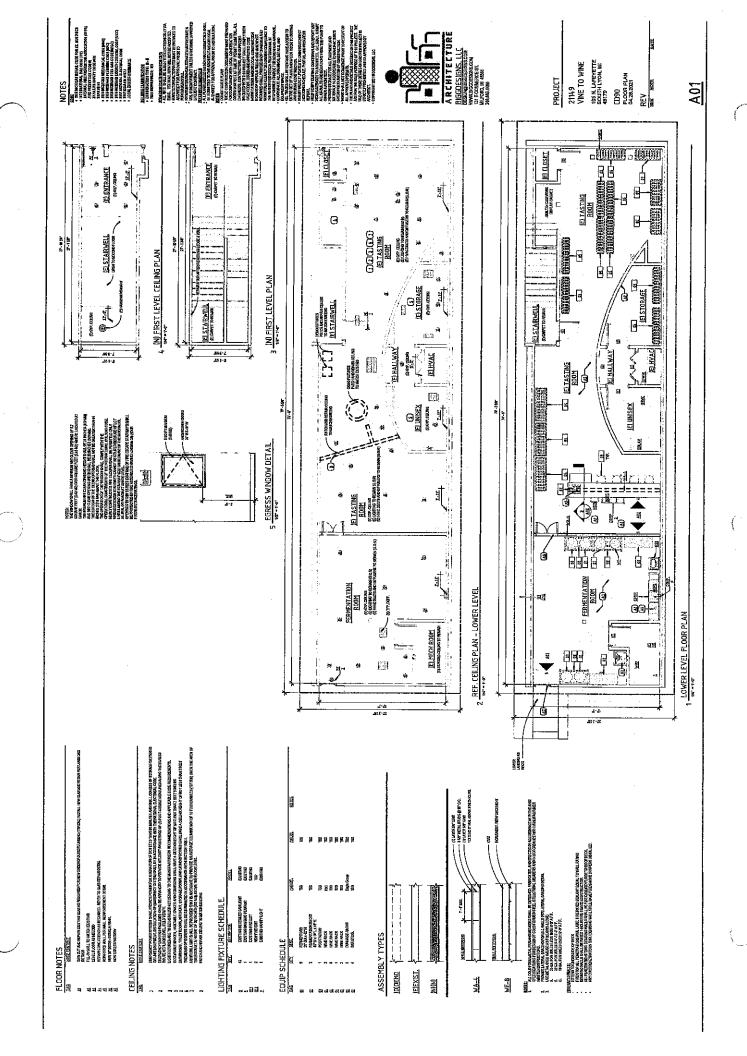
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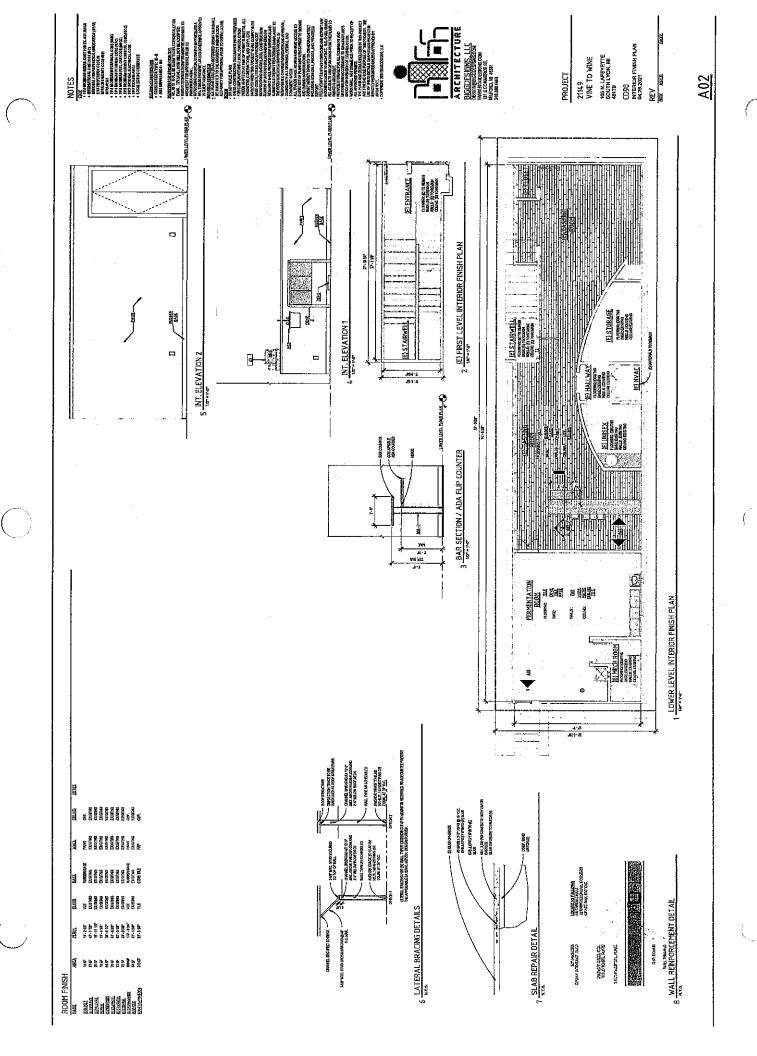
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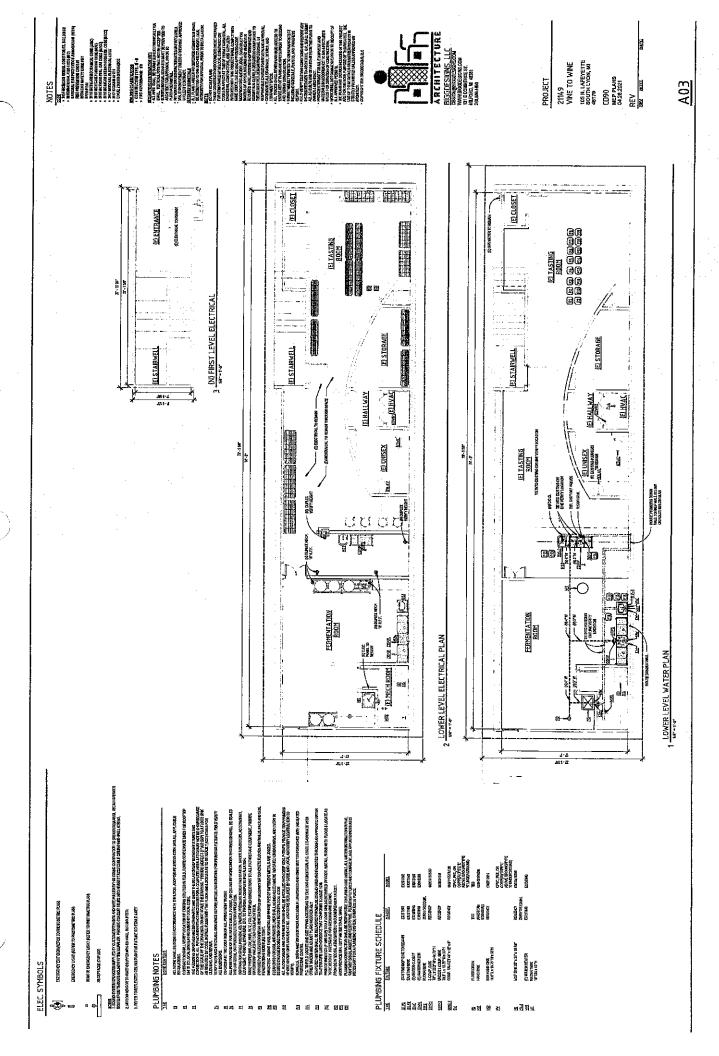
III CUMPLICATE NOTE

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Sweet Wines

Raspberry Rose Sweet Rose - 7% ABV, This blush wine offers the succulent, mouth-watering flavors of sweet, ripe raspberrie blended gracefully with a delectable refreshing rose.	Glass	Bottle	Batch
	\$6.00	\$14.99	\$240.00
Strawberry Sensation Sweet Rose - 7% ABV, This light refreshing wine offers the delightfully sweet aroma of fresh-picked strawberries blended with a rich mélange of honey, tropical fruit and floral flavors. Try it chilled for added freshness!	Glass	Bottle	Batch
	\$6.00	\$14.99	\$240.00
Mango Dragon Lemonade - Limited Edition Sweet Rose - 7% ABV, This new limited release white fruit wine features the delicious flavors of mango, dragon fruit, coconut, and lemonade. Kick spring and summer off with a unique twist! Refreshing, and bright, Mango Dragon Fruit Lemonade is the quintessential summer sipper - perfect for those warm summer afternoons.	Glass	Bottle	Batch
	\$7.00	\$15.99	N/A
Blackberry Blast Sweet Red - 7% ABV, Enjoy intense exotic flavors with this gamet-colored red wine. Colorful tastes of juicy blackberries and ripe currants round out a truly flavorful experience to share with friends.	Glass	Bottle	Batch
	\$6.00	\$14.99	\$240.00
White Wines			
Chardonnay Chili - 14% ABV, SWEETNESS:Dry OAK:Light BODY:Medium Bursting with hints of pineapple, melon and peach on the palate, with delicate hints of pear on the finish. A perfectly balanced wine with fresh and lively acidity. Food Pairings: Wine is great with pastas, lobster or mussel risotto.	Glass	Bottle	Batch
	\$7.00	\$16.99	\$325.00
Chardonnay California - 14% ABV, SWEETNESS:Dry OAK:Medium BODY:Full Captivating flavors of green apple and tropical fruit enhance an upfront floral bouquet as is expected by the finest California Chardonnays. It will develop to reveal layers of ripe fruit and integrated oak. Food Pairings: Serve with Bok- choy, asparagus frittata, or French chicken Dijon.	Glass	Bottle	Batch
	\$7.00	\$16.99	\$325.00
Pinot Grigio Chili -14% ABV, SWEETNESS:Dry OAK: none BODY:Light Opens with citrus, floral and pear notes. Hints of citrus and green apple on the finish. The palate is elevated with its perfect harmony of fruit and crisp acidity. Food Pairings: Tastes great with grilled halibut, buttery shrimp, or a light crab salad.	Glass	Bottle	Batch
	\$7.00	\$16.99	\$325.00
White Blend Blend Pinot Grigio/Sauvignon Blanc/Muscat 14% ABV, SWEETNESS:Dry OAK: none BODY:Medium This refined Pinot Grigio, Sauvignon Blanc, and Muscat blend exudes pretty floral aromas with hints of tropical fruit and lychee. Flavors on the palate include julcy pineapple, mango, peach, and lychee. Food PairingsTry with spicy Pad Thai, a summer salad or BBQ pork.	Glass	Bottle	Batch
	\$7.00	\$16.99	\$325.00

Red	<u>Wines</u>
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Cabernet Sauvignon Australia - 12.5% ABV,SWEETNESS:Dry OAK:Medium BODY:Full Australia Cabernet Sauvignon is a complex, full-bodied wine has a aroma of plump blackberries, sweet vanilla, and fresh violets while pepper spice, and rich tannins grace the palate. Food Pairings: De braised beef short ribs or fig and Brie.	an appealing e cherries,	s Bottle \$16.99	Batch \$325.00
Malbec Chili - 12% ABV, SWEETNESS:Dry OAK:Medium BODY:Medium A brilliant bouquet of dark fruits with subtle hints of oak, vanilla, ar Strong plum and berry flavors balanced by moderate tannins on the Pairings: Perfect with pasta and spicy sausage or BBQ chicken.		8 Bottle \$16.99	Batch \$325.00
Italian Tuscan Italy - 12.5% ABV, SWEETNESS:Dry OAK:Heavy BODY:Full An assertive wine with aromatics of fresh raspberries supported b of vanilla and earth. A concentrated palate of blackberries and bla firm tannins. Food Pairings: Great with slow-cooked beef and port cheese.	ck pepper with	8 Bottle \$19.99	Batch \$325.00
Pinot Noir Australia -12.5% ABV, SWEETNESS:Dry OAK:Medium BODY:Me An elegant wine bursting with flavors of ripe black chemies, red berry delicate spice notes on the palate superbly balanced with oak. Food with grilled salmon, sweet onions and red bell peppers or wild mushro	fruits, and Pairings: Try it	8 Bottle \$16.99	Batch \$325.00
Italian Amarone Italy - 12.5% ABV, SWEETNESS:Dry OAK:Medium BODY:Fuil A spicy bouquet with black cherry, tobacco, licorice, and coffee notes, big, round, and flavorful with delicious dark fruit, leather, cassis, and produced Pairings: Enjoy with braised beef, tomato sauce and pasta or go	epper notes.	s Bottle \$19.99	Batch \$325.00
Red Blend Blend Cabernet Sauvignon/Syrah/Zinfandel-12.% ABV, SWEETNESS:Dry OAK:Medium BODY:Medium A modern, new world style wine featuring a blend of Cabernet Sa and Zinfandel. Aromas of vanilla, red berries and black cherries a flavors of ripe raspberry, chocolate and cherry. Food Pairings - pa	nd sweet	s Bottle \$16.99	Batch \$325.00

Ask us about wine batches for events, special occasions, weddings or gift packages. If you are interested in other types of wine not on our menu, we can source additional varieties and custom orders. We can also support your small events & parties within the winery.

BBQ beef, potato salad, coleslaw and french fries.

