Regular City Council Meeting Agenda

July 24, 2023

7:30 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of City Council Minutes: July 10, 2023

Approval of Bills: None Approval of Agenda Consent Agenda

1. Parks & Recreation Appointment

2. Social District Permits

Proclamation - Martin's Hardware

Public Comment

Discussion - Downtown

Fire Chief Report Police Chief Report

- I. Unfinished Business
- **II.** New Business
 - 1. Award of bid Construction of Sanitary Sewer under CSX Railroad
 - 2. Purchase of Combination Sewer Cleaning Vacuum Truck from Jack Doheny Co.
 - 3. Bid Award Sidewalk Replacement Project
 - 4. Final Budget Amendments for Fiscal Year Ending June 30, 2023
- III. Budget
- IV. Public Comment
- V. Manager's Report
- VI. Council Comments
- VII. Adjournment

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

Rules of Conduct for Public Comment at Council Meetings*

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

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

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

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

City of South Lyon Regular City Council Meeting July 10, 2023

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

Mayor Pelchat led those present in the Pledge of Allegiance

Roll Call: Mayor Pelchat, Councilmembers: Dilg, Kivell, Kennedy, and Kurtzweil

Also present: City Manager Zelenak, Lieutenant Conrad, Sergeant Sederlund, DDA Director Mack and

Clerk/Treasurer Deaton

Absent: Councilmember Hansen

CM 7-1-23 MOTION TO EXCUSE ABSENCE

Motion by Kennedy, supported by Dilg

Motion to excuse absence of Councilmember Hansen

VOTE:

MOTION CARRIED NANIMOUSLY

MINUTES

CM 7-2-23 MOTION TO APPROVE MINUTES

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

VOTE:

MOTION CARRIED UNANIMOUSLY

BILLS

CM 7-3-23 MOTION TO APPROVE BILLS

Motion by Kennedy, supported by Mosier Motion to approve the bills as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

AGENDA.

CM 7-4-23 MOTION TO APPROVE AGENDA

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

VOTE:

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA None

PUBLIC COMMENT

Carl Richards of 390 Lenox stated he has noticed some activity in the Noble Appliance building and the permits say it will be a doctor's Office, and yes, we are all glad to see something go in there. He then stated he thinks that is the wrong fit for the vitality and recovery of our downtown.

Sharon Sower of 585 Covington and Active Faith stated today is an exciting day for her because she has been working on a dream to have a better community services agency to help people that have fallen on hard times, to lift them up and have a better life. As simple as those sound, it is major. And hardships that have fallen onto people that are our neighbors and taking that and recreating a different world for them. She stated that is what they do at Active Faith. She then stated they see that every week that they are open. Today was no different. She stated they had 119 families come in today and a lot of them were

children. She further stated they recently started their back-to-school program where each one of their food pantry children will receive a brand new back pack and school supplies for when the school season starts. She stated the goal of Active Faith is that kids don't feel like a food pantry child or family, you just feel like family, and families help one another. She then stated their long-awaited dream of having a building in a location that represents our heart and soul of lifting others up in this community has happened. She then stated they are the new owners of 553 S Lafayette. She further stated she has 2 board members with her today, Ken and Pat, because they are happy and excited as well, and they have had the same dream we all had. She then stated moving forward, they are hoping to work with the city to increase the involvement in city government and what they do. She further stated they are 30+ years in and still going strong and that's not going to end. As long as there are people in need, Active Faith will be there.

DISCUSSION- Downtown

DDA Director Mack stated they submitted the grant for the MEDOWAS submitted on June 29th, and the total request was over \$600,000 to build a park downtown. We already have some funding and we will find out in September if we were successful. He stated our application was competitive and hopes for the best. He then stated the weather wasn't the best for the Tarmers Market, but it still went well. He also stated the economic vitality committee met last week and they worked on an activity called asset mapping, which highlights things that are in our downtown to focusion to progress the downtown and flushing that out and turning it into an economic strategy for the downtown. Mr. Mack stated he is still working on the Social District implementation and the application has been submitted to the State of Michigan. He further stated they are looking at a number of different things we can put in the gathering area by the Farmers Market which includes ables, chairs, umbrellas, faux grass and ivy, and twinkle lights, garbage cans, games, and he thinks it will look versonice when it is set up. He further stated he met with DPW in regards to the layout of the space. He then stated we haven theard back from the State of Michigan regarding the city's application and we can't implement the Social District until we get approval from the state as well as the ordinance being amended. He then stated they are still working on the stories for the 150th anniversary, and they have illustrowed down to about 20 stories, and it will debut around Pumpkinfest. He then reminded everyone of the social media training dates for the local businesses which will be August 9th and August 30th, both at 10:00 a.m. He further stated that was taken from the business survey that was sent out earlier in the year. Councilmember Dilg asked if he has heard anything about the Noble Appliance building. Mr. Mack stated he has only heard rumors that he can't discuss at this time. Councilmenther Dilgthen thanked him for setting up the social media training and for following up on the survey. She then asked if he had a time frame for the social district approval from the State. Mr. Mack stated he did theck with them again, and they said they could not give him a date. Councilmember Kivellasked if he has a parallel for what's happening in the DDA, and the groups that are doing things to spark the new adventures in the DDA, and have you considered doing something like that on a grander scale throughout the city based on the Economic Development side of your job. Mr. Mack stated part of the DDA raining will be offered to everyone. A lot of the groups are with Main Street Oakland County and is based on the downtowns. He stated he is still working on the overall economic development for the city. Councilmember Kivell stated he encourages Mr. Mack to make relationships with people that are outside of the DDA so that you'll have people that have a genuine interest, and you'll know whether or not they are going to bring something to the table in that you put together some kind of package together. He then stated he was at the Concert in the Park and he was asked if there is a chance to get a social district sanctioned so you could have a beer while watching the concert. Mr. Mack stated he has thought about that, but to do so, you would have to extend the commons area all the way to the park because you are only allowed to have one social district. There would be a lot more enforcement, and issues with people walking that distance with alcoholic beverages. The intent of

the Social District Law is really based on downtowns because you have to have the licensed businesses that are contiguous to the social district. Mr. Mack stated another option would be for a non-profit to pull a permit through the MLCC for events and they could get 10-12 one day licenses and you can designate a drinking area and they would be able to serve alcohol.

FIRE CHIEF REPORT

Lieutenant Conrad stated as of today, they have had 692 calls, and a mutual assist with Salem Township on a structure fire. We were able to send a 5-person crew, and they got wonderful experience by doing that. She then stated they have great relationships with the mutual aid communities we work with and they all work really well together. She then stated Wednesday was supposed to be the spray park, but due to the upcoming weather, it has been changed to Friday between 1:40 and 2:00.

POLICE CHIEF REPORT

Lieutenant Sederlund stated they received the Chevy Tahoe on July 3 after waiting 2 years and it will be put into use once we strip out one of the other cars and we order the other equipment. He then stated they received 5 fireworks complaints between July 5th and the 9th. There were no citations issued, or reports of injuries. He then stated they attended a 3-day training session at the Oakland Police Academy for red dot training. He further stated they are hoping to have those firearms in the next few months. Lieutenant Sederlund then stated they responded to a complaint of trucks speeding in the construction zone on Hagadorn Street and they now have added a speed radar. He then stated he spoke with the officers that were at the Pride Event, and they said it was a great event with no issues. They also did not receive any reports or concerns regarding the event. He then stated we are looking for a new Police Officer, Cadet, and crossing guard. Councilmember Kurtzweil stated she had many questions over the weekend regarding the new law about no cell phones in hand, she then asked him if he could explain it in detail, what if you're using for directions. Nieutenant Sederlund stated your phone cannot be in your hand. You can use the GPS, you can have it sitting down, but listen to it, you just cannot have it in your hand and looking at it. He stated when they are pulling people over right now, they are just giving a warning along with a flyer explaining the new law. They also put it on their website. Councilmember Dilg stated there were 1-3 officers at the Pride event, and they were wonderful. They were talking with the organizers and she thinks they had a good time. She stated she appreciates seeing that kind of support. Councilmember Kivell stated people have concerns about when the Police Officer is parked looking for large truck turns, but they are more concerned about the pedestrian traffic and they feel they are putting themselves in jeopardy. There are people with a car load of kids that are scrambling to get from the school to another event and they have to run across the street. Or when you're walking a dog or child across the road and the idea you may have to scoop themap and run across the road is farfetched. They are hoping you can have a stronger presence ast to transport to transport to transport to the people that just doesn't seem to understand the crosswalks. Lieutenant Sederlund stated he sent an email last week about watching that better.

UNFINISHED BUSINESS

1. DDA Social District- Second reading of an ordinance to amend the City of South Lyon Code of Ordinances, Chapter 8, "Alcoholic Liquor" of the City of South Lyon Code of Ordinances to Article III, "Social Districts"

Downtown Development Director Mack stated on July 1, 2021Governor Whitmer signed HB5781creating the social district permit which allows a local government to designate a social district within their jurisdiction. Businesses that are granted the permit may sell alcohol on their licensed premises who may then consume within the commons area of the social district. During the June 26th Council meeting, Council voted to approve a resolution establishing the social district and the

management and maintenance plans, additionally the Council approved the first reading of the ordinance amendment to the alcoholic liquor chapter of the code of ordinances to allow the consumption of alcohol in the sidecar social district. Therefore, the social district to go into effect the second reading of the amendment needs to be passed by Council.

CM 7-5-23 MOTION TO APPROVE SECOND READING

Motion by Kennedy, supported by Mosier

Motion to approve the second reading of an ordinance to amend the City of South Lyon Code of Ordinances, Chapter 8, "Alcoholic Liquor" of the City of South Lyon Code of Ordinances to Article III, "Social Districts"

ROLL CALL VOTE:

Mosier- Yes
Kurtzweil- Yes
Dilg- Yes
Kennedy- Yes
Kivell- Yes
Pelchat Yes
MORION CARRIED UNA MOUSLY

NEW BUSINESS- None

BUDGET- No discussion was held

PUBLIC COMMENT- No public comment was made

MANAGER'S REPORT

City Manager Zelenak stated on a future agenda we will have the award of the sanitary sewer project under CSX Railroad, and the intergovernmental agreement with South Lyon Schools/Senior Activity Center, Green Oak Township and Lyon Township. He then informed Council that the Hagadorn Sanitary Sewer and Road Paving project still continues. They will begin removing and installing a new sanitary sewer on Hagadorn the week of July 10th, and continue lining additional sewer within the subdivision. Road rebuilding work will begin in early August after the completion of the sewer work. He then stated the trail improvement from Volunteer Park to Princeton continues. The new pathway was completed last week. They are now installing minor asphalt sections and the concrete sidewalk and approaches. He then stated there was another meeting with Oakland County officials and community leaders today to discuss increasing our transit services within South Lyon and Oakland County. We are working with county officials to lower our transit fare for residents within the service area, and to also increase our options by partnering with other agencies such as SMART and WOTA with the assistance of Peoples Express. He then stated the new fares that are being discussed will be going before the Oakland County Commissioners this coming month.

Councilmember Kurtzweil stated the project flyer that was handed out is very much appreciated by the residents on Hagadorn. She stated this is a very good way to communicate and she commends him and his staff for getting this out. She further stated the 3 most important pieces of information what is on the flyer and much appreciated is the names and phone numbers of who to contact for questions. This was a good move and hopefully this will be part of the model that will be used as we move through the city providing this kind of information. Councilmember Kennedy asked if there is a tentative date for the company to come and reposition the lights downtown. City Manager Zelenak stated he and Nate has discussed it, but they don't have a date yet, they are going to have someone come in and do tree trimming and it is all part of the project, but we don't have a date yet. Councilmember Kennedy then asked if there

is a date for the dead tree in front of the post office is coming down and the hole can be filled in with gravel. City Manager Zelenak stated they have had discussions regarding the different kinds of tree that we be installing downtown, but the removal is on the DPW's list, but he doesn't have a date. Councilmember Kennedy then asked about the tree just to the north of Heritage on the west side of Pontiac Trail because that tree is dead too. It is probably in the Oakland County right-of-way and if that is the case, will someone contact Oakland County to take the tree down. City Manager Zelenak stated we will report the tree to them. Councilmember Kennedy stated the gazebo that is in the downtown next to the Creative Hair Salon is full of weeds and vines, and he knows we took care of it last year, but he knows it hasn't been touched since. Councilmember Kivell stated the person that was trimming the trees today at City Hall was actually cutting the branches so it wasn't covering the sidewalk and people could get by. He thanked him for doing so, he worked all day out there and it was wery warm. He would like to see that a lot more where people have to stoop down when they are clearing a tree. He then stated he likes the angle that is being played to coordinate with other elements of the than us leaning too hard and possibly failing a lot by not having enough scale to do anything with substance. This is a great way to get people from A to B a lot farther and a lot easier. City Manager Leienak stated the have all been great to work with, Wolverine Lake, Wixom, Commerce, Lyon Township and Milford. Against the residents may see an increase in actual fares, but the distance they can travel will be 10 times further. And now working with the County and being able to connect to a location in Novi, and be able to get to Southfield, or whatever it may be. The County has been very good to work with. At first, they didn't understand what our needs were because we are working with a private company. He stated WOTA, NOTA are entities that are providing services but the are already tied into several jurisdictions and some are nonprofits, and we've been able to show how Peoples Lapress works to your area. He thinks it will work out. Councilmember Kivell stated we are fortunate there are other communities that share our mindset.

COUNCL COMMENTS

Councilmember Dilg stated she is proud of Sharon and the Active Fath Board for having this come to fruition. And when you are making this move, let people know what you need and people will help. Put out a volunteer sign up. People will help. She stated she definitely will. She further stated she was thrilled the weather cooperated with the weekend, with the baseball event, the Pride event, the food truck rally at the flarmers Market and she appreciates everyone coming out and having a great time.

Councilmenter Kurtzweil congratulated Sharon and the board members that are here tonight, Lynn Kneisel and Pat Peruski who have given so much to Active Faith over the years, or decades. She then asked them to send her thanks to all the board of directors. She then stated the Cultural Arts Commission is getting ready to roll out their "Did you Know" series. It's a very interesting series that will be published throughout the city in the trames that deal with did you know about certain historical places in the city and this is conjunction with the city's 150th anniversary. She then thanked the Cultural Arts Commission and Linda Ross from the Historical Society for putting this program together. Doug from Lake Street Cruise In gave her the list of sponsors. She then thanked all the sponsors, Advanced Capital Management, Ulta Equipment Company, Bells Landscape Services, Bullett Distributors, Detroit Hot Rod and Sport and Custom, Dream Maker Bath and Kitchen, East Lake Dental, and Gibson Tool and Brooch. She then thanked them all again for supporting the Lake Street Cruise In. She then reminded everyone that July 29th will be very busy in town the entire day.

Councilmember Kennedy reminded everyone about Friday's Concert in the Park. It starts at 7pm and this week will be featuring One Love Reggae, as they return to South Lyon for this year. So, make a point to come out and enjoy some soul, jazz, rock and funk. He then stated on Saturday, July 15th RRRASOC

will be holding a household hazardous waste collection event at the Wixom DPW located at 2041 Charms Rd. So everyone can gather up all those leftover hazardous waste items and drop them off the yard between 9am and 2pm. He then stated while you're marking events in your calendar, don't forget the all-day Lake Street Motorfest will be held on Saturday, July 29th from 11am until 5pm with Magic Bus providing the entertainment. He then stated later that same day, it'll be Christmas in July presented by the Carl & Joanne Foundation starting at 4pm. There will be several food trucks and entertainment will be provided by the Williamsburg Band and the Phoenix Theory Band. Those will be some great events so make your plans now to attend.

Councilmember Mosier also congratulated Active Faith and she thanked them for everything they do in our community. She then stated they have been around for years and we don't know what we would have done without them.

Councilmember Kivell enjoyed the origin story, he and his wate moved in 1987 and he didn't know and he didn't know it was 10 churches that ended up kind of helding hands and trying to figure out how to help people that needed some help. He stated that was a great start and it was mentioned to lean on the city for some help on things and he is really looking forward to hear about that and he hopes we can comply with that. He thinks the city may be able to help with some but maybe not all, but he looks forward to it.

Mayor Pelchat congratulated Active Faith and they have done an awesome job. He then stated he is looking forward to the American Legion's golf outing at Rolling Meadows and they always do a great job making sure the money goes to the kids.

ADJOURNMENT Motion by Kurtzweil, Motion to adjourn at 8:07 p.m. Respectfully submitted Mayor Dan Pelchat City Clerk/Treasurer Lisa Deaton



Mayor

Daniel L. Pelchat

Council Members

Glenn Kivell

Margaret J. Kurtzweil

Lisa Dilg

Lori Mosier

Alex Hansen

Stephen Kennedy

City Manager

Paul Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-0049

www.southlyonmi.org



CITY OF SOUTH LYON

Office of the Mayor

PROCLAMATION

WHEREAS, small businesses have shaped our communities, embodied the entrepreneurial spirit, and become pillars of our economy; and

WHEREAS, Martin's Hardware opened for business in 1968 at 105 N. Lafayette at the corner of W. Lake and N. Lafayette in the heart of downtown South Lyon; and

WHEREAS, Martin's Hardware occupied this location in downtown South Lyon for 19 years before moving to their current location at 22970 Pontiac Trail; and

WHEREAS, Martin's Hardware with its' friendly, professional and knowledgeable staff, was voted the #1 Independent Hardware Store in 2020; and

WHEREAS, Martin's Hardware has been an important, caring part of the community contributing to many causes and needs without hesitation; and

NOW THEREFORE, I, Daniel L. Pelchat, Mayor of the City of South Lyon on behalf of the City Council and the entire community offer congratulations to Martin's Hardware for their many years of business in the South Lyon community.

Daniel L. Pelchat, Mayor

AGENDA NOTE Consent Agenda Item # 1

PERSON PLACING ITEM ON AGENDA: Mayor Dan Pelchat

AGENDA TOPIC: Parks and Recreation appointment

EXPLANATION OF TOPIC: Parks and Recreation application for Ken Micklash.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Application from Ken Micklash

POSSIBLE COURSES OF ACTION: Approve/do not approve the nomination by Mayor Pelchat

SUGGESTED MOTION: Motion by _______, supported by _______, supported by ________, to approve Mayor Dan Pelchat's nomination of Ken Micklash to the Parks and Recreation Commission.



CANDIDATE QUESTIONNAIRE

The City of South Lyon wishes to thank you for your interest in serving as a Volunteer Citizen Representative on a Board, Commission or Committee. Your Candidate Questionnaire will be kept on file and entered for consideration for posted openings on any Board, Commission or Committee that you expressed an interest in for a period of two years. Please feel free to submit an updated Candidate Questionnaire to the City Clerk at any time.

Please be advised that the information contained in this Questionnaire is not confidential, and will be reviewed by the Mayor, City Council and other appropriate personnel as vacancies or openings occur on the various Boards, Commissions and Committees. This Candidate Questionnaire may also be included in any City Council Meeting Packet which is published and made available for public inspection in print and on the Internet. Your address, phone numbers and email will not be published, even in the Meeting Packet.

Please be advised that even though you may submit an application to serve on a Board, Commission or Committee, it does not guarantee that you will be appointed to that Board, Commission or Committee.

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU WANT TO SERVE (please check up to five applicable boxes; see attachment for descriptions):

Planning Commission Zoning Board of Appeals Cable Commission Cultural Arts Commission ✓ Historical Commission ✓ Parks and Recreation Commission ✓ Downtown Development Authority ✓ Housing Commission

Board of Ethics

Appointed by Mayor-Confirmed by City Council

Ken Micklash - Background

Address:

Cantor Ln., South Lyon, MI

Phone:

Email:

Brief Personal Background: Am happily married with 3 children. My wife and I are extremely proud that each of our children have obtained a B.S and M.A Degree and that each are a positive-contributing member of the community in which they reside. They each have given us 2 grandchildren that we love more than words can express. I was raised in the rural Thumb of Michigan on a dairy farm where I acquired a strong work ethic.

Throughout my adult life, I have been actively involved in each community that I have lived in and wish to continue to do so.

Education:

Educational Specialist Degree from Central Michigan University in Educational Leadership.

Master's Degree from Eastern Michigan University in Special Education.

Bachelor's Degree from Eastern Michigan University in Elementary Education.

High School Diploma from Ubly Community Schools in Ubly, MI.

ค่าสุดเมษาแหน่ เหมาะหลางสามาร์และ กระการกรรมี และมาที่ และสำนักและ

Work Experience:

Michigan Department of Education, Lansing, MI – State Director of Pupil Transportation. Part-time for 15 years.

Tuscola County Community Foundation, Caro, MI - Executive Director. Part-time for 14 years consecutively with the above listed position.

Cass City Public Schools, Cass City, MI- Superintendent of Schools for 18.5 years. Also served as high school Principal for 1.5 years before being named Superintendent.

Huron Intermediate School District, Bad Axe, MI – Principal/Administrator of the Huron Learning Center for 6 years.

Tuscola Intermediate School District, Caro, MI – Director of 3 county regional educational media center for 1 year.

Port Austin Public Schools, Port Austin, MI - K-12 Principal for 1 year.

Huron Intermediate School District, Bad Axe, MI - Speech Teacher for 2 years.