COMMERCIAL NET LEASE FORM (MULTI-TENANT BUILDING)

(1)	THIS LEASE is made this	16th	day of	April	. 2021
by and between	Mykin Propert	y Lafavette	LLC		
, whose address is	10056 Colonia	l Industrial	Dr., South Lyon	n, MI 48178	
("Landiord"), and	Vise to vvine LLC		. whose addres	s is <u>24040 mea</u> c	dowcreek cir E
are conflicts	Mykin Propert 10056 Colonia Vine to Wine LLC enant"). This lease should supers	sede all prior	r dated docume	nts in any case v	vhere there
are connicts					
(2)	Description I and and in anni				_
agreements to be performed	Description. Landlord, in considerable to the description of the descr	Tonont the	ne rents to be p	aid and the cove	nants and
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Commonly Known as 105 l	N. Lafavette St., lower hasement	level. South	Lyon MI 481	78 Included is t	<u>ur.</u> he chelf and
stairs running above the sta	irway leading to the lower level	in the comm	on area	yo, menada 15 t	ite arteri dire
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"Building."	he building in which the Leased	Premises are	e located is refe	rred to hereafter	as the
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(3)	Form The term of this I says of			84. 61. 4	
and term	Ferm. The term of this Lease sh	ian commen	ce on	May, 01 2	1021
. Future o	inate on <u>April 30, 2024</u> ption to renew initiated by Tenar	at and average	a term or	3 years	
	have to the an illimated by 10100	ir atio exerci	sanie by Paildi	ora,	
(4)	Base Rent. Subject to any adjust	ments set fo	rth below. Ten	ant shall nov I so	ndiard se
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loan payments, and direct ex	spenses such as routine maintena	nce, insuran	ce and property	taxes.	a) to muse
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Rent to be paid pri-	or to the month of occupancy				
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(5) S	country Donnele Han the simi				_
Landlord the security denosity	ecurity Deposit. Upon the signi	ranna io gai	ease, Tenant ac	knowledges to g	give
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obligation) to apply all or an	y part of the security deposit tow	Dear interest	- Landiord sna	ii nave me right	(but not the
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is left damaged/uncleaned a	fer Tenunt's laces period	debosit to t	ne leased space	in the event tha	it the space
	ter remain a lease period.				
(6) L	ate Charge. If Tenant shall fail	to nav base	rent additional	Font or any other	* ********
one moder this Lease, within	10 davs after such navm	ent is due 1	Penant agrees to	rov a lata aban	as Game also
cerc agen bayment is diff ed	ual to 2% of the monthly bill for	each month.	. Tenant soree	that cuch amou	mto ama mat m
henana, our ste s tessouspie	amount to reimburse Landlord f	or the loss o	f the use of the	funds and the e	ine we not u iditional
administrative costs resulting	from late payment.		410	with title (II	na me a de a 110 a 110 a
	- -				

	ndemnification. Tenant shall indemnify and hold harmless Landk	
from any liability for damages to any person	or property in, on or about the Premises or the Building arising ou	t of
	act or omission of Tenant, his agents, employees, contractors or inv	
Throughout the term of this Lease, Tenant w	ill procure and keep in effect during the term of the Lease public	
liability and property damage insurance for ti	he benefit of Landlord in the sum of One Million and 00/	<u>100</u>
	for damages resulting to one person and One Million and 00/	100
(\$1,000,000.00) Dollars	for damages resulting from one casualty, and On	e
Million and 00/100 (\$1,000,000.00) Dollars	property damage insurance resultin	
from any one occurrence. All policies shall t	be in such form and with insurance companies as shall be satisfacte	ory to
Landlord with a provision for at least thirty (30) days' advance written notice to Landlord in the event of	•
	to the expiration of any such policy, Tenant shall deliver a substitu	ite
therefore with evidence of payment of the prooption obtain such insurance and charge the	emiums therefore. Upon Tenant's failure to do so, Landlord may cost thereof to Tenant as additional rent. Throughout the term of the its personal property located in the leasehold premises.	at his

(8) Utilities. During the term of this Lease, the Landlord shall provide to the Tenant natural gas, trash pickup, water and sewer. The Tenant will pay all other separately metered utility charges made against the Leased Premises including, but not limited to electricity, internet, telephone and cable as the same shall become due. Tenant understands that when public utilities are not given access to the buildings when needed, utilities may not be available to the tenant.

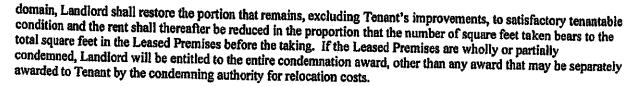
(9) Maintenance/Repairs.

- (a) Tenant shall perform all necessary maintenance, repairs and replacements to the interior of the Leased Premises, and shall maintain same in good condition and working order.
- (b) Subject to any obligations of Tenant expressly set forth above, Landlord shall maintain the Building in good condition and working order. Landlord shall not enter the Leased Premises to make repairs or to conduct any maintenance without giving Tenant twenty four (24) hours' prior notice, except to make emergency repairs.
- (c) Notwithstanding any obligations of Landlord to maintain the Leased Premises and the Building contained above, in the event of any damage or destruction resulting from any intentional or negligent acts or omissions of Tenant, or its agents, employees, contractors or invitees, Tenant shall reimburse Landlord for all expenses incurred in the repair thereof within thirty (30) days of Landlord submitting an invoice thereof, and such invoiced expenses shall be deemed additional rent.
- (d) Tenant agrees to repair, at the tenant's expense, any water leaks in the lower level up to a total cost of \$2475.00. If the repairs of said leak exceed this amount, the Landlord will assume the additional cost of the repair. The tenant will inform the Landlord when such repairs are scheduled to begin and what repairs are needed prior to beginning the work.
- (e) The plumbing facility shall not be used for any other purpose than that for which are constructed. No foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this Lease shall be borne by the Tenant.
- (10) Cleaning and Janitorial. Tenant shall provide janitorial and cleaning services for: the leased area as well as the common area of the stairs and fover.

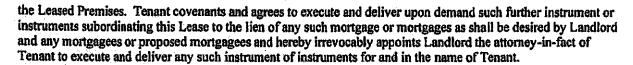
- (11) Parking Tenant understands that there are no parking areas about the premises which belong with the Landlord's property, and that all parking about the property is of an urban, public tip, available to any and all according to the City of South Lyon laws, rules and regulations.
- (12) Tenant's Alterations. Tenant shall not make any alterations, additions or improvements to the Leased Premises without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the Leased Premises, except movable office furniture and trade fixtures and equipment installed at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, without molestation or injury.

Tenant shall (i) pay before delinquency all costs and expenses of work done or caused to be done by Tenant in the Leased Premises; (ii) keep the title to the Leased Premises and every part thereof free and clear of any lien or any encumbrance in respect of such work; and (iii) indemnify and hold harmless Landlord against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services or labor for such work. Tenant shall immediately notify Landlord of any lien, claim of lien or other action of which Tenant has or reasonably should have knowledge which affects the title to the Leased Premises or any part thereof and Tenant shall cause the same to be removed within ten (10) days of notice thereof to Tenant. If Tenant shall fail to remove same within said time period, Landlord may take such action as Landlord deems necessary to remove the same and costs and expenses incurred by Landlord in connection with such lien, claim of lien or action shall be paid to Landlord by Tenant as soon as a bill is presented to Tenant and Landlord shall have all remedies provided in this Lease in the event of Tenant's failure to pay. Notwithstanding the foregoing, if Tenant shall desire to contest any lien or claim of lien, Tenant shall have the right to do so by putting up a surety bond in the amount of one hundred fifty percent (150%) of the lien by claim as obligee, which surety company and bond shall be in form and substance satisfactory to the Landlord.

- Use and Occupancy. It is understood and agreed between parties hereto that during the term of this Lease, the Leased Premises shall be used an occupied as a <u>Winery and Related Services</u> and for no other purposes without the written consent of Landlord, and that Tenant will not use the Leased Premises for any purpose in violation of any law, municipal ordinance or regulation.
- Building are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Leased Premises are untenantable and pro rata for the portion rendered untenantable, in case a part only is untenantable, until the same shall be restored to a tenantable condition; provided, however, that if Tenant shall fail to adjust his own insurance or to remove his damaged goods, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act or omission of Tenant, his agents, employees, contractors or invitees, and provided further that if Tenant shall use any part of the Leased Premises for storage during the period of repair a reasonable charge shall be made therefor against Tenant, and provided further that if the Building shall be destroyed to the extent of more than one-half of the value thereof, Landlord may at his option terminate this Lease by written notice to Tenant.
- (15) Eminent Domain. If the whole or any substantial part of the Leased Premises shall be taken through the power of eminent domain, this Lease will terminate as of the date of title vesting in the condemning authority. If a lesser portion of the Leased Premises shall be taken through the power of eminent



- hereinafter defined) to be released, brought upon, stored, produced, emitted, disposed of or used upon, under or about the Leased Premises, the Building or the Land by Tenant, its agents, employees, contractors or invitees. "Hazardous Materials" means any chemical, substance or material, that is or may be hazardous to human health or the environment, that is listed, defined or regulated in any local, state or federal environmental statute or regulation, from time to time adopted. Tenant will indemnify, defend and hold Landlord harmless from and against any damages which arise from Tenant's breach of this Paragraph (17). Tenant's obligations under this Paragraph (17) shall survive the expiration of the Lease.
- apply to the appropriate municipality for any required re-occupancy and/or zoning compliance permits. In the event that it shall be necessary to make any repairs or improvements in order to obtain any required permit(s), Landlord shall be responsible for the cost of such repair or improvement, unless necessitated by Tenant's use of the Leased Premises, in which case Tenant shall be solely responsible for the cost of same.
- (18) Care of Leased Premises. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises (or the Building or the Land). Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and State authorities affecting the Leased Premises and the cleanliness, safety, occupation and use of same. It is further agreed that in the event Tenant shall not comply with these provisions, Landlord may enter upon the Leased Premises and remedy same and charge the cost of same to Tenant as additional rent.
- (19) Condition of Leased Premises at Time of Lease. Tenant further acknowledges that he has examined the Leased Premises prior to entering into this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or his agent, which are not herein expressed, and Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease.
- (20) Landlord Liability. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or his property that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Building, or from bursting, stoppage or leakage of water, gas, sewer or steam pipes, or from any interruption or cessation of utility service to the Leased Premises.
- (21) Re-Renting. Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this Lease, Landlord may show the Leased Premises to prospective tenants, and sixty (60) days prior to the termination of this Lease, may display in and about the Leased Premises and in the windows thereof, the usual and ordinary "FOR RENT" signs.
- (22) Assignment/Subletting. Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Leased Premises or any part thereof without the written consent of Landlord.
- (23) Landlord's Right to Mortgage. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in



- (24) Estoppel Certificate. Tenant from time-to-time shall, upon request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified), the dates to which rent and other charges have been paid; that Landlord is not in default hereunder (or specifying the nature of any default(s) Tenant claims to exist at the time of such certification), and such other matters pertaining to this Lease and Tenant's occupancy of the Leased Premises as Landlord may request, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by Landlord, a prospective purchaser of Landlord's interest, or mortgagee.
- (25) Holding Over. It is hereby agreed that in the event Tenant shall hold over after the termination of this Lease, thereafter the tenancy shall be from month to month, subject to all the provisions of the Lease in effect on the day before the expiration of the tenancy, except for those relating to the term and except that the base rent shall be two hundred percent (200%) of the amount payable during the last month of the Lease, without prejudice to any claim for damages or otherwise which Landlord may have against Tenant for failure to vacate the Premises at the expiration of the term.
- (26) Exterior of Building. Landlord has not conveyed to Tenant any rights in or to the outer side of the outside walls of the Leased Premises or the Building. Tenant may not display or erect any lettering, sign, advertisement, awning or other improvement to the exterior of the Leased Premises or the Building, without the prior consent of Landlord.
- (27) Quiet Enjoyment. Landlord covenants that Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the term hereof.
- (28) Landlord's Right to Cure. If Tenant shall default in any payment or expenditure required to be paid or expended by Tenant, or default in any other obligation of Tenant under the terms of this Lease, Landlord may at its option make such payment or expenditure, or perform Tenant's obligations under this Lease, in which event the payments or expenditures made by Landlord, and the costs and expenses of such performances incurred by Landlord shall be payable as additional rent to Landlord by Tenant on the next ensuing rent day together with interest at the default rate set forth in Paragraph (7) hereof, from the date of such payment or expenditure or incurring of such costs and expenses by Landlord, and on default in such payment Landlord shall have the same remedies as on default in payment of rent.
- (29) Tenant's Default. The occurrence of any one or more of the following events shall be default under and breach of this Lease by Tenant:
- a. If Tenant shall fail to pay any installment of base rent, additional rent, or any portion thereof, or any other amounts due and payable under the terms of this Lease, when the same shall be due and payable;
- b. If Tenant shall fail to comply with any other provision of this Lease and Tenant shall have failed to cure such failure within fifteen (15) days after the sending of written notice from Landlord of such noncompliance (in the case of a failure which cannot with due diligence be cured within a period of fifteen (15) days, Tenant shall have such additional time to cure

same as may reasonably be necessary, provided Tenant commences curing such failure within the fifteen (15) day period and proceeds promptly, effectively, continuously and with due diligence to cure such failure after receipt of said notice):

- c. If any proceedings are commenced by or against Tenant for the purpose of subjection of the assets of Tenant to any claims relating to bankruptcy or insolvency or for an appointment of a receiver for Tenant or Tenant's assets; or
- d. If Tenant shall do or permit to be done anything which creates a lien upon the Leased Premises.

Upon the occurrence of any event of default set forth in this paragraph, or elsewhere in this Lease, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

- 1. Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to Landlord; (ii) Landlord may re-enter the Leased Premises and dispossess Tenant or any other occupants of the Leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Lease term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this paragraph shall survive the termination of this Lease; or
- 2. Landlord may, without terminating this Lease, re-enter the Leased Premises and relet all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease term and for rent and on any terms and conditions acceptable to Landlord in its sole discretion, including terms and conditions substantially different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent reletting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease term, together with all of Landlord's reasonable costs and expenses for reletting the Leased Premises, including any real estate commissions and the cost of all repairs and Tenant finish improvements. Taking possession of the Leased Premises by Landlord pursuant to this subsection shall not be construed as an election to terminate this Lease unless written notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant default, Landlord may at any time alter such reletting elect to terminate this Lease for such default.

In addition to the foregoing, Landlord may also sue for injunctive relief or to recover damages for any loss resulting from the breach.

- (30) Remedies Not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- (31) Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

- (32) Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way or subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to recover thereunder. Landlord and Tenant each agree that their policies will include such a clause or endorsement so long as the same shall be obtainable.
- (33) Delay of Possession. It is understood that if Tenant shall be unable to enter into and occupy the Leased Premises at the time above provided, by reason of the Leased Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Leased Premises, or as a result of any cause or reason beyond the direct control of Landlord, Landlord shall not be liable in damages to Tenant therefor, but during the period Tenant shall be unable to occupy the Leased Premises as hereinbefore provided, the rental therefor shall be abated and Landlord is to be the sole judge as to when the Leased Premises are ready for occupancy.
- (34) Notices. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at their last known Post Office address or at the Leased Premises and deposited in the mail with postage prepaid and if such notice to Landlord is in writing addressed to the last known Post Office address of Landlord and deposited in the mail with postage prepaid.
- (35) Gender. It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."
- (36) Covenants. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

	a) This is a smoke free building
	b) Up until Oct 31, 2021, if tenant chooses to end contractual agreement, a notice of a ful
onth in advance is req	uired before tenant needs/wants to leave building and end contract. Space must be in
entable condition (with	out city approvals).
	c) Landlord agrees to pay 75% of interior stairs and egress window enhancements.
	d) Landlord agrees to pay 100% of exterior egress window repairs to meet city code.
	e) Tenant agrees to oversee window/egress, and stair repairs and enhancements.

LANDLORD: TENANT: STARTON TENANT: STARTON TENANT: STARTON TENANT: MAHAGING MEMBER

Address: 10056 Colonial Industrial D. Address: South Lyan, MI 48128

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

David, here's your FICO® Credit Scorecard as of 03/31/21

Based on TransUnion® data

FICOSCORE 823 Total Accounts 15 Length of Credit 12 years Resolving Chilzation 0

Your FICO® Score 8 based on 02/28/21 822 **Exceptional** [©] TransUnion® data: 823 Change Key factors affecting your score: What's helping + Long credit history + No missed payments Your FICO® Score compared to U.S. 579 669 850 300 739 average by age: 18 26 36 46 56-25 35 45 55

(823)

Nate Mack

From:

Douglas Varney

Sent:

Wednesday, June 2, 2021 11:51 AM

To:

Nate Mack

Subject:

RE: 105 N. Lafayette St. - Small Winemaker Application

Nate,

Everything looks great to me.

Should be an excellent addition to the downtown.

V/R

Douglas Varney Director Utilities & DPW

City of South Lyon 23500 Dixboro Rd. South Lyon, MI 48178 (248) 437-4006 Cell: (248)472-7204

From: Nate Mack <nmack@southlyonmi.org>

Sent: Monday, May 24, 2021 1:27 PM

To: Kelly McIntyre <mcintyre@CIBPlanning.onmicrosoft.com>; Douglas Varney <DVarney@southlyonmi.org>; Chris Sovik <SovikC@southlyonpolice.com>; Tara Schreiber <Tschreiber@southlyonmi.org>; Ken Pike <kpike@safebuilt.com>; Fire Chief <Firechief@southlyonmi.org>; Lisa J. Hamameh <lhamameh@rsjalaw.com>; Paul Zelenak

<PZelenak@southlyonmi.org>

Subject: 105 N. Lafayette St. - Small Winemaker Application

Importance: High

Good afternoon everyone,

Attached are four documents that make up the application from Twisted Cork, which is a proposed small winemaker in downtown at 105 N Lafayette St. As the city's liquor ordinance states, this application must be sent to city department heads to solicit their feedback on the proposed application. Please note, I have redacted some personal information that was included in the original copy of the application. The ordinance specifically states:

"...an investigation regarding the background of the applicant(s) and owners, a complete history of past business and experience and liquor law violations, the proposed premises, code compliance, payment of taxes and utility charges, availability of utilities. The findings and results of the investigations, including where applicable, recommendations, shall be provided to the city manager, who shall then report same to the city council. In making its reviews and investigations, the city, and its departments, may request other pertinent information from the applicant."

Nate Mack

From: Kelly McIntyre <mcintyre@CIBPlanning.onmicrosoft.com>

Sent: Wednesday, June 2, 2021 11:36 AM

To: Nate Mack; Douglas Varney; Chris Sovik; Tara Schreiber; Ken Pike; Fire Chief; Lisa J.

Hamameh; Paul Zelenak

Subject: RE: 105 N. Lafayette St. - Small Winemaker Application

Nate.

From a zoning perspective, I have no issues with this proposed use. Retail and restaurants/service of food and beverage are permitted by right in the Central Business District.

Regards,

Kelly

From: Nate Mack <nmack@southlyonmi.org>

Sent: Monday, May 24, 2021 1:27 PM

To: Kelly McIntyre <mcintyre@ClBPlanning.onmicrosoft.com>; Douglas Varney <DVarney@southlyonmi.org>; Chris Sovik <SovikC@southlyonpolice.com>; Tara Schreiber <Tschreiber@southlyonmi.org>; Ken Pike <kpike@safebuilt.com>; Fire Chief <Firechief@southlyonmi.org>; Lisa J. Hamameh <Ihamameh@rsjalaw.com>; Paul Zelenak

<PZelenak@southlyonmi.org>

Subject: 105 N. Lafayette St. - Small Winemaker Application

Importance: High

Good afternoon everyone,

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"...an investigation regarding the background of the applicant(s) and owners, a complete history of past business and experience and liquor law violations, the proposed premises, code compliance, payment of taxes and utility charges, availability of utilities. The findings and results of the investigations, including where applicable, recommendations, shall be provided to the city manager, who shall then report same to the city council. In making its reviews and investigations, the city, and its departments, may request other pertinent information from the applicant."

If you could please review the attached application materials and respond to this email with recommendations, it would be much appreciated. It is my hope to have this small winemaker application on the agenda for city council consideration at the June 14th meeting.

Thanks, Nate

Nate Mack, Director DDA/Economic Development | City of South Lyon 335 S. Warren St., South Lyon, MI Office: (248) 437-1735 | Cell: (947) 777-9355 www.southlyonmi.org

Nate Mack

From:

Chris Sovik <SovikC@southlyonpolice.com>

Sent:

Wednesday, May 26, 2021 9:00 AM

To:

Nate Mack

Subject:

RE: 105 N. Lafayette St. - Small Winemaker Application

Nate, I don't see any reason that would disqualify Mr. Barton from obtaining the wine license.

Chief Christopher J. Sovik
South Lyon Police Department
219 Whipple Street
South Lyon, MI 48178
Direct Line: 248-437-0444

Station: 248-437-1773 Fax: 248-437-0459

sovikc@southlyonpolice.com

Graduate FBI National Academy Session 248





If serving is below you, leadership is beyond you"

From: Nate Mack <nmack@southlyonmi.org>

Sent: Monday, May 24, 2021 1:27 PM

Fire Chief <Firechief@southlyonmi.org>; Lisa J. Hamameh <lhamameh@rsjalaw.com>; Paul Zelenak

<PZelenak@southlyonmi.org>

Subject: 105 N. Lafayette St. - Small Winemaker Application

Importance: High

Good afternoon everyone,

Attached are four documents that make up the application from Twisted Cork, which is a proposed small winemaker in downtown at 105 N Lafayette St. As the city's liquor ordinance states, this application must be sent to city department heads to solicit their feedback on the proposed application. Please note, I have redacted some personal information that was included in the original copy of the application. The ordinance specifically states:

"...an investigation regarding the background of the applicant(s) and owners, a complete history of past business and experience and liquor law violations, the proposed premises, code compliance, payment of taxes and utility charges, availability of utilities. The findings and results of the investigations, including where applicable, recommendations, shall be provided to the city manager, who shall then report same to the city council. In making its reviews and investigations, the city, and its departments, may request other pertinent information from the applicant."

AGENDA NOTE

New Business: Item # 2

MEETING DATE: June 14, 2021

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

AGENDA TOPIC: Purchase a John Deere Z960M Z-Trak lawn mower for the Water & Sewer Department.

EXPLANATION OF TOPIC: The Zero turn mower for the grounds keeping at the Water Tower, Lift Stations (8) and Clean Water plant has reached the end of its useful life. The current equipment has already had an oil leak the mechanic attempted repairs on. It will not make it through this mowing season. This non budgeted item can be purchased by splitting the cost 50/50 with the Equipment accounts within the Water and Sewer Departments. The dealer has offered to take our Diesel Zero Turn on trade but we feel we can get more value by auctioning the diesel tractor. This piece of equipment is too heavy for our purposes and is not practical for everyday use within the department.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

1.1 Bid Sheet for council review

POSSIBLE COURSES OF ACTION: Approve/deny the purchase of the John Deere Z960M Z-Trak mower for the Clean Water Plant for a total cost of \$10,565.46 from Hutson, Inc. This piece of equipment can be split among water and sewer under the following line items:

Water Department: 592-556-977 (50%) Sewer Department: 592-557-977 (50%)

SUGGESTED MOTION	N:	
Motion by	, supported by	to approve the purchase
and of a new John Deere	Z960M Z-Trak for the Clean	Water Plant for the amount of \$10,565.46
under line items 592-556-	-977 & 592-557-977.	

SUBJ:

ATTACHMENT 1.1 - BID SHEET FOR COUNCIL REVIEW

ITEM BEING PLACED ON AGENDA: Purchase a lawn tractor for the Water & Sewer Department.

COMPANY

Weingartz / 39050 Grand River Ave, Farmington Hills, MI 48335

BID CONTACT

Tom Hamilton/thamilton@weingartz.com

BID AMOUNT

\$11,519.00

DETAILS

Exmark Lazer X KAW 60" Deck

COMPANY

Bader & Sons / 20801 Pontiac Trail, South Lyon, MI 48178

BID CONTACT

Jerry Muck / (248)437-2091

BID AMOUNT

\$11,375.21

DETAILS

John Deere Z950R 60" Deck

COMPANY

Hutson, Inc / 3915 Tractor Dr, Howell MI 48855

BID CONTACT

Joe Couchman / (517)540-6141

BID AMOUNT

\$10,565.46

DETAILS

John Deere Z960M ZTrak 60" Deck

AGENDA NOTE

New Business: Item #3

MEETING DATE: June 14, 2021

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

AGENDA TOPIC: Purchase of cleaning and camera services (Air Lift and Sonar Jetting) to increase production from well #2 at the Water Treatment Plant as part of Well and Pump Maintenance as outlined in the current budget.

EXPLANATION OF TOPIC: The #2 Well pump has been pulled for investigatory purposes and video camera inspected to determine course of action to rehabilitate the well. Our contractor for well maintenance has determined the best course of action to likely produce up to 500 gallons per minute from the #2 well. This aggressive treatment process is being done to clean the screen that allows water to pass to the pump. The screen is salvageable and will need sonar jetting and chemical to increase production of the rebuilt pump. We have budgeted for the maintenance of all the well and this is phase one to the process of completing proper refurbishment to this well.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Quote from Northern Pump & Well to camera inspect and clean the screen for Well #2
- 1.2 Photos of well pump that is assigned to be refurbished

POSSIBLE COURSES OF ACTION: Approve/deny the purchase to video and clean the screen for well #2 at the Water Treatment Plant as per the proposal provided by Northern Pump & Supply for the amount of \$15,320.00 using account **592-556-931**.

SUGGESTED MOTIO	N:	
Motion by	, supported by	to approve the purchase
of cleaning and camera s	ervices for well #2 at the Water Trea	tment Plant for the amount of
\$15,320.00 under line ite	m 592-556-931 .	



City of South Lyon Attn: Doug Varney 23500 Dixboro Rd South Lyon, MI 48178

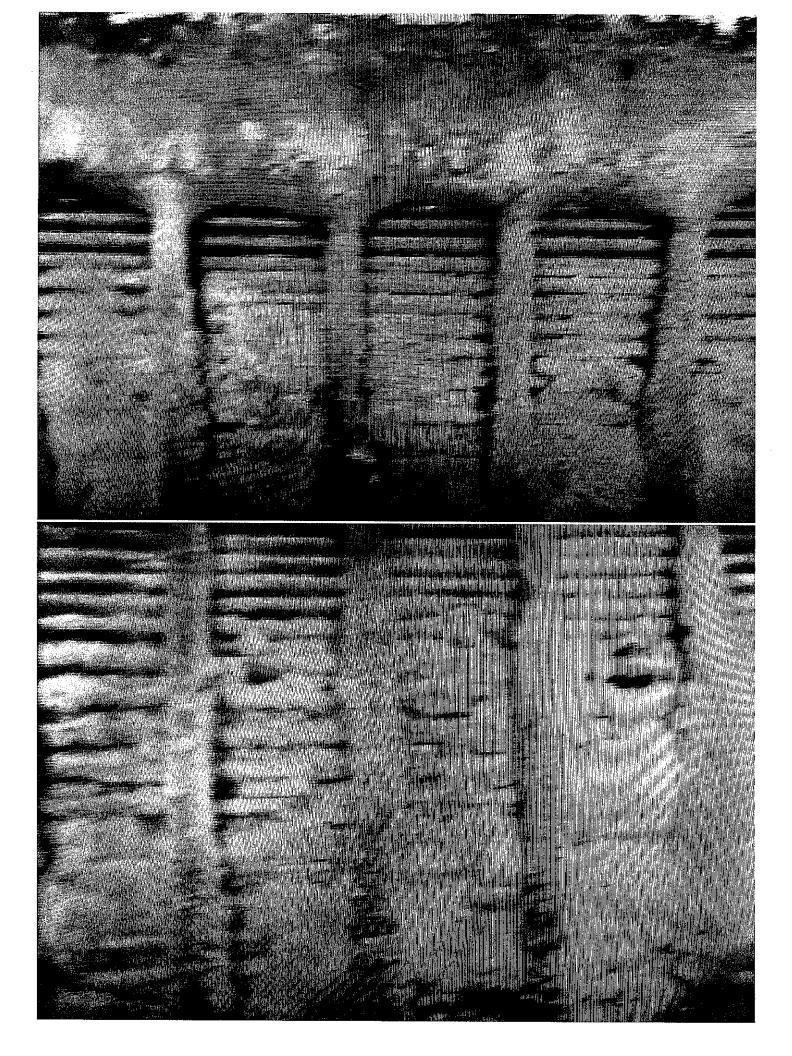
Proposal

Date	Proposal #
6/8/2021	21-Q2308B

Description	Qty	Rate	Total
Thank you for the opportunity to present you with this proposal for the repair of your number 2 well and pump.	our		
* The following quote is in addition to signed quote 21-Q2308 for \$3,930.00. *			
Well Cleaning: Airlift materials from well. Sonar Jet well, Airlift well again, inject	1	14,120.00	14,120.00
Video Log after cleaning	1	1,200.00	1,200.00
Signature: Date:* If this proposal meets your approval, please sign / date and return to fax number:1-517-322-0135			
NOTE: Should conditions change and/or any additional work be required, beyond the original scope of this project, our standard hourly rates will apply. Northern Pu & Well will consult with you prior to the additional work being performed.	l Jimp		
•			
If you have any question please feel free to call 877-477-1757 or	Total		\$15,320.00

Attachment 1.2 / Well #2 Camera prior to cleaning

Still photo screen grabs from the camera footage taken in the initial assessment by Northern Pump & Well. The following photos represent the 94ish foot mark of the camera's decent into well #2. This is where the screen portion of the well begins and continues for approximately 20 feet. The videography clearly shows the screen is almost completely restricted. Each photo is in sequence until approx. depth of 96 feet as shown on the upper left of the last few pics. The fifth photo in the sequence shows the camera head tilted down to provide a different view of the screen portion of the well.