Alpena Public Schools, Alpena, MI - Speech Teacher for 2 years.

State and Community Service:

Governor's Traffic Safety Advisory Commission. Was appointed and served as the Michigan Department of Education's representative for 13 years.

Michigan Department of Education representative and Chair of the National Congress on School Transportation for 15 years.

Michigan Department of Education Chair of the Pupil Transportation Advisory Committee for 15 years.

Cass City Rotary Club member for 18 years. Served as President and Youth Exchange Officer.

Hills and Dales General Hospital Trustee for 11 years. Served as Trustee and President.

Cass City Chamber of Commerce member for 8 years.

Michigan Association of School Administrators for 18 years. Served and Region 5 President.

Cass City Little League Coach for 15 years.

Recognition and Awards:

Named Cass City Citizen of the Year in 2006.

Named Michigan Association of School Administrators Region 5 (Genesee, Lapeer, St. Clair, Tuscola, Sanilac and Huron Counties) Superintendent of the Year in 2005.

Named Cass City Rotary Club Paul Harris Fellow in 2006.

Presented the Edgar A. Guest Masonic Award for Community Service in 2002.

Presented the Thumb Area Reading Council Award for Exemplary Service in the Promotion of Literacy in 1998.

AGENDA NOTE Consent Agenda Item #2

MEETING DATE: July 24, 2023

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

AGENDA TOPIC: Social District Permits

EXPLANATION OF TOPIC: The governing body of a local governmental unit may designate a Social District within its jurisdiction that contains a commons area in which the patrons of qualified licensees may consume alcoholic liquor (beer, wine, spirit, mixed spirit drink, spirits, or mixed drinks/cocktails) in the commons area.

A qualified licensee may apply to the Michigan Liquor Control Commission for a Social District Permit using the application provided by the State of Michigan. However, the licensee must first obtain approval from the governing body of the local governmental unit before applying for the permit.

Therefore, before the qualified establishments are able to apply for a Social District Permit from the State of Michigan must receive local approval first.

Please note, there are three other applications that have been submitted to the DDA Director, however, they are not complete at this time.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Dua Vino City of South Lyon Social District License Application
- 1.2 Twisted Cork City of South Lyon Social District License Application

POSSIBLE COURSES OF ACTION: from Dua Vino and Twisted Cork.	Approve/not approve the City of So	outh Lyon Social District applications
SUGGESTED MOTION: Moved by,_ Social District permits applications from		to approve the City of South Lyon

· 2017H104

MICHIGAN SOUTH LYON ,

AGENDA NOTE

New Business # 1

MEETING DATE: July 24, 2023 PERSON PLACING ITEM ON AGENDA: City Manager AGENDA TOPIC: Award of bid Construction of Sanitary Sewer under CSX Railroad EXPLANATION OF TOPIC: As part of our efforts to make further improvements to our infrastructure, we are installing a new sanitary sewer line under the CSX Railroad tracks on Pontiac Trail. MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter from our engineers at HRC outlining the recommendations for award of bid, bid tab information, and project plans. POSSIBLE COURSES OF ACTION: Approve or not approve the award of bid for the construction of a sanitary sewer line under CSX Railroad on Pontiac Trail to DVM Utilities Inc of Sterling Heights in the amount of \$ 662,307. Acct # 592-557-972 **SUGGESTED MOTION:** Motion by , supported by to approve the award of the bid for the construction of a sanitary sewer line under CSX Railroad on Pontiac Trail to DVM Utilities Inc of Sterling

Heights in the amount of \$ 662,307. Acet # 592-557-972

105 W Grand River Avenue Howell, MI 48843

517-552-9199

www.hrcengr.com



July 18, 2023

City of South Lyon 335 S. Warren Street South Lyon, MI 48178

Attn:

Mr. Paul Zelenak, City Manager

Re:

Bid Results

N. Lafayette CSX Sanitary Sewer Crossing

HRC Job No. 20180112

Dear Mr. Zelenak:

On Thursday, July 13, 2023, the City opened bids for the N. Lafayette CSX Sanitary Sewer Crossing Project. A total of one (1) contractor submitted a bid which reflected a total of \$662,307.00. The low bid was submitted by DVM Utilities, Inc of Sterling Heights, Michigan. Attached is one (1) copy of the bid tab for your records.

Upon review, HRC has determined that DVM Utilities has, with positive recommendation, worked on similar projects in the past and has successfully completed their projects in accordance with the contract documents. Therefore, based on this information we would recommend that the City award the contract for the N. Lafayette CSX Sanitary Sewer Crossing project to DVM Utilities, Inc in the amount of \$662,307.00.

If you have any questions or require any additional information, please contact the undersigned at 248-416-4907.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Xukas Gallup Lukas Gallup

L O/I---

LG/lg Attachment

pc:

City of South Lyon; J. Archey, DPW

DVM; K. Bates

HRC; R. Alix, M. Darga, A. Malczewski, file

Bio omfield Hills Delhi Township Detroit Grand Rapids Howell Jackson Kalamazoo Traverse City Troy
Y\201801\20180112\04_Deskgn\Final\Bidding\Bid Docs\20290403_Recommendation_Letter_CSXSanilaryCrossing.docx

Bids Due: July 13th, 2023 at 2:00 p.m. HRC Job # 20180112

> DVM Utilities Inc. 6045 Sims Road, Suite 2 Sterling Heights, MI 48313 586-979-0402

	·				300-313-0402
	Item	Qua	intity	Unit Price	Total Cost
1.	Mobilization, Max 10%	1	Lsum	\$42,250.00	\$42,250.00
2.	Clearing, Special	1	Lsum	\$13,000.00	\$13,000.00
3.	Fence, Rem	25	Ft	\$5.00	\$125.00
4.	Sidewalk, Rem	23	Syd	\$17.00	\$391.00
5.	Exploratory Investigation, Vertical	50	Ft	\$65.00	\$3,250.00
6.	Erosion Control, Inlet Protection, Fabric Drop	5	Ea	\$240.00	\$1,200.00
7.	Erosion Control, Silt Fence	1100	Ft	\$5.00	\$5,500.00
8:	Maintenance Gravel	25	Ton	\$65.00	\$1,625.00
9.	18-inch Cured-In-Place Pipe Lining	280	Ft	\$190.00	\$53,200.00
10.	Cut/Grind Protruding Sewer Leads	. 2.	Ea	\$235.00	\$470.00
11.	Reinstate Lateral Connection	. 2	Ea	\$125.00	\$250.00
12.	Trench Undercut and Backfill	15	Cyd	\$250.00	\$3,750.00
13.	Sanitary Sewer, PVC, SDR 26, 12 inch, Open C	153	Ft	\$160.00	\$24,480.00
14.	Sanitary Sewer, PVC, SDR 26, 12 inch, Bore, S1	140	Ft	\$170.00	\$23,800.00
15.	Jack & Bore, Steel Casing, 20 inch Dia, 0.25 inc	120	Ft	\$955.00	\$114,600.00
16.	Sanitary Structure, 60 inch dia	1.	Ea	\$12,000.00	\$12,000.00
17.	Sanitary Structure, 60 inch dia, Special	1	Ea	\$18,000.00	\$18,000.00
18.	Sanitary Structure, Lining, Special	3	Ea	\$8,750.00	\$26,250.00
19.	Sanitary Structure Tap, 12 inch, Special	1	Ea	\$1,650.00	\$1,650.00
20.	Sanitary Structure, Membrane, Special	· . 5	Ea	\$1,900.00	\$9,500.00
21.	Sidewalk, Conc, 4 inch, Special	200	Sft	\$26.00	\$5,200.00
22.	Fence, Chain Link, 48 inch	25	Ft	\$82.00	\$2,050.00
23.	Pedestrian Type II Barricade, Temp	. 4	Ea	\$120.00	\$480:00
24.	Lighted Arrow, Type C, Furn	1	Ea	\$625.00	\$625.00
25.	Lighted Arrow, Type C, Oper	1	Ea	\$1.00	\$1.00
26.	Plastic Drum, High Instensity, Furn	25	Ea	\$25.00	\$625.00
27.	Plastic Drum, High Instensity, Oper	25	Ea	\$1.00	\$25.00
28.	Sign, Type B, Temp, Prismatic, Furn	186	Sft	\$9.00	\$1,674.00
29.	Sign, Type B, Temp, Prismatic, Oper	186	Sft	\$1.00	\$186.00
30,	Bypass Pumping, Special	I	Lsum	\$5,150.00	\$5,150.00
31.	Project Dewatering, Special	1	Lsum	\$22,500.00	\$22,500.00
32.	Project Shoring and Bracing, Special	1	Lsum	\$232,000.00	\$232,000.00
33.	Minor Traf Devices	1	Lsum	\$4,000.00	\$4,000.00
34.	Traffic Regulator Control	1	Lsum	\$5,000.00	\$5,000.00
35,	Restoration, Hydroseed, Special	1200	Syd	\$5.00	\$6,000.00
36.	Sprinkler Line, Special	100	Ft	\$27.50	\$2,750.00
37.	Sprinkler Head, Relocate, Special	10	Ea	\$350.00	\$3,500.00
38.	Sprinkler Head, Replace, Special	10	Ea	\$400.00	\$4,000.00
39.	Audio/Video Route Survey, Special	1	Lsum	\$1,250.00	\$1,250.00
40.	Reimbursed Permit Fee, Special	10000		\$1.00	\$10,000.00
					\$662,307.00
	Thron many v. 1			100	1, 0 / 100

ENGINEER: Lukas Gallup Hubbell, Roth & Clark, Inc.

LOCATION MAP PROJECT LOCATION



MICHAEL P. DARGA, P.E.

I. LAFAYETTE CSX SANITARY SEWER CROSSING



LIST OF DRAWINGS

GN SEET

CITY OF SOUTH LYON, MICHIGAN **PUBLIC UTILITIES DEPARTMENT**

ISSUED FOR BIDS JUNE 14, 2023

STANDARD PLANS

	AS INDICATED.	2
SPOUNDS PROUNDS PROUNDS	TELL OF NOW	STANDARD PLAN
×	DRAINAGE STRUCTURES	R-1-C *
×	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS	R-28~*
×	DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS	R-29-1
×	CONCRETE CURB AND CONCRETE CURB & GUTTER	R-30-6
×	TRANSVERSE PAVEMENT JOINTS (PLAIN CONCRETE PAVEMENT)	R-39-K
×	LONGITUDINAL PAVEMENT JOINTS	R41-H
×	LOCATION OF TRANSVERSE JOINTS IN PLAIN CONCRETE PAYEMENT	R-43-
×	UTILITY TRENCHES	R-83-C
×	SOIL EROSION & SEDIMENTATION CONTROL MEASURES	R-96-E

TRAFFIC AND SAFETY STANDARD PLANS * SEE MOOT SPECIAL DETAIL

WZD-125-E *	TEMPORARY TRAFFIC CONTROL DEVICES	×	٠.
WZD~100-A *	GROUND DRIVEN SIGN SUPPORTS FOR TEMP. SIGNS	×	
STANDARD PLAN NUMBERS	ITEM OF WORK	REQUIRED ON THIS PROJECT	
 # o	COMESTRUCTION OF THE POLICIONNO TREAS, WHOTE COLLED FOR ON THE PLANS, MILL BE POLICIONS ACCORDANCE TO MICHONA DEPARTMENT OF TRANSPORTATION STANDARD POLICIAIS, AS RIOUGATES.	965	



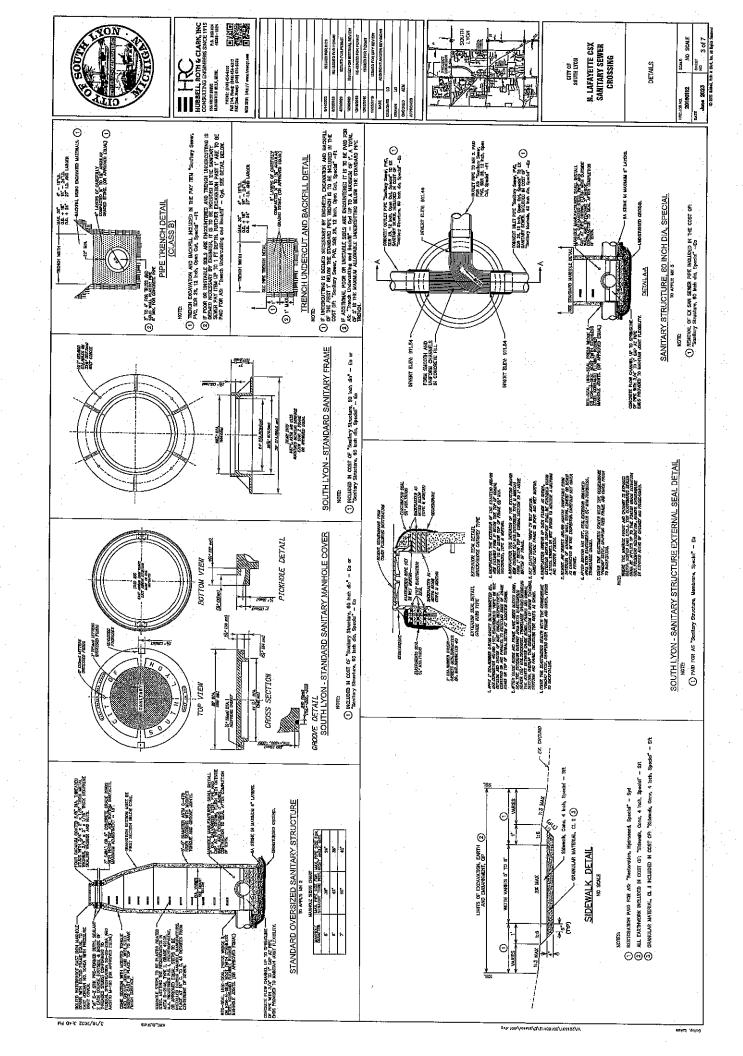
PHONE: (248) 454-6300 WEB SITE: http://www.hrs-engr.com 105 W. GRAND RIVER AVE HOWELL, MICH. 48843

JOB NO. 20180112

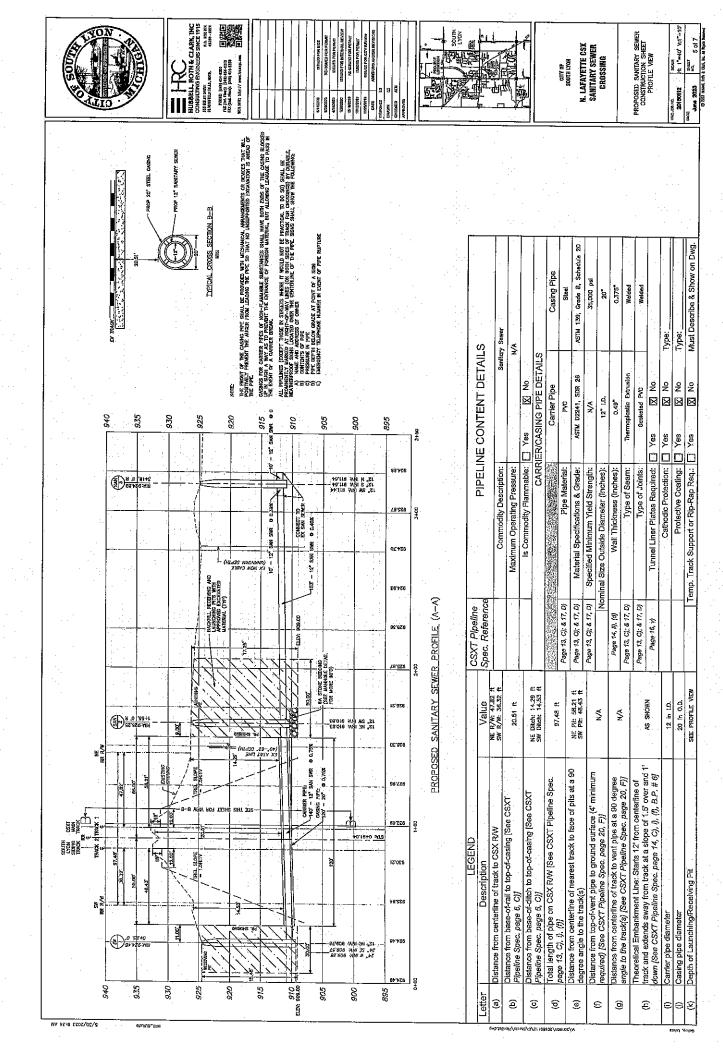
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ALIANS WO)			HUBBELL, BOTH & CLARK, INC.	SSE HOLET DANNE SLOGMITTED MILES, MICH. ACORD - OPZI	MONE, (Add) 454-4391	Frid (and French (but) 454-455)						GUI-GOODS ISSUED FOR BIDS	ARAPROS ISSUED FOR PERMIT	120/2020 (SSUED FOR INTERNAL REVIEW 120/2020 (PERSUED FOR PERSUE)	Therefore the state of the stat	CANE ADDITIONS AND UR RENISONS	DEADWIN LS	Chelcochia ASA APPRONED MPG				HLINOS PHIL				一多是				SOUTH 1708	N. LAFAYETTE CSX	SANITARY SEWER	CROSSING			PROJECT NOTES		ANDJORNO. SOME	25	File & Clerk, he	
	MISCELLANEOUS	EXICING PROPERTY		!	 	MERITICAL BOARD \\\ \Omega\) \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	WOODS/BRUSH LINE	and		COS MINISTER CARDINACE	253	CONTERIOUS SHRUB	OCCUPACIONS THESE	Assumption of marter		**	C	3 (TELECOMMUNICATIONS RISER T	o [4 H36k	SECTION CORNER	SOIL BORING, PAYEMENT CORE ()	×××× ·	•	UTILITY ABANDONED - UTILITY ABANDONED					HELICATE BY OINERS	ite. Austria										
<u>TEGEND</u>	WATER & SEWER SYMBOLS	S SHOURS WHEN STANDARD THE SHOPE SHOP SHOPE SHOP	FER SA SA		⊚ [and an	, ①	DRANIAGE FLOW SACK OF CURB	SANUTARY LIANHOLE (S) (B)	⊗ S S S S S S S S S S S S S S S S S S S	VALVE &	O O NOR GLASS		a a	HENO EE	G) (B) NOTATO MAU		UTILITY SYMBOLS	EXISTING PROPOSED.		ATIONS1	WATIRAL GAS	8	2 2 2	JULITY POLE W/ RISER	лент раке — ф	UNILITY POLE W/ LIGHT	UTILITY , UTILITY ,	ALECTRIC METER (B) THEE REMOVAL	₩.		ATIONS MANHOLE [1]	RAPHO POLE (C) RELIGION CONTRACTOR POLICE CONTRACTOR CO	♦ @			NDERGEOUND WARKER							
ABBREVATIONS HORDWIR DIRKS GENERAL	RE P.O.R. PODNIT OF ROTATION P.O.R. PODNIT OF BECHANING P.O.E. PODNIT OF BROWNE P.O.E. PODNIT OF BROWNE	TANIOLA MOLE TANIOLA T	STORY SEMER SANTARY SEMER	POINT OF COMPONED CHRYSTARE 1222 INTERNATION OF THE POINT OF TAXABLES TOWN OF TAXABLE TAXABLE TOWN OF TAXABLE	POINT ON CURNE TRUCTURE TRUCTURE CONTR. POINT OF REVENE CURVATURE F.A. HTDBANT TROST ANXIET BECATION	S.S.L. SLUPE SIANE LINE C.P. COMPACTED IN PLACE C.S.B. COMPACTE SAND BACKTL.	VZPDCAL CHRAGS. POINT OF VERHICAL CHRACE	P.V.L. POINT OF VERTICAL INTERSECTION P.V.L., POINT OF VERTICAL TANGENCY STO	WELCA CARA	:	1. ALL SOIL EXOSTOR AND SEDIABATATION CONTROL (SESS) (TRAKS SHALL BE IN ACCORDANCE WITH MOOT ZOAD STANDAND SECTIONARY ON CONTROLACTION AND THE MOOT SOIL RESIDENCY MAD STANDARD WITH A MAN THE MOOT SOIL RESIDENCY MAD STANDARD WATHER MAINTER IN A DOTHORY. THE CONTRACTOR SHALL STALLOW ANY LOCAL SESS.	STE AND NOT ALLOWED	THE CALLETT IN AN ADJACENT MELCO, THE INVESTMENT'S WARRANTS HILLDED ENTH MATHEMATING MAIN-MAIN MANA-MADE ENTH MATHEMATIC THE STREAMS STORM BRANKS, WARRANTS HARDS, SPANE OF MATHAMICS, THE CONTINUE WILL CONTINUE THE CONTINUE OF MATHAMICS AND VARIANCE AND THE CONTINUE WILL CONTINUE WAS AN ADMINISTRATION OF MATHAMICS OF THE MATHAMICS AND MA	DE ENTERING	JSJRE PROCRESSIVE URAL VEGTATION AS NOMINIZE THE AREAS	LETT BARBEN DIRRIG CONSTRUCTION. THE CONTRACTOR WILL CALLY BE ALLONED TO DISTURB ONLY THOSE AREA SHEEN DIRRIGHTED WITHOUT THE PROBLEM OF THE PROBLEM THAT ARE WHITHOUT THE PROBLEM ONLY IN THE PROBLEM ONLY WELL NOT BE PAUL	FFECTIVENESS AND WHEN	MIRACTOR SHALL REMOVE S CONSTRUCTED WITH CALVERT DIAMETER, THE	S S S S S S S S S S S S S S S S S S S	S.AL, TENDDARY SESCIPACES SHALL BE PERINDICALY MANTAINED AND CLEAKED OF ALL. ACCUMILATED SEGMENT TO ENSINE THEY REMAIN OPERATIONAL UNIT, ALL DISSUPTED AREAS ARE	_	ALL BE PERMANENTLY	HAS SEASON ALL STRAW BETCHE PROVIDING ARLY SPRING GROWTH.	ALIN ADDITION TO SESS MEASURES, CONSTRUCT BARREERS TO PROTECT CRITICAL EROSIDA AREAS AND TO PROPERT CRITICAL PROSIDA AREAS AND TO PROPERTY PROMISED AND REPORT SAURISMAN AREAS THAT AND PROSIDATIONS PORTAINS AREAS THAT AND AND THE CARROPINS STRAINS AND THAT CARROPINS STRAINS AND THAT CARROPINS STRAINS AND THAT AND THAT AND THAT CARROPINS STRAINS STRAINS AND THAT CARROPINS STRAINS	BE PLACED AT THE	_	ALEKED DINIO PURRICI ID FOR IN THE PANELICAL	INED IN THE TURF	12, FOR THAL PROJECT ASSETANCE AND ESCS PERMI LOCARIO, THE REMOVAL OF EMPORATY SESS. MENSHES, CANSTRUCTION OF PERMANENT SESS CHARACTAR AND 9D PERCENT WICKING ROWNT ON DISTURBED AREAS ARE REQUIRED, IN ADDITION, PARSMENT, ONTOIRES, CALITIERS, CARCH BASINS, AND	-	APAMENT FOR THE SEXD TIDES WILL INCLUDE VIRIBBILING, PLANTAMINION DAN REMOVING THESE TIDES AS REQUIRED, IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS OR AS SPECIFIED, MANY TOWNS, OF THE TRANSPARY SESO, TIDES WILL NOT BE PAID FOR			ROJECT, BASTALLATION TO		R TO INSTALLING SESS ITEMS, IF APPLICABLE. SURFACE EARTH EXCAVATION, OR ESABING, ALL SESC ITEMS MOST	BE IN PLACES SHOWN ON THE PLANS, THEY WELLING BUT NOT LIMITED TO THE FOLLOWING. ALINSTALL GEOTEXTILE SILT FENCE TO PROTECT LAKES, WETLANDS, RIVERS, DOTOHES, LOW LANDS AND	_	_	es.	A CLERR ALL ACCIMILATED SET AND SEDMENT PERIODICALLY AND AFTER STORM EVENTS TO MAINTAIN THE EFFECTMENTESS OF THE CONTROL MEASURES.				
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- Storing shall be a confection type, which complained mystess the exceedable However, where positive by also consistent, partial confections with open when why here track may be permeasible, and determined by the Experimentation, and determined by the Experimentation. Text.cl. bours usy not an accopiation neares of smarks, Thresh bours are continued for use on CSCI property the Theoretical Relenant use Linck following Soru.
- Cofferance shall be constructed using interfeshing stead shoot titler, or when appeals forther lagging. Wester, and stage shall be included when disasted by the deep The use of telepide can be permasticle for temporary strang spalaria, when is a manner of the risk Upon can analysis of the risk Upon can analysis of the risk Upon can analysis of the risk that there.
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- Independing AFEAN (Deptile 7, R, and 15.3.)
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- work plans shal be addenibed in accordance with Section 4 of this document, as well as the indowing