OAKLAND COUNTY ECONOMIC OUTLOOK

2021-2023







To a person, Oakland County demonstrated its resilience, collaborative spirit and innovation during these past 15 months, as we charted a course through an unprecedented global pandemic. I am grateful that our Oakland County leaders and employees did not hesitate to answer the call and demonstrate the important role of local county government during these trying times. Our county is comprised of more than 1.2 million residents and 42,000 businesses that generate more than 20 percent of Michigan's gross domestic product. Maintaining a healthy economy in Oakland County is not only a key goal for us, but also provides an essential contribution to the fiscal well-being of the region and state.

Oakland County received more than \$257 million in funding from the federal and state governments to manage through the pandemic. My administration along with the County Board of Commissioners prioritized the aid and distributed the funding with the largest portion dedicated to communities and families; closely followed by funding for businesses and workers; and, finally, to support county COVID-19 operations.

Oakland County leaned in to provide support to make certain our residents had the resources they needed to survive. Through funding to local municipalities, public schools, libraries, senior centers, veteran service organizations, and community centers, we worked to ensure services and support systems were accessible virtually and/or in person. Emergency funds for rent, mortgage, utilities and food assistance also were made available to veterans and their dependents, as well as citizens negatively impacted financially by COVID-19.

Nearly \$90 million in support was directed to the business community for those seriously impacted by the pandemic through a variety of initiatives, including:

 A series of five small business grant programs that provided direct financial support to small businesses, in the early days of the pandemic through the winter of 2021, ranging from the retail and hospitality industries to manufacturing, business services, and wholesale.

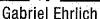
 Grant programs were developed to support manufacturing companies to retool and use advanced manufacturing processes to provide PPE and improve the region's ability to respond to future supply chain disruptions.

 15,000 reopen kits were created to help small businesses access hard to find PPE and cleaning supplies needed to safely open to the public.

We are not fully recovered in Oakland County and there is more work that still needs to be done. But, we have a strategic plan, collaborative partners, American Rescue Plan aid, and an awesome team that led one of the most robust economic grant programs in the country. We are positioned to thrive in the months ahead.

2021-2023







Donald Grimes

PRESENTED BY

Dr. Gabriel M. Ehrlich and Donald R. Grimes University of Michigan

JUNE 2021

OVERVIEW OF CONTENTS

- The Distribution of Economic Prosperity in Oakland County
- Comparisons with Oakland's Peer Counties
- COVID-19's Impact in the High-Frequency Data
- The U.S. Economic Outlook
- The Economic Outlook for Oakland County through 2023, including:
 - Inflation Rates and Local Unemployment
 - · Oakland Employment Growth Compared with Michigan's
 - · Employment Growth by Major Industry Division
 - Average Real Wages by Industry Groups

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This Economic Outlook Summary is available online beginning June 9, 2021 at:

AdvantageOakland.com Isa.umich.edu/econ/rsqe

Research Seminar in Quantitative Economics (RSQE)

The Research Seminar in Quantitative Economics (RSQE) is a modeling and forecasting unit that has been in operation at the University of Michigan since 1952. Four times per year, RSQE provides forecasts of both the U.S. economy and the Michigan economy. RSQE hosts the University of Michigan's Annual Economic Outlook Conference, the longest running such event in the U.S., in Ann Arbor each November. RSQE has twice received the prestigious Blue Chip Annual Economic Forecasting Award (AEFA) recognizing "accuracy, timeliness, and professionalism" in economic forecasting.

Dr. Gabriel M. Ehrlich

received his Ph.D. in economics from the University of Michigan. He is the director of the University's Research Seminar in Quantitative Economics (RSQE). His research focuses on macroeconomics and urban and regional economics. His work has been published in the New England Journal of Medicine, the Review of Economics and Statistics, the Journal of Urban Economics, and the Journal of Health Politics, Policy and Law.

Prior to joining RSQE, Dr. Ehrlich worked in the Financial Analysis Division at the Congressional Budget Office (CBO), where he forecast interest rates and conducted analysis on monetary policy and the mortgage finance system. He earned his undergraduate degrees in finance and economics at the University of Maryland.

Dr. Ehrlich testifies twice per year to the state legislature on Michigan's fiscal and economic outlook. He recently coauthored The United States Economic Outlook for 2021–2022 and The Michigan Economic Outlook for 2021–2022.

Donald R. Grimes

received his master's degree in economics from the University of Michigan. He is a senior research area specialist at the University's Research Seminar in Quantitative Economics (RSQE). His primary research interests are in labor economics and economic forecasting.

For 40 years, he has been engaged in economic forecasting for state and local governments and is frequently called upon for policy advice. He has worked for many years with the Michigan departments of Transportation and Treasury and the Michigan Economic Development Corporation on policy analysis and evaluating economic strategies. He is co-director of a project to generate long-term economic and demographic projections for all of the counties of Michigan. His past research includes a study looking at Michigan's industrial structure with a view to identifying sectors that will promote economic growth in the future.

His work has been published recently in the Economic Development Quarterly, the New England Journal of Medicine, and the Journal of Health Politics, Policy and Law. He recently coauthored The Michigan Economic Outlook for 2021–2022,

Dr. Michael R. McWilliams

is the Michigan Forecasting Specialist at the Research Seminar in Quantitative Economics (RSQE) at the University of Michigan. He earned his Ph.D. in economics from the University of Michigan, and he has also received an M.Sc. in economics from the London School of Economics and Political Science. At RSQE, Michael assists with forecasts of the Michigan economy and leads the development of state tax revenue projections. He recently coauthored The Michigan Economic Outlook for 2021–2022.

Michael's personal research focuses on a range of topics in environmental and natural resource economics, including land use change and its causes and environmental consequences, regulation of light-duty vehicles, and the impact of the ethanol mandates. His work has been published in the Proceedings of the National Academy of Sciences and Energy Policy. During his graduate study, Michael interned at the U.S. Environmental Protection Agency, Office of Transportation and Air Quality.

Jacob T. Burton

is an economist at the University of Michigan's Research Seminar in Quantitative Economics (RSQE), where he contributes to the Michigan and U.S. forecasts four times per year. He recently finished his master's degree in applied economics from Eastern Michigan University. He coauthored The United States Economic Outlook for 2021–2022 and The Michigan Economic Outlook for 2021–2022. His primary fields of interests are in economic forecasting and energy economics.

Tina Dhariwal

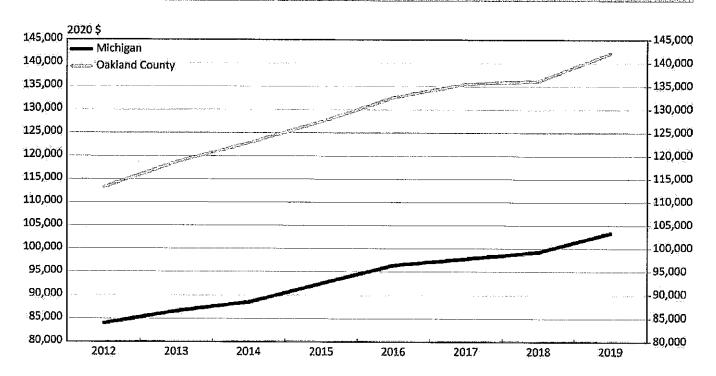
received her master's degree in economics from the University of Wisconsin-Madison. She is a research area specialist associate at Research Seminar in Quantitative Economics (RSQE) at the University of Michigan. She contributes to the U.S. forecast four times per year and recently coauthored The United States Economic Outlook for 2021–2022. Her primary fields of interests are macroeconomics and development economics.

Owen Kay

is a current PhD Student in Economics and Public Policy at the University of Michigan and a Graduate Student Research Assistant with the University of Michigan's Research Seminar in Quantitative Economics (RSQE). His research interests are in public, urban, and energy economics. Before coming to the University of Michigan, he received a B.A. in economics and physics from Williams College and worked at the Federal Reserve Board of Governors.

Figure 1

Average Adjusted Three-Person Equivalent Household Income, MI vs Oakland

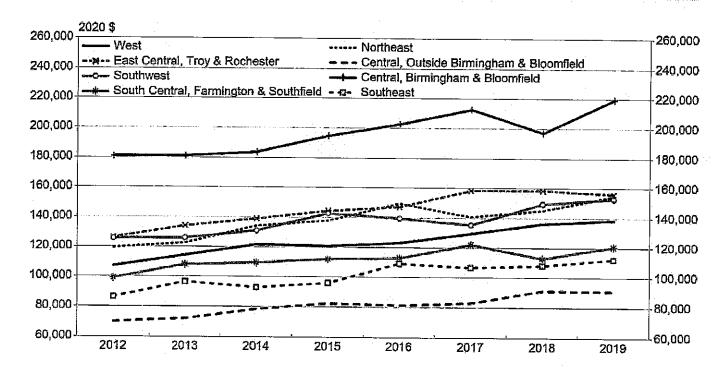


- Although it is well-known that Oakland County has a prosperous economy, we often receive questions about how widely distributed the County's prosperity is across geographical areas and demographic groups. We have examined these topics in detail for this year's forecast.
- Figure 1 shows average household income for residents of Oakland County compared to residents in Michigan for the years 2012 to 2019.
- The average income measure shown is adjusted for household size and differences in cost of living in different parts of the state as described in our report for the Southeast Michigan Council of Governments, Evaluating Shared Prosperity in Southeast Michigan, 2012-2018, with minor modifications.
- All income figures have also been adjusted to be expressed in 2020 inflation-adjusted dollars.
- Average adjusted household income in Oakland County is significantly higher than in Michigan overall, reflecting Oakland's relative prosperity.

- In 2019, the average three-person equivalent household income in Oakland County (\$142,000) was almost \$40,000 higher than the comparable income for the state of Michigan (\$103,000).
- Average adjusted household income growth between 2012 and 2019 was similar in Oakland County and in Michigan. In Oakland County, average adjusted incomes grew by one-quarter, from \$113,000 to \$142,000. In Michigan, average adjusted incomes also grew by onequarter, from \$84,000 to \$103,000.
- We use the BEA's Regional Price Parity index to adjust household incomes for local costs of living, but do not adjust for differences in housing costs within Metropolitan Statistical Areas, as we did in our report for the Southeast Michigan Council of Governments.

Figure 2

Average Adjusted Three-Person Equivalent Household Income, Oakland PUMAs



- Figure 2 shows the average adjusted income from 2012–2019 for Oakland County's eight Public Use Microdata Areas (PUMAs) designated by the U.S. Census Bureau.
- Appendix C at the end of this booklet contains a map displaying Oakland's eight PUMA regions.
- Oakland County ranks among the most affluent areas in Michigan and the country. The four highest income PUMA regions in Oakland County had higher average adjusted household incomes than any other PUMA region in Michigan outside of Oakland County.
- Oakland County's most prosperous PUMA region, Central, Birmingham & Bloomfield, had one of the highest adjusted incomes in the country. In 2019, it ranked 17th out of more than 2,300 PUMAs nationwide.

- Despite Oakland County's overall prosperity, there are large geographic disparities within the county.
- Oakland's least prosperous PUMA region is the Central, Outside Birmingham and Bloomfield region, which includes most of Pontiac and Auburn Hills. This region's average adjusted household income was well below the statewide average and significantly less than half the average income in the neighboring Central, Birmingham and Bloomfield region.
- Average adjusted household incomes grew at a similar rate in Oakland's eight PUMA regions between 2012 and 2019. In each region, average incomes grew between 20 and 30 percent cumulatively during that time period.

Table 1
Population in Lower-, Middle-, and Upper-Income Households, Oakland vs MI

<u>l</u>	ower-Income Popula	ation Middle-Income Po	pulation Upper-Inc	come Population
Michigan				· · · · · · · · · · · · · · · · · · ·
All Race/Ethnicity	28%	53%		19%
Hispanic	41%	46%		13%
Non-Hispanic Asian	21%	49%	A STATE OF THE STA	30%
Non-Hispanic Black	47%	42%	namine and constraint for popular as we can be a second on the	11%
Non-Hispanic White	23%	57%		20%
Oakland County				
All Race/Ethnicity	18%			32%
Hispanic	27%	50%		23%
Non-Hispanic Asian	13%	43%		43%
Non-Hispanic Black	33%	56%		11%
Non-Hispanic White	14%	5176		35%

Note: some totals do not sum to 100 percent because of rounding.

- Table 1 shows the share of Michigan and Oakland County residents we classify as living in lower-, middle-, and upper-income households.
- We define the threshold between lower- and middle-income households to be two-thirds the median three-person equivalent household income in the United States, adjusted for local cost of living and household size. We define the threshold between middle- and upper-income households to be twice the adjusted national median income.
- In areas where the cost of living is equal to the national average, we classify a three-person household as middle income if it had a household income between \$51,000 and \$153,000 in 2019. The range was \$41,600 to \$124,900 for a two-person household and \$29,400 to \$88,300 for a single-person household. Those thresholds are 7.7 percent lower in Michigan and 4.7 percent lower in Oakland County, reflecting the Detroit MSA's lower cost of living.
- Oakland County's relatively high average incomes are reflected in fewer lower-income residents and more higher-income residents compared to the statewide average.