IL TRACK MONITORING

- The envey deals also to collected in cocombinate with the approved (squarks) and remarkasely familying to the Engands for emptys.

Soil and Water Management Policy

Oversien: «Stal Yause, COUT Enriquentity Department must reven and deprive reaso of colf on COUT property.

is all Droucke Will was claused to support and CRAT propose. The right proposed is a CRAT proposed decadation oney CRAT probability, and consider the right proposed can approach and CRAT probability between visit and several and consideration with collection and memoric decadation factors. One places are always to the CRAT throughout the collection of the collection

Erbewageng is be) ved for a pracie prayer. ESKT Environmental Department, must when red, fewegeng fight pitet in the ride of pleasan of sex of cooper, Cooper, Cooper, Cooper, parsky, which, pleasant approach CSKT provide ancientural askarping of provincestage or talk parsky finally as without Environmental Right of Elity or exproved it without by the CSKT Envi Department.

Insurance Requirements for Public Projects

Agenty and Cogimeter, if and to the extent that either as parleming work on or about CONT's property, shall pracue and restable the CESAR's projectors policies.

- Stakeby Worker's Compension and Empayers Usaky Insumeza edinantia of not has than \$1,000,000. Hinch intuanco must contain a under of outropaten against CSCT and he efflutes if formitted by state similar
- - Raboul potable labely resource with herb of rackes than 55,00,000 constant angle for for trady-by and to proble delenge in constant or a conspecie acres land of 900,000,000, wich formers and study for tolereng actions a constant or a constant of the second second of the second and second second or second second or second actions. The Rained Protective Inscrease Policy must be on the ISO PINA form of Rained Frotechive transmit Service Ofton (ISO) Form CS 00.35.

 - b. CSX Terreportation read by the ranned ensured on the Robood Protocine Insurance Policy
 - Names and Austrace of Contractor and Agency must appear on the Declarations
- Authoriged endimements must include the Polytion Exchanct Arrand OS CO 33 tension 86 and Star
- Authorized andorsanierus may not include

- 5. A numerical companies must be A. M. Boot said A. and Chas VII or beta
 - The CSX OP runteer or CSX contract number, so applicable, curriculant of inturative.

Connector must submit the organal Railrad Protective Lability or traitions and commitmentation (activities the relations policies) (or

Voltes Agency nor Contractor the reconst insurance.

CIPP DESIGN CALCULATIONS FOR PARTIALLY DETERIORATED GRAVITY PIPE (WITHIN EXISTING CASING PIPE)

ASTU F1218 Appendix XII∵ XI2 Gavity Pipe

- $P = \frac{2KE_k}{11 e^2}, \frac{1}{(DR I)^2} \frac{C}{P}$
- where promotivate load, pat ONFs), measured from the invest of the pipe.

 K enhancement factor of the soil and exting pipe ulphase to the new paper in minimum whose of Yali recommended where from these for the pagest of the existing piper).

 E_{2.} = langue perta (the corrected) modelius of elansicity for CHP, pil (AMPa) (son Note XI.1).

 y = Pressur's traff (23 necesge).

 DAR = ultransidus cuit or CHP,

 C = crafilly reduction fluctor.

5 - 862 MPd 50 - 2

DR = 0.0,/WALL THICKNESS = 25"/2,5" = 9,2

- ([中-神](-山))
- 5 a. percentage evoling of original pipe a.
 100 x Mean harks Elevator -- Alleman hards.
 110 x
- 100 x Marhaum forde Dramens Mean haske Diamens Meni faidh Danasses

X1.2.1.1 If the original pipe is east, the CIPP design from Eq.X.1.1 shall have a maintenan thickness as calculated by th following formule: 1.5 1 (1-10) 28" - 43 (1+10) 28-14 O. - Trace IV E. AT END'N

TABLE X1.1 Medimin Groundwar Loads for Partially Detectorated Grantly Plos Condition

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the Lord late		9	2	9	ę.	r.	87.0	91	2	95	20.1	baen and-on) t
6	4	1	9050	8020	100	1	0.472	250	-585	6.0	0.705	Party (BB) And Dr
Atomic City	į			-	-	-	*,	2	=	2	4	- 7.0, C = 125 000 par (SR)
repta September 1	Properties		٠		•		L	Ļ			٥	Y BUTTER,



HUBBELL, ROTH & CLARK, THC CONSULTING ENGINEES SINCE 1915

ESS HOLET BANE ELPOMPHELD MILLS, MICH.

PER SUPE MINESS NAME (MOSTALL SOUR PRORE: (241 454-432) 522 [142 Fine): (241) 454-1312 522 [244 Fine): (241) 454-1359

 $P = \frac{2(2.0)(862)}{(1-0.3)} \times \frac{1}{(9.2-1)^3} \times \frac{0.97}{2} = 11.96 \text{ MPa}$

DIPP THIDKNESS = 0.472 INCHES

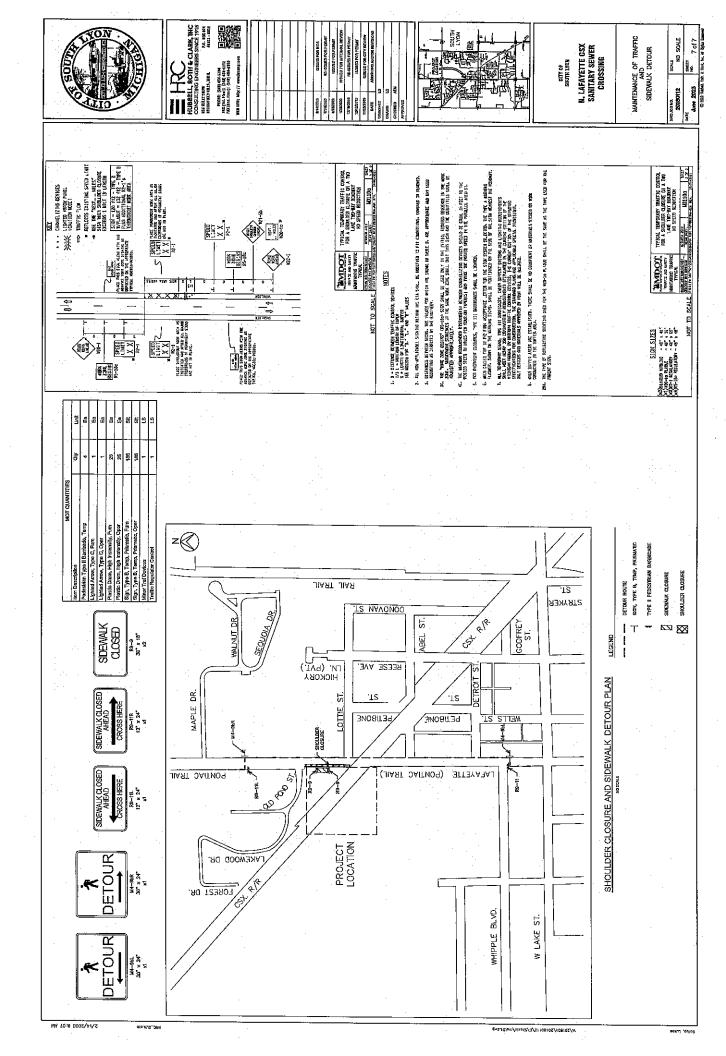
c - (I- 18 Mr+ 18 P - 0.97

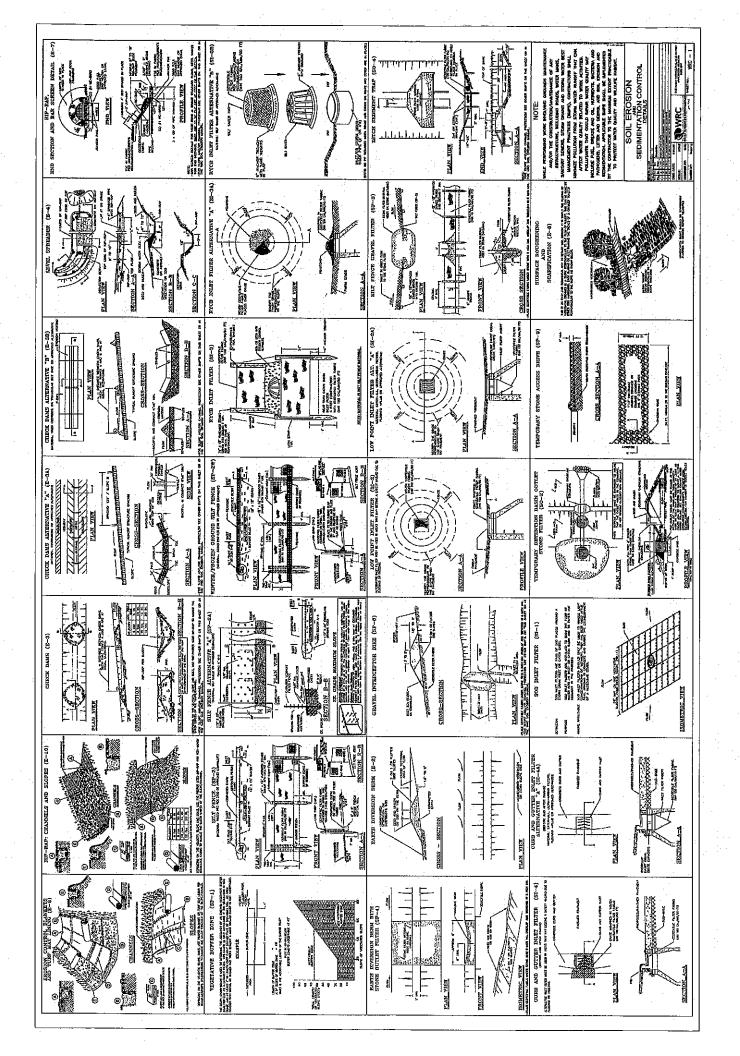
4 = 100 x 18.25=18 = 1.57

N. LAFAYETTE CSX SANITARY SEWER CROSSING

ADDITIONAL NOTES, BID DOCUMENTS & CIPP CALCULATIONS

20180112 NO SCALE Aure 2023 NO. 6 of 7 G 203 Hong, Bit & Chap, ba, of Egyb Ja.





AGENDA NOTE

New Business: Item # 2

MEETING DATE: July 24, 2023

PERSON PLACING ITEM ON AGENDA: Jeff Archey, DPW Superintendent

AGENDA TOPIC: Purchase of Combination Sewer Cleaning Vacuum Truck from Jack Doheny Company

EXPLANATION OF TOPIC: The DPW is requesting the purchase of a Combination Sewer Cleaning Vacuum Truck from JDC. This vehicle will be replacing our 15 year old Vactor truck which we be selling at third party auction site that specializes in selling heavy equipment. JDC was offering \$10,000 for trade in value. I believe we will get close to \$20,000 on the auction site. This should cover any increases or surcharges that we may incur. This is a budgeted item for the current FY and would be ready for delivery in January of 2024. The funds for this purchase will be coming out of the Vehicle/Equipment Replacement fund GL 642-979.500.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Quotation from Jack Doheny Company a member of the cooperative purchase program Sourcewell.

POSSIBLE COURSES OF ACTION: Approve purchase/do not approve purchase Combination Sewer Cleaning Vacuum Truck for Jack Doheny Company for \$496,118.84 from GL account 642-979.500

SUGGESTED MOTION: Motion by	, supported by
to approve the purchas	e of the Combination Sewer Cleaning
Vacuum Truck from Jack Doheny Company for the	cost of \$496,118.84 from GL 642-979.500





Date: 1/18/2023 Branch: 1100

Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy
Duty Truck Chassis



Sourcewell Contract #101221-VTR

City of South Lyon 335 Warren Street South Lyon, MI 48178 Attn: Doug Varney Phone: 248/437-1735

PROPOSAL ID: 18470

BM ID:

2023-51750

DOHENYCOMPANY.COM

_	2023		List	Selected
1	2110i-SE1	2100i Single Engine Fan, Single Stage, 10 yrd Debris, Combo	\$277,083.00	\$277,083.00
1	2014iSTD	1000 Gallons STD	\$0.00	\$0.00
1	2025i	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Single Axle	\$9,810.00	\$9,810.00
1	3002iSTD	Vacuum, Single Engine - Single Stage Fan	\$0.00	\$0.00
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00	\$0.00
1	009iSTD	Under Engine Toolbox	\$0.00	\$0.00
1	011iSTD	Aluminum Fenders	\$0.00	\$0.00
1	012iSTD	Mud Flaps	\$0.00	\$0.00
1	014iSTD	Electric/Hydraulic Four Way Boom	\$0.00	\$0.00
$\overline{}$	016iSTD	Color Coded Sealed Electrical System	\$0.00	\$0.00
-	019iASTD	Intuitouch Electronic Package	\$0.00	\$0.00
-	020iSTD	Double Acting Hoist Cylinder	\$0.00	\$0.00
-	025iASTD	Handgun Assembly	\$0.00	\$0.00
_	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00	\$0.00
_	030iSTD	Flexible Hose Guide	\$0.00	\$0.00
	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00	\$0.00
	045iSTD	Suction Tube Storage	\$0.00	\$0.00
-	046iSTD	1" Nozzle Pipe	\$0.00	\$0.00
\vdash	048iSTD	10' Leader Hose	\$0.00	\$0.00
	1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00	\$0.00
\vdash	1005iSTD	Dual Stainless Steel Float Shut Off System	\$0.00	\$0.00
$\overline{}$	1024iSTD 1031iSTD	Debris Body Vacuum Relief System Debris Deflector Plate	\$0.00	\$0.00
-	1032ISTD	48" Dump Height	\$0.00	\$0.00
	1041iSTD		\$0.00 \$0.00	\$0.00
$\overline{}$		Debris Body-Up Message and Alarm Low Water Indicator On Screen w/Alarm and Water	· i	\$0.00
	2001iSTD	Pump Flow Indicator	\$0.00	\$0.00
⊢	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00	\$0.00
\vdash	2022iSTD	Additional Water Tank Sight Gauge	\$0.00	\$0.00
1	2023iSTD	Liquid Float Level Indicator	\$0.00	\$0.00
	3019iSTD	Digital Water Pressure Gauge	\$0.00	\$0.00
-	4000iSTD	180 deg. Non-Extending Boom	\$0.00	\$0.00
_	4006iSTD	Front Joystick Boom Control	\$0.00	\$0.00
	4010iSTD	Boom Hose Storage	\$0.00	\$0.00
-	4017iSTD	Boom Out of Position Message and Alarm	\$0.00	\$0.00
-	4022ISTD	Telescopic Boom Elbow, Standard	\$0.00	\$0.00
-	5011iSTD	3" Y-Strainer @ Water Pump	\$0.00	\$0.00
	5015iSTD	Midship Handgun Coupling	\$0.00	\$0.00
	5022iSTD	Side Mounted Water Pump	\$0.00	\$0.00
-	6005iDSTD	Digital Hose Footage Counter	\$0.00	\$0.00
-	6007ISTD	Hose Reel Manual Hyd Extend/Retract	\$0.00	\$0.00
\vdash	6009ISTD 6020IBSTD	Hose Reel Chain Cover Hydraulic Extending 15", Rotating Hose Reel, 1" x 800'	\$0.00 \$0.00	\$0.00 \$0.00
_		Capacity		<u> </u>
-	6017iSTD	Hydraulic Tank Shutoff Valves	\$0.00	\$0.00
<u> </u>	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00	\$0.00
-	7003iSTD	Water Pump Hour Meter	\$0.00	\$0.00
-	7004iSTD	PTO Hour Meter	\$0.00	\$0.00
	7005iSTD	Hydraulic Oil Temp Alarm	\$0.00	\$0.00
_	7006iSTD	Tachometer & Hourmeter for Centrifugal Compressor	\$0.00	\$0.00
_	8000iSTD	Circuit Breakers	\$0.00	\$0.00
-	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00	\$0.00
	9002iSTD	Tow Hooks, Front	\$0.00	\$0.00
1	9002iSTD	Tow Hooks, Rear	\$0.00	\$0.00

	Chassis:			
1	PAFS370A-E	Single Axle Freightliner 114SD SBA, 370 HP, Auto, 46,000 GVWR, GHG	\$ 112,229.60	\$ 112,229.60

Paint:

Module Paint Color - Blue Cab Color - White

Sourcewell Build-Proposal Summary

<u> </u>	fodule/Options Total:	\$ 390,092.00
Options 5	Sourcewell Discount 3%:	\$ 11,702.76
Module/Options Total per Source	ewell Price Schedule:	\$ 378,389.24
	Chassis:	\$ 112,229.60
Total with Module, Options, (Chassis and Surchrge:	\$ 490,618.84
	Freight and PDI:	\$ 3,500.00
	Field Training:	\$ 2,000.00
	Total:	\$ 496,118.84

Terms and Conditions

Surcharges or rate increases issued by manufacturer that affect this quote following quote acceptance, but prior to order delivery, will be the responsibility of Buyer. Any surcharge or increase that is applied to this purchase will be applied at same cost as issued by manufacturer.

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties. If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Following quote acceptance, customer will receive a Build Specification Acknowledgement via Docusign. This must be reviewed and signed within 14 days of receipt to confirm and secure order.

Thank you for your consideration of this proposal.