- Only 18 percent of Oakland County residents live in lower-income households, compared to 28 percent of Michigan residents. Conversely, 32 percent of Oakland County residents lived in upper-income households, compared to only 19 percent of Michigan residents.
- However, the sharp economic disparities along racial and ethnic lines that exist at the state level are also present in Oakland County. Although only 13 percent of Non-Hispanic Asian and 14 percent of Non-Hispanic White residents live in lower-income households, 27 percent of Hispanic and 33 percent of Non-Hispanic Black residents do so.
- Non-Hispanic Black residents of Oakland County are much more likely to live in middle-income households and much less likely to live in lower-income households than in Michigan overall. They are not any likelier to live in upper-income households, however.
- Hispanic residents of Oakland County are roughly equally likely to live in upper-income or lower-income households. In Michigan overall, there are approximately three times as many Hispanic residents living in lower-income households than in upper-income households.

Table 2

Oakland County Compared with its Peers*

County	State	Population 2019	Associate's Degree or More	Child Poverty	Median Family Income**	High-Income Persons Aged 65 or Older	Managerial, Professional	Sum of Rankings	Rank of Sum
Fairfax	VA	1,147,532	1	1	5	1	1	9	1
Montgomery	MD	1,050,688	2	3	9	2	4	20	2
Bergen	NJ	932,202	13	8	1	4	5	31	3
Wake	NC	1,111,761	7	4	7	14	3	35	4
Collin	TX	1,034,730	9	5	3	13	7	37	5
DuPage	L	922,921	3	13	4	9	· 9	38	6
Nassau	NY	1,356,924	8	14	2	5	12	41	7
Westchester	NY	967,506	14	10	10	6	8	48	
Oakland	MI	1,257,584	6	9	8	17	10	50	9
Hennepin	MN	1,265,843	10	7	15	16	6	54	10
Fulton	GA	1,063,937	4	2	33	15	2	.56	11
Fairfield	СТ	943,332	5	- 15	16	7	14	67	12
Travis	TX	1,273,954	11	6	22	10	11	60	13
Contra Costa	CA	1,153,526	17	18	12	3	17	67	14
Suffolk	NY	1,476,601	16	19	6	8	21	70	15
St. Louis	MO	994,205	12	12	17	20	15	76	16
Allegheny	PA	1,216,045	15	11	23	27	13	89	17
Mecklenburg	NC	1,110,356	19	17	21	24	16	.03 97	16
Honolulu	Н	974,563	24	30	11	11	22	98	
Salt Lake	ហា	1,160,437	18	22	13	22	25	100	19 20
Prince George's	MD	909,327	21	24	18	12	29	104	
Franklin	OH	1,316,756	20	16	29	25	29 18	: gl/4/5 !	21
Gwinnett	GA	936,250	25	27	20	23 23	19	108	22
Pinellas	FL	974,996	26	20	20 19	29 29		114	23
Erie	NY	918,702	<u>22</u>	21	31	29 30	27	121	24 05
Pierce	WA	904,980	23	37	14	18	20	124	25
Palm Beach	FL	1,496,770	36	29	25		34	126	26
Sacramento	CA	1,552,058	28	28	25	19 21	23	132	27
Hillsborough	FL	1,471,968	23 31	25 25			32	133	28
Orange	FL	1,393,452	34	23 33	28	35	26	145	29
Cuyahoga	ОH	1,235,072	27	23	26	31	24	148	30
Pima	AZ.	1,047,279	29	23 32	34	36	28	148	30
Duval	FL	957,755	23 33		27	26	36	150	32
Mwaukee	: WI			35 34	30	32	30	160	33
Shelby	TN	945,726 937,166	35 30	31 26	35 36	34	31	166	34
Marion	IN IN		30 ee	36	36	28	37	167	35
Philadelphia	PA	964,582	32 30	34 36	32	38	33	169	36
Fresno		1,584,064	39	26	39	39	35	178	37
	CA	999,101	37	38	38	33	38	184	38
Kem D	CA	900,202	38	39	37	37	40	191	39
Bronx	NY	1,418,207 tates with a popu	40	40	40	40	39	199	40

^{*}All counties in the United States with a population between 900,000 and 1,600,000 in 2019

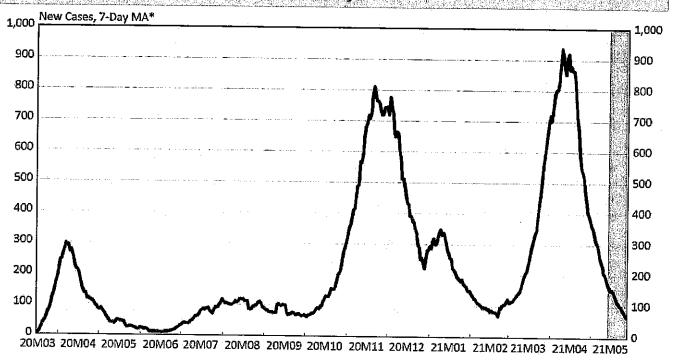
^{**}Adjusted for cost of living

Source: American Community Survey 2019. Census Bureau Population Estimates, March 2021.

- Comparing Oakland County's economic foundation to its peer counties' helps us assess the county's prospects going forward.
- We ranked Oakland County and 39 other counties of similar size in the United States on a series of measures that we consider to be indicative of economic prospects for the future. (The data underlying the rankings are provided in appendix B.)
- We considered all counties in the United States with populations between 900,000 and 1.6 million in 2019, when Oakland's population was 1.26 million. This group contains many of the most prosperous counties in the nation.
- A lower number for the rank indicates a better position among the counties; that is, a rank of 1 is best and 40 is worst. Oakland County ranks between 6 and 17 across the five measures.
- In Table 2, we calculate an overall ranking for each of the 40 counties by summing their rankings across the five measures.
- Oakland ranks 9th overall among this group of counties. We believe that Oakland's top-ten ranking reflects its solid economic foundation, which augurs well for its future prospects.

- The five measures we consider are: (1) educational attainment—the share of the population aged 25 to 64 with at least an associate's degree in 2019; (2) child poverty—the share of the population aged 17 and under who lived within families whose income was below the poverty level in 2019; (3) median family income adjusted for the local cost of living in 2019; (4) high-income seniors—the share of persons aged 65 and older with income at least five times the poverty line in 2019; and (5) professional occupations—the share of employed county residents working in professional and managerial occupations in 2019.
- Oakland is especially noteworthy for its share of residents with an associate's degree or more, where it ranks 6th; its median family income adjusted for the cost of living, where it ranks 8th; and its share of residents employed in professional and managerial occupations, where it ranks 10th.
- Oakland's lowest ranking came in the share of high-income seniors, but the county's ranking of 17th still placed it within the top half of its peers.
- Oakland's high education levels, strong family incomes, and large share of managerial and professional jobs put the county in a strong position to rebound from the economic hardship resulting from the COVID-19 pandemic.

Figure 3
New Cases of GOVID-19 in Oakland County



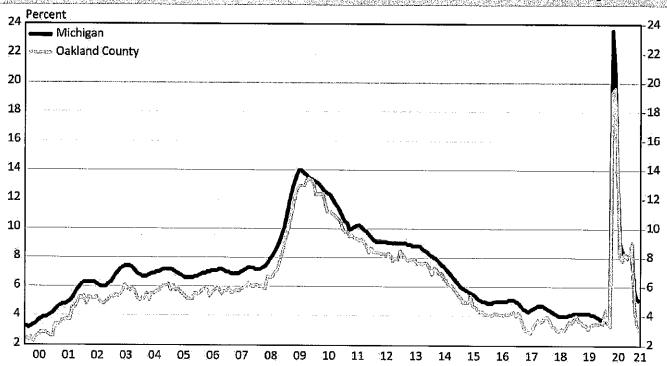
Source: Oakland County Dashboard as of 05/27/2021

*Data in shaded area is more likely to be revised

- Figure 3 displays the seven-day moving average of new COVID-19 cases in Oakland County. The future path of the pandemic and the success in vaccinating the population will play the most important role in determining how quickly the local economy recovers.
- New cases of COVID-19 in Oakland County peaked at 937 on April 8th, before declining to below 100 per day by late May.
- While we are optimistic that the current downward trajectory of the pandemic will continue, the pace of COVID-19 vaccines has been slowing down recently.
- The state of Michigan administered 676,054 doses the week ending April 10th, just before the pause of the Johnson & Johnson vaccine. The pace of vaccinations has declined since then. Michigan administered only 314,464 doses the week ending May 22nd.

- As of May 27th, the statewide vaccination rate stood at 58.5% of the population aged 16 years or more. Oakland County residents have received vaccinations at a higher rate than the state average, with 65.4 percent of residents having at least one dose administered.
- Despite the substantial recent slowdown in the pace of vaccinations, we remain optimistic that sufficient numbers of the reluctant and harderto-reach populations will be vaccinated for the state to achieve herd immunity by late summer or early fall.
- The state currently expects to end all broadbased restrictions on economic activity on July 1st. We expect the COVID-19 pandemic to diminish to a second- or third-order influence on the economic outlook by this fall.

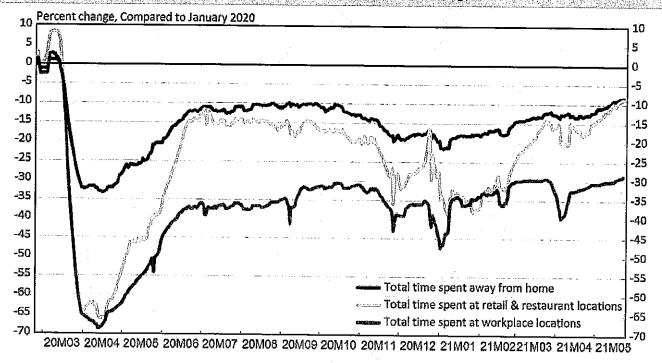
Figure 4
Seasonally Adjusted Unemployment Rate in Michigan and Oakland County



- Figure 4 shows the seasonally adjusted unemployment rates in Michigan and Oakland County. Oakland's unemployment rate peaked at 19.6 percent in May 2020, but it fell to 8.1 percent by July as the economy began to reopen.
- The unemployment rate in Oakland hovered between 7.8 percent and 8.3 percent from July to November 2020 and increased to 9 percent in December as the state's second wave of COVID-19 picked up.
- Oakland's unemployment rate dropped all the way to 4.7 percent in January 2021, and it has continued to decline since then. The unemployment rate in Oakland stood at 3.1 percent as of March, the most recent month for which data was available when we produced this forecast.
- The has been a very difficult time to gather the data that goes into local area unemployment estimates. Therefore, we believe that the local unemployment rate should be interpreted with caution.

- In particular, we do not believe the current low unemployment readings reflects the extent of slack in the county's labor market. We believe that many people who are currently out of the labor force will return to the labor force this summer and fall.
- We believe the count of employed persons provides a more realistic estimate of where Oakland County's economic recovery currently stands.
- Employment among residents of Oakland County declined by almost 28 percent from March to April 2020. By March 2021, though, the county's household employment count had recovered to only 5.3 percent below its March 2020 level.
- Although there is much more work to be done, the recovery so far illustrates the great strides that the county has made in combating the COIVD-19 pandemic.

Figure 5
Total Time Spent at Various Locations in Oakland County

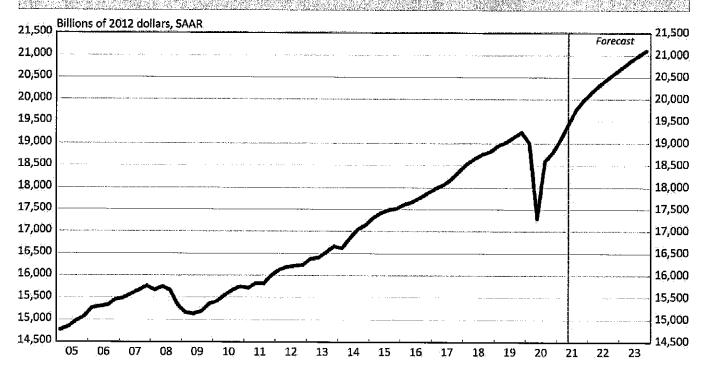


Source: Google's COVID-19 Community Mobility Reports via Opportunity Insights

- Figure 5 displays the amount of time spent at various locations in Oakland County as measured by Google's COVID-19 Community Mobility Report. Total time spent away from the home decreased by 32 percent from January to March 2020.
- Trips to workplace locations declined by almost 70 percent among substantial job losses and furloughs, as well as a shift to remote work for those fortunate enough. Time spent at workplace locations recovered to 30 percent lower than its January average by fall of 2020, before dipping again in November and December amid the state's second wave of COVID-19.
- Time spent at workplace locations has now recovered from its end-of-2020 decline, but it remains well below its pre-pandemic level. It has averaged approximately 30 percent below its January 2020 level so far this May.

- Time spent at retail and restaurant locations recovered more quickly in Spring 2020 than time spent at workplace locations, as outdoor activities became widely available in the summer. Time spent at retail and restaurants dipped more sharply during Michigan's second wave of COVID-19 in the late fall and winter, but it has since recovered from that decline.
- So far in May, time spent at retail and restaurant locations in Oakland County has been approximately 11 percent lower than in January 2020, but it has been rising sharply during the month.
- As of May 22nd, the total time spent away from home was about 8 percent below its January 2020 levels. We expect that the total time spent away from home will continue to recover as the public health situation improves, more people become vaccinated, and additional restrictions on activities are lifted.

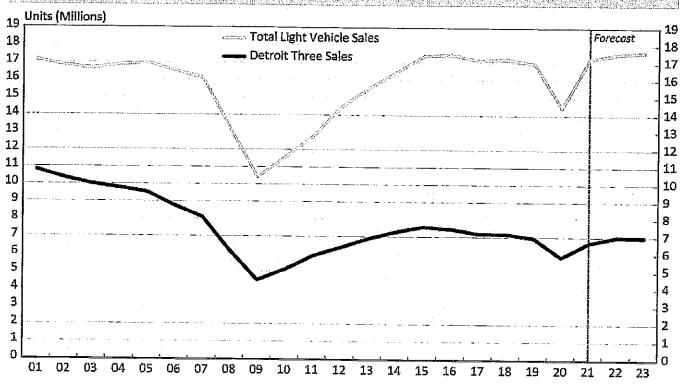
Figure 6
U.S. Real GDP



- Oakland County's economic future is closely tied to the overall health of the national economy. The health of both economies in turn depends strongly on the public health situation and the overall pace of COVID-19 vaccinations.
- Real GDP grew at a 6.4 percent annualized pace in the first quarter of 2021, led by strong growth of consumption spending and with help from residential and business fixed investment.
- The first quarter's expansion followed annualized growth of 4.3 percent in the fourth quarter of 2020 and 33.4 percent in the third quarter after a plunge of 31.4 percent in the second quarter of 2020.
- We anticipate annualized real GDP growth to top 7 percent in each of the next two quarters, with consumption and inventory rebuilding accounting for most of this growth. The annualized quarterly growth pace remains above 3.0 percent through the first half of 2022, but then tapers off to 2.2 percent by the end of 2023.
- On a calendar year average basis, we forecast real GDP to grow by 6.2 percent from 2020 to 2021 after falling by 3.5 percent in 2020.