Sincerely yours,

Adam Mazzara

Regional Sales Representative 308/712-6893 AdamMazzara@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer:		
Ву:		
Date:		
Email:		

1 90	003iSTD	Electronic Back-Up Alarm	\$0.00	\$0.00
	021ISTD	Camera System, Rear Only	\$0.00	\$0.00
		8" Vacuum Pipe Package	\$0.00	\$0.00
		Emergency Flare Kit	\$0.00	\$0.00
-	590STD	Fire Extinguisher 5 Lbs.	\$0.00	\$0.00
	0031	Debris Body Washout	\$1,851.00	\$1,851.00
		S.S Float Ball Cage for Float Shut Off System	\$675.00	\$675.00
		6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,481.00	\$1,481.00
		6" Rear Door Drain Port, 6:00 position	\$695.00	\$695.00
1 10		Internally Mounted Trash Pump	\$12,894.00	\$12,894.00
1 10	010i	Pump Off Plumbing to Front, Outlet Location will be dependent on supplied chassis	\$3,559.00	\$3,559.00
LL	014iB	304SS Centrifugal Separators, Dustboxes, Plenum and Crossover Tubes	\$12,024.00	\$12,024.00
		Folding Pipe Rack, Curbside, 8" Pipe	\$1,285.00	\$1,285.00
		Folding Pipe Rack, Streetside, 8" Pipe	\$1,285.00	\$1,285. 00
		Fixed Rear Door Pipe Rack, 8" Pipe	\$0.00	\$0.00
-	022i	Rear Door Splash Shield	\$1,885.00	\$1,885.00
	023i	Lube Manifold, with Lube Chart	\$2,800.00	\$2,800.00
		Air Purge	\$1,585.00	\$1,585.00
1 30		Digital Water Level Indicator	\$825.00	\$825.00
	0211	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,106.00	\$1,106.00
1 40	015í	180 deg. 10ft Telescoping Boom	\$18,728.00	\$18,728.00
1 40	011iB	Bellypack Wireless Controls with hose reel controls, 2- way communications, and LCD Display	\$3,812.00	\$3,812.00
1 40	013i	Rotatable Boom Inlet Hose	\$695.00	\$695.00
1 50	008iB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$2,103.00	\$2,103.00
1 50	010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	\$959.00	\$959.00
1 50	015i	Handgun Couplers, Front and Rear	\$741.00	\$741.00
1 50	021iC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube	\$3,188.00	\$3,188.00
1 50	023i	Fan Flushout System	\$612.00	\$612.00
1 60	002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,111.00	\$1,111.00
1 60	004iC	Hose Wind Guide (Dual Roller), Auto, Power Indexing	\$5,772.00	\$5,772.00
1 60	004iD	Rodder Hose Pinch Roller	\$1,704.00	\$1,704.00
1 60	014i	High Pressure Hose Reel	\$1,789.00	\$1,789.00
1 60	019i	Rodder Pump Drain Valves	\$600.00	\$600.00
1 60	031i	Front Hose Reel Tool Storage	\$360.00	\$360.00
1 80	001iM	Rear Directional Control, LED Arrowstick	\$2,155.00	\$2,155.00
1 80	002iA	Wireless, Waterproof, Rechargable, Handheld, LED Spot Light w/12V Charger	\$435.00	\$435.00
1 80	020iL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,944.00	\$3,944.00
1 80	027i	LED Mid-Ship Turn Signals	\$653.00	\$653.00
1 80	028i	Worklights (2), LED,Boom	\$966.00	\$966.00
$\overline{}$	029iD	Worklight, LED, Street Side	\$713.00	\$713.00
1 90	023iA	Safety Cone Storage Rack - Post Style	\$198.00	\$198.00
1 90	070iA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$2,391.00	\$2,391.00
-	071iF	Toolbox, Behind Cab - 14w x 36h x 96d	\$3,844.00	\$3,844.00
190	075iB	Toolbox, Driver Side Subframe, 48w x 20h x 12d	\$1,776.00	\$1,776.00
1 i1	L12STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00	\$0.00
1 i1	L24STD	Vactor 2100i Body Decal, Standard	\$0.00	\$0.00
1 L(OGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.00	\$0.00
	00655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00	· · · · · · · · · · · · · · · · · · ·
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AGENDA NOTE

New Business: Item #3

MEETING DATE: July 24, 2023

PERSON PLACING ITEM ON AGENDA: Jeff Archey, DPW Superintendent

AGENDA TOPIC: Award Sidewalk Replacement Project to Luigi Ferdinandi and Son Cement Company.

EXPLANATION OF TOPIC: The Sidewalk Replacement Project is being set up to replace any sidewalk that has been heaved or miss aligned due to the root system of our city trees. The contractor will be directed in which areas to address. The plan is to start in a subdivision and complete that area and move to the next. The contractor will be removing and replacing 300 flags of misaligned sidewalks that are creating trip hazards. They will also be removing and disposing of the tree roots that are causing the problem. The contractor is also be preforming all restoration. This is a job we did budget for this year and it will coming out of GL 101-441.974

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Quotations from Luigi Ferdinandi and Son, Concrete Construction, Inc. and Hartwell Cement Company

POSSIBLE COURSES OF ACTION: Award/not award the Sidewalk Replacement Project to Luigi Ferdinandi and Son Cement Company for \$89,925.00 form GL account 101-441.974.

SUGGESTED MOTION: Motion by	, supported by
to award the Sidewalk	Replacement Project to Luigi Ferdinandi and
Son Cement Company for the cost of \$89,925.00 from	om GL 101-441.974

CITY OF SOUTH LYON PURCHASE REQUEST QUOTE FORM

Hartwell conditi C817 (CIRCLE REQUESTED VENDOR—ATTACH EXPLANATION IF OTHER THAN LOW QUOTE) 789-7 REQUIRE DELIVERY BY: (Quotes shall be verbally, by telephone or by written communication) Concrete Cons, Inc. 517-223-759V Program ارا ارا HOWELL Side walk Replacement 5,45,4" ***************************** ROSEVIlle, MI 48066 Camma 536-774-1000 46 #1 300 Flans 15 15 15 15 ITEM DESCRIPTION: *DELIVERY DATE: *DELIVERY FEE: *AVAILABILITY: QUANTITY NEEDED: *LABOR PRICE *UNIT PRICE: *MODEL#: ADDRESS: CONTACT: VENDOR: OUOTED: *TERMS: PHONE:

Verbal throng 5175,600,00

<u>ර</u> ර

836

\$90°

89,925,60

*OTHER:

*F.O.B.:

QUOTE GOOD UNTIL:

QUOTE TAKEN BY:

DATE SUBMITTED:

LUIGI FERDINANDI & SON CEMENT CO. 16481 COMMON RD. ROSEVILLE, MI 48066 586-774-1000 FAX 586-774-1001

EMAIL: INFO@LUIGICEMENT.COM

PROPOSAL

Location: City of South Lyon

Sidewalk Progam

Quote: 23288

Contact: Jeff Archey 248-472-7178 archey@southlyonmi.org

Date: June 21, 2022

Estimator: Louie

Building Address	Description	R&R 4" Concrete Square Feet	Other	
Various Addresses	Remove and replace 7,500 sq ft of 4" thick sidewalk flags. Dispose of debris off site.	7500	Pricing includes removal and disposal of tree roots.	89,925.00
			TOTAL	89,925.00

Acceptance of Proposal/Contract
The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to complete the work as specified.

Date	Signature	
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AGENDA NOTE

New Business Item # 4

MEETING DAT	E: July 24, 20)23			
PERSON PLACI	NG ITEM ON	N AGENDA: Pa	tricia Tiernan. F	nance and Bene	efit Administrator
: :					are rediministrator
AGENDA TOPIO	C: Fiscal Year 2	2022 - 2023 Fina	ıl Budget Amend	Iments	
General Fund Exp Forfeiture Fund Re Sewer Bond Fund MATERIALS AT for General Fund, Fund and Equipme	Revenues, \$10,13 Revenues and \$ CTACHED AS Cemetery Perpendicular	34 for Drug Forf \$5,853 for Equip SUPPORTING	eiture Fund Expo oment Replacemo G DOCUMENT Drug Forfeiture	enditures, \$17,86 ent Fund Revenuent S: Budget Amer	05 for 2003 Sanita ues. ndment Explanatio
ing Salah Salah Salah Salah Sa	•		od Dopardiion, D	adget spreadsti	eets.
POSSIBLE COU	RSES OF ACT	CION: Approve	Reject the prope	and budget erre	
		. 1 O 1 (reject me prope	sed budget ame	naments.
SUGGESTED MO	OTION: Motio	on by		, supported by	•
,	to app	prove the propose	ed Fiscal Year 20	022-2023 final b	oudget amendment

Budget Amendment Explanation FYE June 30, 2023

General Fund - Expenditures

Administration:

Proposed increase of \$33,710 to Professional Service account line item (101-222.000-801.000) from \$466,290 to \$500,000. This proposed amendment is due to increased expenditures for bank services fees prior to City's transition of primary accounts to Huntington Bank. The increase is also attributed to S&P Global Services for Bond Rating.

Proposed increase of \$11,000 to Contractual Services account line item (101-222.000-802.000) from \$121,271 to \$132,271. This proposed amendment is due to increased expenditures for computer services agreements, postage service and rental equipment and the addition of the BS&A service agreement for Cemetery module.

Proposed increase of \$29,100 to Planning Consultant account line item (101-222.000-817.000) from \$55,000 to \$84,100. This proposed amendment is due to increased expenditures for Planning Consultant services from CIB Planning.

Total Department increase in expenditures: \$73,810.

Fire Department:

Proposed increase of \$1,500,000 to Capital Equipment account line item (101-336.000-978.000) from \$0 to \$1,500,000. This proposed increase is required to recognize the Aerial Ladder Fire Truck into service at the Fire Department. The delays in building and receiving the ladder truck caused the accounting to span two Fiscal Years. In FYE 6/30/2022, other financing sources was recorded to recognize the purchase agreement that held the financing in an internal escrow account with the lender and a corresponding restricted asset was recorded on the balance sheet. This created a large surplus in the General Fund for FYE 6/30/2022. For FYE 6/30/2023, the City had to remove the restricted asset and record the expenditures, which negatively impacted ending General Fund Balance. Over the span of the two Fiscal Years, the impact to Fund Balance is zero given the significant surplus FYE 6/30/2022 and the decrease this year.

Total Department increase in expenditures: \$1,500,000.

Senior Transportation:

Proposed increase of \$11,584 to Contractual Services account line item (101-596.000-802,000) from \$90,000 to \$101,584. This proposed amendment is due to late billing of May and June 2022 transportation fares (FYE 6/30/2022) by Peoples Express received by the City in November 2022. The payment had to be posted in the FYE 6/30/2023.

Total Department increase in expenditures: \$11,584.

Total appropriation for General Fund expenditures will increase \$1,585,394 to \$9,824,145.

Cemetery Perpetual Care Fund Revenues

Proposed increase of \$6,950 to Sales of Lots account line item (209-000.000-646.000) from \$37,000 to \$43,950. This proposed amendment is due to additional sales of graves in the City cemetery.