- The level of real GDP is projected to exceed its pre-pandemic peak during the second quarter of 2021, completing a V-shaped recovery. By the end of 2021, economic output is projected to catch up with the pre-pandemic growth trajectory.
- We expect the pace of the recovery to slow in 2022 and 2023. We forecast annual real GDP growth to register 4.2 percent in 2022 and 2.7 percent in 2023.
- We expect that a \$2.4 trillion spending package (over a 10-year period) will pass Congress this fall via reconciliation, with the start of the most consequential tax policy changes being delayed until fiscal year 2023.
- The Federal Reserve has been extremely accommodative for more than a year. We expect
 the Fed to succeed in its goal of letting inflation
 run above 2 percent for some time to "make up"
 for previous shortfalls. We believe the Fed will
 taper its purchases of mortgages and other assets this year and will wait until mid-2023 to
 raise rates.

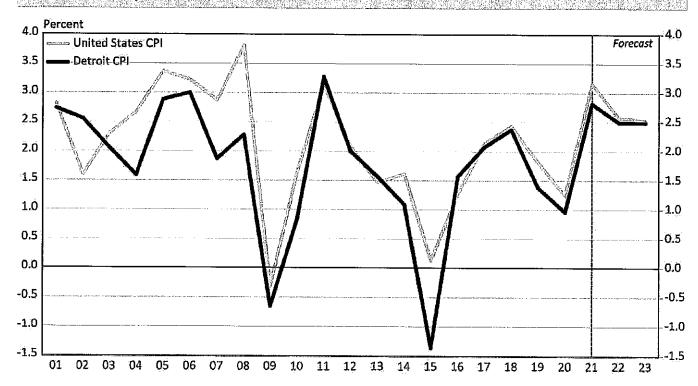
Figure 7
U.S. and Detroit Three Light Vehicle Sales



- Total national light vehicle sales fell from 17 million units in 2019 to 14.4 million units in 2020, although most of that decline occurred in the initial months of the pandemic. Since then, brisk income growth and avoidance of public transportation have supercharged the demand for new and used vehicles.
- New light vehicle sales jumped to an 18.5million-unit annualized pace in April, the highest reading since 2005.
- The ongoing global silicon chip shortage has reportedly cost domestic automakers more than a million units of lost production. We expect vehicle demand to remain high, but sales will remain constrained by low levels of inventory at least until the third quarter of 2021, when the chip shortage begins to improve.
- Despite supply chain disruptions, we project that sales will reach 17.2 million units this year and surpass their prior all-time highs in 2022– 23.
- Rebuilding inventory, especially for trucks, will be challenging due to the lack of capacity. As a result, dealers may have to work with limited inventories for quite some time.

- We expect the light truck share of the total market to continue to grow, from 78 percent in the first quarter of 2021 to over 80 percent in 2023.
- The Detroit Three's share of the light vehicle market has fallen dramatically over the course of the pandemic, from 42.3 percent in the first quarter of 2020 to 38.2 percent in the first quarter of 2021.
- We project the Detroit Three's share of the light vehicle market to nudge up in the coming months, resulting in an average of 38.7 percent this year. The Detroit Three's share of the market rebounds further to 40 percent in 2022 and 39.6 percent in 2023.
- We forecast Detroit Three sales to total 6.7 million units this year, just below the 7 million unit pre-pandemic total of 2019. This year's sales would represent a 14.1 percent gain over the 5.9 million unit sales in 2020.
- In 2022 and 2023, we forecast Detroit Three light vehicle sales to climb to about 7 million units in both years, just a touch above the 2019 pre-pandemic total.

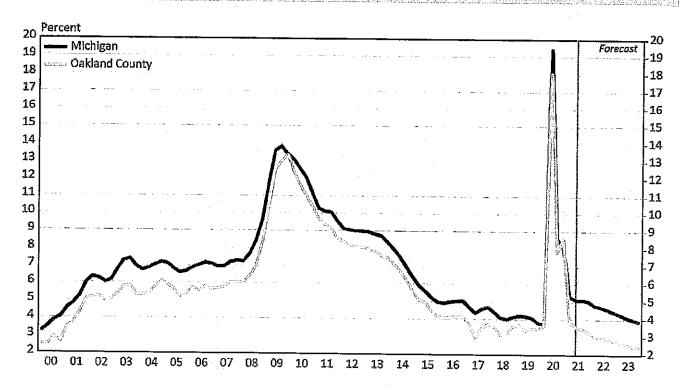
Figure 8
Inflation Rate, National and Detroit CPI



- We measure local inflation by the growth rate of the Detroit Consumer Price Index (CPI), as county-level consumer price data are not available.
- After slowing down in 2020, U.S. core CP! inflation picked up speed in early 2021, jumping by 3 percent year-over-year in April. At the same time, the recovery of gas prices from their drop in spring 2020 contributed to all-item U.S. CPI inflation of 4.2 percent, year-over-year.
- Supply chain disruptions and sharply higher input costs likely contributed to this increase.
 More than one-third of the spike came from a jump in used car and truck prices alone.
- We expect the Fed to allow inflation to run above 2 percent in the near term to "make up" for previous shortfalls. We believe the Fed will taper its purchases of mortgages and other assets this year, which will prove sufficient to keep inflation expectations anchored. The Fed will wait until mid-2023 to raise rates, responding to the tightening labor market.

- We believe that production will eventually catch up to meet the additional demand, dampening the inflationary impulse.
- We expect rapid growth and fiscal stimulus to drive labor and other input costs higher. An accommodative Fed and the recovery of energy prices will add to inflationary pressure in the short term. We forecast the all-item U.S. CPI to average 3.2 percent in 2021, 2.6 percent in 2022, and 2.5 percent in 2023.
- As with the nation overall, we expect local inflation to be higher over the next few years than
 we have seen in the recent past. We are forecasting local inflation of 2.8 percent this year
 and 2.6 percent in each of the next two years.
- The local inflation rate we are forecasting for this year would be the highest since 2011. For context, however, local inflation averaged 2.8 percent from 1990 through 2008.
- The period following the Great Recession has been a period of very low inflation. We do expect inflation to pick up over the next few years, but historically speaking, the inflation rates we are forecasting are not unusual.

Figure 9
Quanterly Unemployment Rate, Michigan vs Oakland County

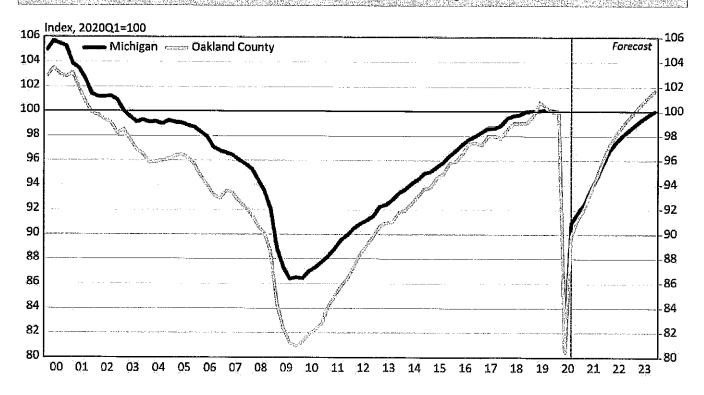


- Movements in Oakland County's unemployment rate tend to track movements in the statewide unemployment rate closely, but unemployment tends to run slightly lower in Oakland County.
- During the Great Recession, the unemployment rate in Michigan peaked at 13.8 percent in the third quarter of 2009, while in Oakland the rate peaked one quarter later, at 13.3 percent.
- The unemployment rate in both the state and county then gradually declined over the next nine years, reaching a low of 3.0 percent in Oakland County in the second quarter of 2017, when the unemployment rate in the state was 4.4 percent.
- That gap had largely closed by the first quarter of 2020, when the unemployment rate in Oakland County was 0.1 percent below the statewide rate (3.6 percent, and 3.7 percent, respectively).

- The COVID-19 recession caused the unemployment rate to jump to 19.4 percent in the state and 18.0 percent in Oakland County in the second quarter of 2020.
- Over the next three quarters, the unemployment rate fell almost as sharply as it increased, reaching 5.3 percent in the state and 3.9 percent in Oakland County by the first quarter of 2021.
- We forecast that the unemployment rate in the state and Oakland County will continue to decline through the end of 2023, with the rate of decline slightly faster in Oakland County.
- We expect the unemployment rate to reach 3.9 percent in Michigan and 2.4 percent in Oakland County by the end of 2023. Our forecasted unemployment rate at the end of 2023 would equal the previous record low unemployment rate in Oakland County, recorded in the fourth quarter of 1999.

Figure 10

Employment Indices for Michigan and Oakland County



- During Michigan's lost decade culminating in the Great Recession, Oakland County lost jobs at a faster rate than the state as a whole.
- Since the end of the Great Recession, employment in Oakland County has grown faster than in the state as a whole.
- Despite the strong recovery in jobs over the next decade, neither Oakland County nor the state of Michigan regained their 2000 employment levels by 2019. The jobs shortfall in Oakland (2.8 percent), however, was smaller than in the state as a whole (5.0 percent).
- The COVID-19 recession led employment in the state of Michigan to decline by 846,700 (19.1 percent) in the second quarter of 2020, while Oakland County lost 145,851 jobs (19.6 percent).

- Starting in the third quarter of 2020, the state and county began a strong rebound.
- By the first quarter of 2021, Michigan had recovered 60.3 percent of its initial pandemic job losses, and we estimate that Oakland County had recovered 59.5 percent.
- We are forecasting that the jobs recovery will continue over the next three years, at a slightly faster pace in the county than in the state.
- We expect Oakland County to return to its 2020q1 employment level in the first quarter of 2023 and to exceed that value by 1.7 percent at the end of 2023.
- We expect the state will return to its 2020q1 employment level a little later, in the fourth quarter of 2023.

Table 3
Forecast of Jobs in Oakland County by Major Industry Division, 2020–2023

·		Forecast Employment			Average Annual Wage	
	2019	2020	2021	2022	2023	2019\$
Total Jobs (Number of jobs)	746,298	673,218	700,742	733,299	751,650	63,708
(Arinual percentage change)	(1.3)	(-9.8)	(4.1)	(4.6)	(2.5)	
Total Government	45,359	43,091	42,722	44,050	44,446	55,802
Total Private	700,939	630,127	658,020	689,249	707,204	64, <u>22</u> 0
Full-Recovery Industries						
Utilities	1,527	1,523	1,508	1,537	1,559	127,103
Management of companies and	-	•	•	·	•	•
enterprises	18,892	18,589	19,065	20,543	21,639	119,051
Finance and insurance	39,220	41,155	42,378	43,527	44,395	100,547
Wholesale trade	37,850	35,784	36,982	38,032	38,532	98,156
Professional, scientific, and technical services	104,560	98,658	102,449	107,061	109,644	94,245
Construction	27,204	27,441	30,415	33,122	34,448	73,176
Other manufacturing	47,415	43,513	44,918	47,157	48,542	71,376
Transportation and warehousing	12,919	12,563	13,258	14,201	14,896	51,311
Private education	11,453	9,852	10,305	11,084	11,479	43,067
Natural resources and mining	880	915	941	961	982	45,007 37,299
Incomplete-Recovery Industries						•
Accomodation and food services	61,117	46,048	51,908	58,009	60,771	20.402
Refail trade	78,889	69,612	72,791	72,968	•	20,493
Other services	23,271	19,080	20,046	72,905 21,045	72,874	36,278
Arts, entertainment and recreation	11,245	6,590	6,927	-	21,729	37,464
Administrative support and waste	-	•	0,321	8,291	8,835	41,824
management	61,735	51,645	54,308	56,799	58,090	44,942
Private health and social services	107,133	97,706	99,960	103,569	106,550	52,591
Real estate and rental and leasing	16,969	15,344	15,350	15,930	16,357	56,692
Information	15,097	13,295	13,072	13,456	13,694	86,299
Transportation equipment (Motor	64 785		•	•		•
Vehicles & Parts) manufacturing	21,709	18,866	19,425	19,942	20,173	104,532
Unclassified	1,853	1,948	2,013	2,013	2,013	51,699
Addendum						
Unemployment Rate	3.5	9.5	3.6	2.9	2.6	

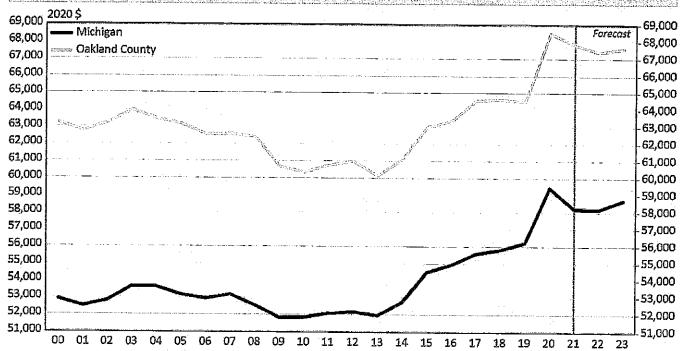
- On an annual average basis, employment in Oakland County declined by 9.8 percent in 2020. The number of jobs is expected to grow by 4.1 percent in 2021, 4.6 percent in 2022, and 2.5 percent in 2023. Oakland's average number of jobs in 2023 is forecast to exceed the 2019 level by 5,352.
- All of the net job gains in the county are forecast to occur in the private sector. Government, which includes public K-12 education as well as Oakland University and Oakland Community College, is forecast to lose 913 jobs between 2019 and 2023.
- In Table 3, we divide the major private sector industry groups into two types of industries, those that fully return to 2019 employment levels by 2023 and those that only partly regain 2019 employment levels. We have listed the "full-recovery" industries in descending order by their average wages in 2019, and we have listed the "incomplete-recovery" industries in descending order. Appendix D displays a full list of roughly 100 industries, organized by NAICS code.
- Table 3 shows that the full-recovery industries tend to be higher-paying (7 out of 10 have an average wage that is above the county average in 2019), while the incomplete-recovery industries are generally lower-paying (7 out of 9 have an average wage that is below the county average).
- The utilities industries pay very well, but they are relatively small and gain only 32 jobs between 2019 and 2023. Management of companies and enterprises lost only 303 jobs in 2020 as those companies successfully transitioned to working from home. Management employment is forecast to grow by 2,747 (14.5 percent) from 2019 to 2023.
- The finance and insurance industry gained jobs in 2020, and it is forecast to continue seeing steady job gains over the next three years. By 2023, finance and insurance is expected to employ 5,175 more workers than it did in 2019 (13.2 percent).
- Employment in professional and technical services declined by 5,902 in 2020, but we are expecting it to recover all of those job losses and more. Between 2019 and 2023, we expect professional services to grow by 5,084 jobs (4.9 percent)
- Within the professional services industry, we expect architectural and engineering services to see the largest job gains between 2019 and 2023 (3,704, or 9.2 percent).

- The construction industry gained 237 jobs in 2020, and we expect it to be the fastest-growing major industry in Oakland County over the next three years, adding 7,007 jobs between 2020 and 2023. A shortage of trained workers may limit those gains, though.
- The manufacturing sector outside of motor vehicle manufacturing is forecast to gain 1,127 jobs between 2019 and 2023, with the largest job gains in miscellaneous manufacturing, which includes medical equipment (732), chemicals and pharmaceuticals (543) and plastics (464).
- Transportation and warehousing is forecast to grow by 1,977 jobs (15.3 percent) as e-commerce continues to grow.
- All of the incomplete-recovery industries suffered a sharp decline in jobs in 2020. Employment in accommodations and food services declined by 24.7 percent, with the greatest job losses in accommodations and full-service restaurants. The industry enjoys a strong rebound over the next three years, but still falls slightly short of 2019 employment levels in 2023.
- The retail trade industry lost 9,277 jobs (11.8 percent) in 2020. We expect it will recover about one-third of those jobs in 2021 (3,179), but that employment will then flatten out. We do not expect that retail trade will return to 2019 employment levels in the foreseeable future.
- Private health and social services lost 9,427 jobs (8.8 percent) in 2020 as individuals deferred medical care. We anticipate that almost all of these job losses will be recovered over the next three years. Local hospitals, however, are expected to employ 1,800 fewer people in 2023 than they did in 2019.
- Information services are expected to add only 399
 jobs (3.0 percent) over the next three years, as job
 losses in newspapers and telecommunications
 mostly offset job gains in software publishing and
 data processing.
- Employment in the local motor vehicle and parts manufacturing industry fell by 2,842 jobs (13.1 percent) in 2020. We believe it will recover 46 percent of those job losses over the next three years (1,307). Like retail trade, the local motor vehicle manufacturing industry may never return to 2019 employment levels.

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Figure 11

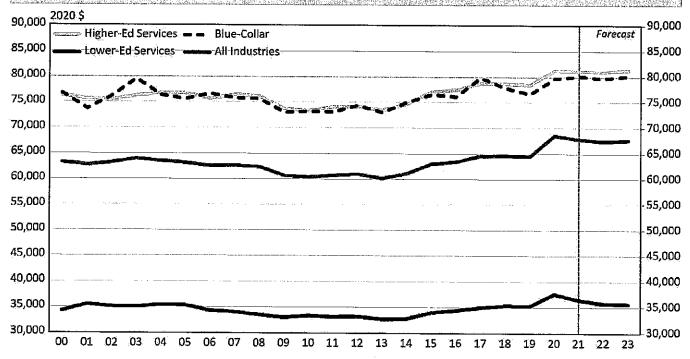
Average Real Wage in Oakland County and Michigan



- Figure 11 shows the average real wage for all workers in Oakland County and Michigan from 2000 to 2023, adjusted for inflation to be expressed in 2020 dollars.
- The average real wage in Oakland County has consistently run about 15 percent higher than in the state of Michigan.
- Both Oakland County and Michigan overall saw a large jump in average real wages during last year's pandemic recession. Real wages grew by 6.2 percent in Oakland County and by 5.8 percent statewide. Those were the largest single-year increases in real wages on record.
- The jump in average wages last year represented the disproportionate loss of lower-paying jobs relative to higher-paying jobs caused by the COVID-19 pandemic. Few individual workers experienced wage increases of that magnitude.

- As the economy recovers from the pandemic, we expect employment among lower-income workers to increase more quickly than among higher-income workers. The mix between higher- and lower-income jobs thus returns closer to pre-pandemic levels.
- We forecast that composition effect to lead average real wages to decline temporarily both in Oakland County and in Michigan. Real wages fall by 1.6 percent from 2020 to 2022 in Oakland County and by 2.1 percent statewide.
- Average real wages start to pick back up in 2023, rising by 1.0 percent statewide and by 0.3 percent in Oakland County.
- Real wages are forecast to average \$67,600 in Oakland and \$58,700 in Michigan by 2023. Thus, despite the near-term pull-back we are forecasting, Oakland County's average real wage in 2023 will stand 4.8 percent above 2019 levels. Average real wages statewide will stand 4.5 percent higher than their 2019 level.

Figure 12
Average Real Wage in Oakland County by Selected Industries

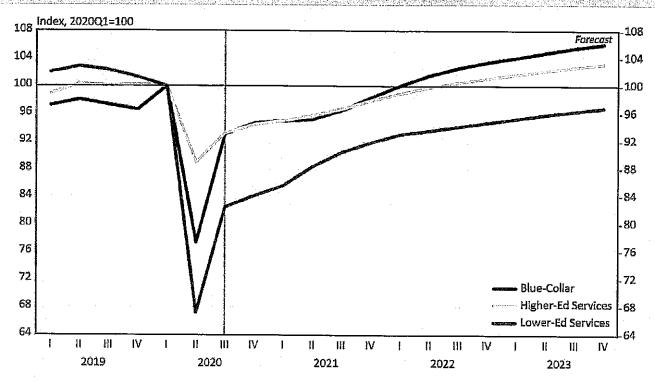


- Figure 12 shows the average wage in Oakland County for three industry categories. The first category comprises traditional blue-collar industries; the second category comprises serviceproviding industries that tend to employ highlyeducated workers, which we call highereducation service industries; and the third category comprises service-providing industries that tend to employ less well-educated workers, which we call lower-education service industries
- Average wages in the blue-collar and highereducation services industries are about twice as high as wages in the lower-education services industries.
- The 2020 pandemic recession caused a spike in average wages in all three industry groups: 4.0 percent in the blue-collar industries, 3.6 percent in the higher-education services industries, and 6.7 percent in the lower-education services industries.

- The relatively large increase in wages in the lower-education services industries reflects the fact that, even within this generally lowerpaying industry group, it was the lowest-paid industries (arts and recreation and accommodations and food services) that lost the greatest share of jobs in 2020.
- The real average wage declines in 2021 and 2022 for the lower- and higher-education services industries as inflation picks up and lowerwage workers return to the job. In the bluecollar industries, the real average wage increases in 2021 but decreases in 2022.
- By 2023, real wages are expected to stand around 4.6 percent higher than their 2019 levels in the blue-collar industries, 3.7 percent higher in the higher-education services industries, and 1.1 percent higher in the lowereducation services industries.

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Figure 13
Employment Indices in Oakland County by Selected Industries



- Figure 13 shows the recent history and our forecast
 of employment in the blue-collar industries, higher education services industries, and lower-education
 services industries in Oakland County between 2019
 and 2023. The graph is indexed so that the level of
 employment in each industry group is equal to 100 in
 the first quarter of 2020.
- Blue-collar employment in Oakland County dropped by 22.7 percent in the second quarter of 2020. Employment in Oakland's blue-collar industries recovered nearly 70 percent of those losses in the third quarter. We estimate that by the fourth quarter, Oakland's blue-collar industries had recovered more than three-quarters of their initial pandemic job losses.
- Blue-collar employment is forecast to continue recovering in 2021, reaching its pre-pandemic level in the second quarter of 2022. By the end of our forecast period in the fourth quarter of 2023, employment in the blue-collar industries exceeds its prepandemic level by 6.1 percent.
- Among Oakland County's blue-collar industries, construction and wholesale trade, transportation, and utilities are both forecast to enjoy strong job gains.

- Employment in Oakland County's higher-education services industries declined by 11 percent in the second quarter of 2020. Although the initial employment decline was smaller than in the blue-collar industries, the recovery to-date has not been as vigorous. We estimate that the higher-education services industries had recovered just under one-half of their secondquarter job losses by the fourth quarter of 2020.
- Higher-education services industry employment is expected to grow in Oakland County over our forecast period. However, the rebound is expected to proceed at a more moderate pace than in the blue-collar industries. We expect the higher-education services industries in Oakland County to reach their prepandemic level of employment in the third quarter of 2022. By the fourth quarter of 2023, employment in higher-education services industries is forecast to exceed the pre-pandemic level by 3.2 percent.
- The recovery in the higher-education services industries should be boosted by the widespread return of full-time, in-person K-12 and higher education this fall. The return of the healthcare industry to more normal operations should also boost employment in the higher-education services industries.
- The impact of the 2020 pandemic recession has been the most severe for Oakland County's lowereducation services industries. In the second quarter of 2020, employment in these industries declined by 32.8 percent, or nearly one-third. We estimate that the lower-education services industries recovered just over half of those job losses by the fourth quarter of the year.

- We expect healthy job growth in the lower-education services industries through 2023, but the reality is that these industries are currently still in a deep jobs hole. Many businesses in these industries have closed during the pandemic. It will take time for new businesses to open and for new patterns of consumer behavior to be established. Additionally, the headwinds facing the retail trade industry prior to the pandemic remain in place. With those factors in mind, we forecast employment in these industries to remain 3.1 percent short of its pre-pandemic level at the end of our forecast period in the fourth quarter of 2023.
- Oakland County's leisure and hospitality, administrative support and waste management, and other services industries all experience strong growth during our forecast period. The county's retail trade industry is forecast to perform better than statewide, but we believe that the job losses in retail during the pandemic are largely here to stay, even in Oakland County.
- As shown in Figure 12, average wages in the bluecollar and higher-education services industries are more than two times higher than average wages in the lower-education services industries. Therefore, the uneven employment recovery we are forecasting threatens to increase income inequality in Oakland County as it recovers from COVID-19.

Appendix A Review of the Forecast

Year of Forecast	% Forecast Error for Total Private Jobs	Year of Forecast	% Forecast Error for Total Private Jobs	Year of Forecast	% Forecast Error for Total Private Jobs
1986	+ 1.4	1998	+ 1.3	2010	- 1.7
1987	+ 0.7	1999	- 1.2	2011	– 2.5
1988	- 1.8	2000	÷ 0.6	2012	– 2.6
1989	– 1.9	2001	÷ 1.9	2013	- 1.1
1990	+ 2.2	2002	÷ 3.2	2014	- 0.3
1991	÷ 3.9	2003	+ 1.5	2015	- 0.1
1992	- 2.0	2004	÷ 2.6	2016	- 0.1
1993	+ 0.5	2005	÷ 1.4	2017	+ 1.1
1994	– 1.3	2006	+ 3.4	2018	+ 0.5
1995	+ 0.2	2007	0.0	2019	+ 0.2
1996	~ 0.5	2008	+ 2,3	2020	+ 0.9
1997	+ 0.6	2009	+ 5.5	·	. 0.3

(Positive numbers indicate that the forecast was too high; negative numbers indicate that it was too low.)

		
Average absolute forecast error 1986-2020:	1.50/	7
	1.070	

	Forecast 2020	Actual 2020
Unemployment rate	9.1%	9.5%
Consumer inflation rate	-0.2%	1.0%

Forecast Date: September 2020

- In last year's report, we forecast that Oakland County's private sector would lose 64,900 jobs in 2020, for a decline of 9.3 percent. We now estimate that the county lost 70,800 private jobs last year (a decline of 10.1 percent) resulting in an over-prediction of 0.9 percentage points.
- That forecast error was well below our average absolute error of 1.5 percent since 1986.
- Unlike our private sector forecast, our forecast for the government sector was too pessimistic.
 We thought the government sector would lose 3,100 jobs last year, for a decline of 6.9 percent. We now estimate that the government sector lost 2,300 jobs last year, for a decline of 5 percent.
- We had forecast that Oakland's unemployment rate would spike from 3.4 percent in 2019 to 9.1 percent in 2020. Oakland County's unemployment rate actually increased to 9.5 percent.
- Last year, we forecast that local prices would decline by 0.2 percent from 2019 to 2020. Local prices ended up increasing by 1.0 percent last year.
- Overall, we are satisfied with last year's forecast error in light of the very difficult forecasting environment caused by the pandemic.

Appendix B

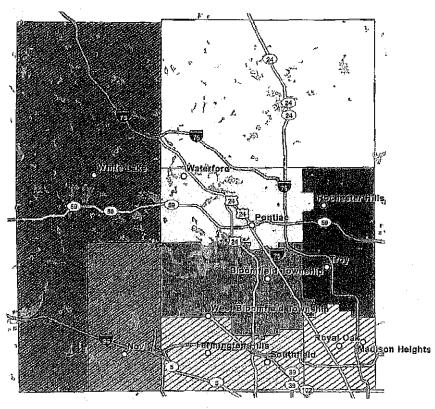
Oakland County Compared with its Peers Indicator Values*

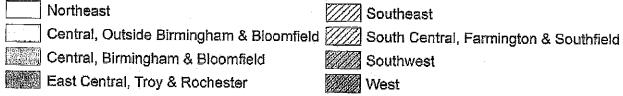
			Associate's		Median	High-Income	15: hardes = 1:05 = 150,0 5 <u>0</u> 1. r-0.15, 15-
		Population	Degree or	Child	Family	Persons Aged	Managerial,
County	State	2019	More	Poverty	Income**	65 or Older	Professional
Fairfax	VA	1,147,532	70.0%	8.4%	125,732	65.8%	58.7%
Montgomery	MD	1,050,688	63.6%	9.4%	114,012	59.3%	57.2%
Bergen	NJ	932,202	62.6%	5.1%	102,672	53.0%	52.2%
Wake	NC	1,111,761	64.5%	9.3%	108,065	43.2%	54.0%
Collin	TX	1,034,730	62.1%	7.1%	107,173	43.4%	54.0%
DuPage	IL	922,921	60.7%	7.8%	110,636	48.0%	47.7%
Nassau	NY	1,356,924	59.5%	6.2%	107,292	52.3%	47.6%
Westchester	NY	967,506	61.4%	9.6%	102,497	49.5%	51.0%
Oakland	Mi	1,257,584	60.4%	9.3%	108,512	41.0%	51.4%
Hennepin	MN	1,265,843	62.3%	12.1%	106,988	41.9%	52.2%
Fulton	GA	1,063,937	65.7%	22.3%	110,317	42.0%	57.3%
Fairfield	CT	943,332	58.3%	12.4%	108,782	49.3%	47.2%
Travis	TX	1,273,954	59.8%	14.1%	103,063	47.8%	53.7%
Contra Costa	CA	1,153,526	50.9%	10.4%	94,696	54.9%	44.6%
Suffolk	NY	1,476,601	50.4%	9.2%	95,520	48.4%	42.5%
St. Louis	MO	994,205	56.2%	12.5%	102,990	37.9%	48.2%
Allegheny	PA	1,216,045	58.4%	14.1%	96,859	31.3%	48.9%
Mecklenburg	NC	1,110,356	56.1%	13.2%	91,128	33.9%	45.1%
Honolulu	Hľ	974,563	49.6%	9.9%	82,328	44.8%	38.3%
Salt Lake	UT	1,160,437	47.1%	11.1%	93,398	36.9%	41.5%
Prince George's	MD	909,327	41.9%	12.6%	88,281	44.7%	40.3%
Franklin	ОН	1,316,756	50.8%	18.4%	88,958	33.6%	45.3%
Gwinnett	GA	936,250	50.7%	13.2%	81,134	36.6%	39.7%
Pinellas	FL.	974,996	46.4%	13.1%	80,452	30.0%	42.2%
Eri e	NY	918,702	50.7%	19.5%	83,238	29.4%	41.8%
Pierce	WA	904,980	40.1%	11.6%	82,738	39.1%	35.6%
Palm Beach	FL	1,496,770	47.8%	15.9%	72,086	38.2%	38.5%
Sacramento	CA	1,552,058	41.5%	15.9%	78,375	37.4%	38.5%
Hillsborough	FL	1,471,968	46.9%	18.4%	74,937	27.9%	39.7%
Orange	FL	1,393,452	47.6%	18.1%	72,575	29.4%	37.6%
Cuyahoga	ОН	1,235,072	44.8%	23.3%	78,479	27.7%	40.6%
Pima	ΑZ	1,047,279	39.3%	18.4%	78,324	32.4%	38.1%
Duval	FL	957,755	41.7%	19.4%	73,464	29.1%	36.9%
Milwaukee	WI	945,726	41.6%	23.7%	72,246	28.4%	38.2%
Shelby	TN	937,166	39.3%	25.9%	75,802	30.8%	36.3%
Marion	IN	964,582	40.8%	19.6%	74,320	24.7%	37.2%
Philadelphia	PA	1,584,064	39.7%	32.1%	52,991	22.2%	39.7%
Fresno	CA	999,101	31.7%	29.7%	67,249	28.9%	31.7%
Kern	CA	900,202	25.2%	26.7%	63,014	26.9%	28.8%
Bronx	NY	1,418,207	29.8%	37.1%	41,904	19.7%	24.7%
		, ,			•		
State of M United Sta			41.7% 43.8%	17.6% 16.8%	82,018	27.8% 32.4%	37.7%
*All counties in the					80,944	32.4%	39.9%

^{*}All counties in the United States with a population between 900,000 and 1,600,000 in 2019.

^{**}Adjusted for cost of living.

Source: American Community Survey 2019. Census Bureau Population Estimates, March 2021. Median Family Income adjusted using BEA price parity indices for 2019 and extended to counties by relative gross rent.



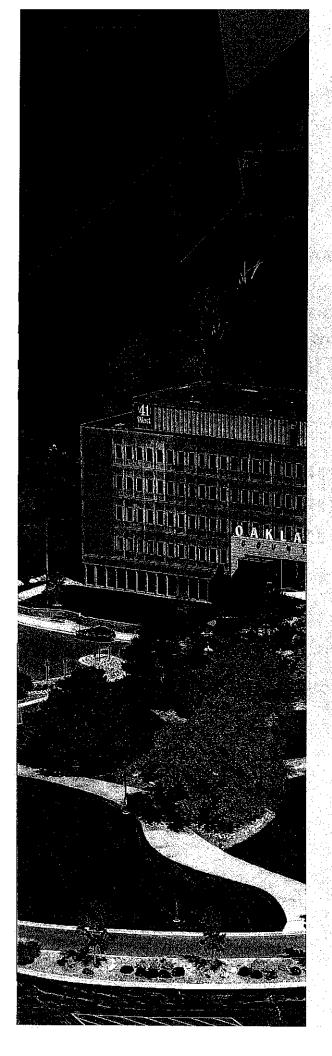


Appendix D
Forecast of Jobs in Oakland County by Detailed Industry Division

and the same to the	Estimate		Forecast	and a second	Average Annual Wage
	2020	2021	2022	2023	2019\$
Total Payroll Jobs (Number of jobs)	673,218	700,742	733,299	751,650	63,708
(Annual percentage change)	(-9.8)	(4.1)	(4.6)	(2.5)	,
Total Government	43,091	42,722	44,050	44,446	55,802
Federal government	4,580	4,486	4,507	4,504	72,677
Local education and health services	21,322	21,116	22,111	22,322	53,674
Local public administration	12,265	12,228	12,359	12,462	53,758
State and other local government	4,924	4,892	5,073	5,158	55,589
Total Private	630,127	658,020	689,249	707,204	64,220
Private Goods-Producing	90,736	95,700	101,182	104,145	78,974
Natural resources and mining	915	941	961	982	37,299
Construction	27,441	30,415	33,122	34,448	73,176
Construction of buildings	6,839	7,467	8,099	8,441	75,520
Heavy and civil engineering construction	2,807	3,076	3,309	3,412	85,786
Specialty trade contractors	17,796	19,872	21,714	22,596	70,459
Manufacturing	62,379	64,343	67,099	68,715	81,789
Printing and related support activities	1,735	1,711	1,742	1,759	67,563
Chemicals	3,857	3,985	4,267	4,493	97,106
Plastics and rubber products	4,779	5,259	5,720	6,018	57,262
Nonmetallic mineral products	1,087	1,117	1,155	1,181	67,839
Primary metals	1,142	1,132	1,195	1,224	92,945
Fabricated metals	9,034	9,290	9,860	10,162	61,145
Machinery	10,325	10,493	10,900	11,101	84,510
Computer and electronic products	2,894	2,892	2,886	2,858	
Electrical equipment, appliances, components	1,008	983	1,014	2,030 1,031	78,173 87,288
Transportation equipment	18,866	19,425	19,942	20,173	
Miscellaneous manufacturing	3,826	4,030	4,263	4,457	104,532 62,042
Manufacturing NEC	3,825	4,026	4,203 4,154	4,258	
Private Service-Providing	539,391	562,321	588,067	4,256 603,058	49,943
Trade, transportation, and utilities	119,482	124,539	126,738	127,862	61,844 56,669
Wholesale trade	35,784	36,982	38,032		56,668
Merchant wholesalers, durable goods	25,354	26,257	27,023	38,532 27,387	98,156
Merchant wholesalers, nondurable goods	7,668	20,237 8,011	8,288		100,034
Wholesale electronic markets, agents, brokers	2,762	2,714	2,720	8,471	85,567
Retail trade	69,612	72,791	72,968	2,674 72,874	113,779
Motor vehicle and parts dealers	10,708	11,368			36,278
Furniture and home furnishings stores	1,872		11,811	12,092	63,470
Electronics and appliance stores	4,100	2,057	2,018	1,959	38,749
Building material and garden supply dealers	4,100 6,557	4,092	4,275	4,368	52,850
Food and beverage stores	12,714	6,980	6,879	6,806	41,831
Health and personal care stores	6,763	13,304	13,222	13,187	26,051
Gasoline stations	-	7,077	7,386	7,643	36,897
Clothing and clothing accessories stores	2,045	2,124	2,119	2,106	23,487
Sporting goods, hobby, book, and music stores	5,084	5,315	5,014	4,731	22,367
General merchandise stores	2,164	2,224	2,248	2,230	26,731
Miscellaneous store retailers	12,294	12,600	12,224	11,898	26,621
Nonstore retailers	4,197	4,490	4,579	4,650	28,369
	1,113	1,161	1,192	1,202	61,277
Transportation and warehousing	12,563	13,258	14,201	14,896	51,311
Truck transportation	3,805	4,076	4,292	4,443	59,770
Couriers and messengers	3,018	3,312	3,501	3,669	44,745
Warehousing and storage	1,560	1,619	1,681	1,717	69,428
Transportation and warehousing NEC	4,179	4,250	4,728	5,067	42,954
Utilities	1,523	1,508	1,537	1,559	127,103

Appendix D
Forecast of Jobs in Oakland County by Detailed Industry Division (cont'd)

	Estimate	Forecast		***************************************	August Asses 114
	2020	2021	2022	2023	_ Average Annual Wage
Information	13,295	13,072	13,456	13,694	2019 \$ 86,299
Publishing	3,733	3,638	3,612	3,565	
Motion pictures and sound recording	881	594	616	623	99,020
Telecommunications	4,143	4,060	4,09 <u>2</u>	4,091	31,053
Data processing, hosting, and related services	1,804	1,919	2,037	4,091 2,120	84,966
Information NEC	2,734	2,860	3,099	2,120 3,296	92,044
Financial activities	56,500	57,727	59,456	5,235 60,752	103,584
Finance and insurance	41,155	42,378	43,527	44,395	87,301
Credit intermediation and related activities	20,432	21,251	21,898	22,408	100,547
Insurance carriers and related activities	15,911	16,210	16,635	22,408 16,928	92,850
Finance and insurance NEC	4,812	4,917	4,994	5,059	90,618
Real estate and rental and leasing	15,344	15,350	15,930		163,106
Professional and business services	168,892	175,823	184,404	16,357	56,692
Professional and technical services	98,658	102,449	-	189,373	80,339
Legal services	11,759	_	107,061	109,644	94,245
Accounting and bookkeeping services	6,036	11,982	12,292	12,507	96,780
Architectural and engineering services	•	6,289	6,405	6,474	72,101
Specialized design services	38,370	40,255	42,721	44,080	101,326
Computer systems design and related services	2,255	2,378	2,520	2,618	108,536
Management and technical consulting services	20,198	20,574	21,196	21,445	94,309
Scientific research and development services	8,693	9,056	9,470	9,747	95,020
Adverticing DD and colony and as	1,246	1,304	1,372	1,411	149,599
Advertising, PR, and related services	3,625	3,559	3,600	3,568	80,382
Other professional and technical services	6,476	7,052	7,485	7,7 9 4	60,494
Management of companies and enterprises	18,589	19,065	20,543	21,639	119,051
Administrative support and waste management	51,645	54,308	56,799	58,090	44,942
Private education and health services	107,557	110,265	114,654	118,028	51,672
Education services	9,852	10,305	11,084	11,479	43,067
Health care and social assistance	97,706	99,960	103,569	106,550	52,591
Ambulatory health care	39,039	41,116	42,410	43,526	58,725
Offices of physicians	13,263	13,808	14,092	14,355	83,098
Offices of dentists	5,735	6,448	6,598	6,704	53,381
Offices of other health practitioners	5,699	6,085	6,416	6,716	43,993
Home health care services	8,388	8,564	8,883	9,188	38,299
Other Ambulatroy Health Care Services	5,954	6,210	6,421	6,563	50,806
Hospitals	31,950	31,734	32,507	33,229	65,192
Nursing and residential care facilities	16,057	16,108	16,850	17,366	31,077
Social assistance	10,660	11,003	11,802	12,429	25,972
Leisure and hospitality	52,637	58,835	66,300	69,606	23,810
Arts, entertainment, and recreation	6,590	6,927	8,291	8,835	41,824
Accommodation and food services	46,048	51,908	58,009	60,771	20,493
Accommodation	3,946	4,265	4,996	5,465	25,364
Food services and drinking places	42,102	47,644	53,013	55,306	19,980
Restaurants and other eating places	37,710	42,353	47,156	49,245	19,730
Full-service restaurants	18,262	21,440	24,650	26,023	22,245
Limited-service restaurants	16,532	17,798	19,181	19,729	16,266
Other Restaurants and Other Drinking Places	2,915	3,115	3,324	3,493	19,858
Special food services	2,575	3,126	3,345	3,340	· ·
Drinking places, alcoholic beverages	1,816	2,165	2,513	3,340 2,720	23,275
Other services	19,080	20,046	2,313 21,045		19,760
Private unclassified service-providing	1,948	2,013	2,043	21,729 2,013	37,464 51,600
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<u>endum</u>					
mployment Rate	9.5	3.6	2.9	2.6	
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BUSINESS

Fostering innovation, investment and growth in Oakland County, our Business Development team helps businesses locate and expand in our region. From some of the smallest startups to Fortune 500 companies, Oakland County fuels development and innovation through strategic partnerships, business finance and emerging sectors programs.



COMMUNITY

Providing community services for all of our cities, villages and townships in Oakland County. Resources are available in the areas of downtown development, historic preservation and design assistance, environmental stewardship, waste resources, brownfield redevelopment, land use and zoning.



WORKFORCE

Helping our businesses with talent recruitment, training and retention. Building the talent pipeline through career assitance services, apprenticeships and youth programs and events. Achieving our goal of 80 percent of Oakland County adults obtaining a post-secondary degree or certification by 2030.



VETERANS SERVICES

Assisting veterans and their families with a variety of needs, from filing and appealing claims, to applying for grants and other available resources.



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Info@AdvantageOakland.com

2100 Pontiac Lake Road Building 41W, Waterford, MI 48328