Proposed increase of \$3,122 to Interest account line item (209-000.000-665.000) from \$350 to \$3,472. This proposed amendment is due to higher than anticipated interest rate earnings in the City's Cemetery Fund bank account.

Total appropriation for Cemetery Fund revenues will increase \$10,072 to \$47,422.

Drug Forfeiture Fund Revenues

Proposed increase of \$521 to Interest account line item (265-000.00-665.100) from \$10 to \$531. This proposed amendment is due to higher than anticipated interest rate earnings in the City's Drug Forfeiture and DEA Drug Forfeiture bank accounts.

Total appropriation for Drug Forfeiture Fund revenues will increase \$521 to \$531.

Drug Forfeiture Fund Expenditures

Proposed increase of \$10,134 to Capital Expenditures account line item (265-000.000-984.000) from \$55,721 to \$65,855. This proposed amendment is due to the F-150 Truck (ordered in FYE 6/30/2022) but received in FYE 6/30/2023) requiring additional equipment to be put into service. This also included replacement equipment for Police Vehicle No. 552.

Total appropriation for Drug Forfeiture Fund expenditures will increase \$10,134 to \$65,879.

2003 Sanitary Sewer Bond Fund Revenues

Proposed increase of \$17,805 to Interest account line item (307-000.000-665.000) from \$75 to \$17,880. This proposed amendment is due to higher than anticipated interest rate earnings in the City's 2003 Sanitary Sewer GO Bonds Fund bank account.

Total appropriation for 2003 Sanitary Sewer Bond Fund revenues will increase \$17,805 to \$1,363,553.

Equipment Replacement Fund Revenues

Proposed increase of \$5,853 to Interest account line item (642-000.00-665.000) from \$0 to \$5,853. This proposed amendment is due to higher than anticipated interest rate earnings in the City's Equipment Fund bank account.

Total appropriation for Equipment Replacement Fund revenues will increase \$5,853 to \$121,678.

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		JND OPERATION		· - · · · · · · · · · · · · · · · · · ·				
	SUMMARY (OF EXPENDITURES				:		
					 :		·	
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			Audited	Amended	Adopted			
	Expenditure	Description	2020-2021	2021-2022	2022-2023	Amended 2022-2023	Adopted	Propose
				2021 2022	2022-2023	2022-2023	2023-2024	2024-202
	222	Administration	1,738,289	1,914,708	1 700 010			
		Police	2,734,968	2,887,688	1,760,522	1,847,924	2,025,452	2,034
	336	Fire	761,323	1,223,403	3,279,633	3,288,633	3,386,998	3,482
	346	Ambulance	2,304	5,680	1,165,896	2,665,896	1,258,010	1,340
	441	Public Works	913,455	1,025,197	5,680	5,680	5,680	5
.	567	Cemetery	121,662	147,960	1,056,462	1,180,617	1,284,131	1,215
	596	Public Transportation	91,060	87,076	201,241	201,241	189,454	194
	751	Parks & Recreation	225,016	320,493	90,000	101,584	92,000	93
	800	Cable	1,044	13,925	462,365	462,365	822,986	418
		Cultural Arts	623	2,975	13,925	13,925	8,925	3,
. [803	Historical	25,900	34,125	5,200	5,200	5,375	5,
	820	Veterans Memorial Project	9,498	9,000	43,580	43,580	51,500	52,
			- 7,50	3,000	7,500	7,500	48,000	
								
		Totals	6,625,143	7,672,230	8,092,005	0.004 - 45		
				7,072,230	6,092,005	9,824,145	9,178,511	8,847,9
L	Printed:	7/18/2023						
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ADMINIST	NERAL FUND OPERATION			<u> </u>			
121111011	GIZON						
		Audited					
xpenditure	Description	2020-2021	Amended	Adopted	Amended	Adopted	Proposed
	Wages/Salaries		2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
	Fringe Benefits	419,979	385,129	403,172	403,172	492,243	504,54
	OPEB Retiree Health Care Trust	161,103	164,889	195,249	195,249	221,265	226,79
727.000	Office Supplies	31,983	17,880	16,560	22,152	23,922	17,00
	Operating Expense	5,712	5,600	5,600	5,600	5,000	5,00
740.100	Cash Drawer +/-	38,833	44,900	48,000	48,000	25,000	25,62
	Professional Services	379	- <u>- </u>				
802.000	Contractual Services	513,726	626,590	466,290	500,000	502,208	514,76
807.000		102,594	129,000	121,271	132,271	133,334	136,66
	Planning Consultant	30,720	40,000	45,000	45,000	45,000	45,00
	Elections	54,029	65,000	55,000	84,100	75,000	76,87
	Computers	40,533	27,090	17,000	25,000	51,500	41,000
	Legal Fees	18,873	21,000	15,000	15,000	10,000	10,250
	Insurance & Bonds	67,135	70,000	75,000	75,000	75,000	76,87
	Memberships & Dues	51,351	57,000	57,000	57,000	57,000	58,42
	Telephone	12,894	13,380	13,380	13,380	14,040	14,39
	Transportation & Mileage	15,145	23,000	16,000	16,000	17,000	17,42
863 000	Vehicle Maintenance	398	5,600	5,000	5,000	1,000	1,025
	Community Promotions	-		500	500	500	513
000,000	Grant Expenditures	68,574	94,500	96,000	96,000	123,000	126,07
900,000		27,549		-			120,07
		4,551	7,000	7,000	7,000	6,000	6,150
	Publishing	5,709	6,000	11,000	11,000	10,000	10,250
920,000		28,970	26,650	27,000	27,000	27,000	27,675
931.000	Building Maintenance	3,532	3,000	3,000	3,000	4,000	4,100
957.000	Education/Training	2,451	7,000	6,000	6,000	6,000	6,150
962,000	Miscellaneous Expense	418	1,000	1,000	1,000	1,500	1,538
969,000	Contribution to Community Schools	1,119	- :		-70.00	1,500	1,550
969,200	Contribution-Solid Waste	25,466	43,000	43,000	43,000	46,440	47.601
969.300	Contribution-Comm SchoolsA/V Equip.		20,000		.5/550	10,7770	47,601
	Beautification	2,866	6,000	5,000	5,000	30,000	70.000
972.000	Capital Improvements	1,697			3,000	20,000	20,000
974.100	Rental Properties						-
977.000	Equipment Miscellaneous		500	2,500	2,500	19 500	
	Transfer Out to D.D.A.	-	4,000	4,000	4,000	18,500 4,000	8,700
	TOTAL	1,738,289	1,914,708	1,760,522	1,847,924		4,000
				2// 00/022	1,047,324	2,025,452	2,030,418
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101-336 GE	NERAL FUND OPERATION			T		 	
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		Audited	Amended	Adopted	Amondad		
Expenditure	Description	2020-2021	2021-2022	2022-2023	Amended 2022-2023	Adopted	Proposed
702.000	Wages/Salaries	415,710	401,515	464,221		2023-2024	2024-2025
715-720	Fringe Benefits	44,261	68,941	106,809	464,221	592,853	610,639
721.000	Uniforms & Cleaning Allowance	13,940	19,000	19,475	106,809	108,079	111,321
725.000	OPEB Retiree Health Care Trust		19,000	1,600	19,475	19,475	19,962
727.000	Office Supplies	1,545	5,300	5,300	1,600	1,600	1,600
740.000	Operating Expense	9,752	13,260	14,590	5,300	5,300	5,433
802.000	Contractual Services	52,418	44,181	45,286	14,590	15,028	15,404
820.000	Computers	4,602	6,617		45,286	59,527	61,015
827.000	Insurance & Bonds	21,974	24,480		8,482	7,397	7,582
830.000	Memberships & Dues	5,163	5,500	6,100	25,092	25,845	26,491
851.000	Radio Maintenance	2,442	2,081	2,133	6,100	6,100	6,253
853.000	Telephone	4,394	9,500		2,133	2,133	2,186
860.000	Gas & Oil	6,633	6,732	8,000	8,000	12,469	12,781
863.000	Vehicle Maintenance	22,388	25,500	6,900	6,900	8,148	8,352
880.000	Community Promotions	621	1,632	30,000	30,000	30,000	30,750
	Utilities	8,563	12,240	1,673	1,673	3,000	3,075
930.000	Repairs & Maintenance	3,761	4,100	12,000	12,000	12,360	12,669
	Building Maintenance	11,178		4,203	4,203	4,203	<u>4,308</u>
	Hydrant Rental	2,500	17,505	17,943	17,943	17,943	18,392
	Education/Training	18,093	2,601	2,666	2,666	2,746	2,815
	Capital Improvements	2,840	24,000	24,600	24,600	24,600	25,215
	Equipment Purchases	34,215	747.740	69,917	69,917	31,770	87,125
	Capital Equipment	· · · · · · · · · · · · · · · · · · ·	247,718	21,472	21,472		
991.000	Debt-Principal	74,330	281,000		1,500,000		
	Debt-Interest			238,809	238,809	244,278	2 4 9,872
	TOTAL	761.222	4.000	28,625	28,625	23,156	17,562
		761,323	1,223,403	1,165,896	2,665,896	1,258,010	1,340,800
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<u> </u>	PERATING	FUND						
E	xpenditure	Description	Audited 2020-2021	Amended 2021-2022	Adopted 2022-2023	Amended 2022-2023	Adopted 2023-2024	Proposed 2024-2025
::	802,000	Contractual Services	91,060	87,076	90,000	101,584	92,000	93,84
		TOTAL	91,060	87,076	90,000	101,584	92,000	93,84
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209 CEMET	ERY PERPETUAL CARE			<u> </u>		<u> </u>	<u> </u>
						-	
		Audited	Amended	Adopted	Amended	Adopted	
Revenue	Description	2020-2021	2021-2022	2022-2023	2022-2023	Adopted 2023-2024	Propos
646,000		66,300	37,000	37,000	43,950	42,000	2024-2
665.000	Interest Income	1,159	1,700	350	3,472	500	3.
	TOTAL REVENUES	67,459	38,700	37,350	47,422	42,500	
				27,000	TARTER	42,500	37
Corporation		Audited	Amended	Adopted	Amended	Adopted	Propos
Expenditure	Description	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-20
972,000	Cartiel To						
995.101	Capital Improvements		100,000	25,000	25,000	20,000	
995.101	Transfer to General Fund	50,000	49,500	48,110	48,110	50,626	48
	TOTAL EXPENDITURES	50,000	140 500				· ·
		50,000	149,500	73,110	73,110	70,626	48
	BEGINNING FUND BALANCE	752,256	752,256	641,456	641 455		<u> </u>
	TOTAL FISCAL YEAR REVENUES	67,459	38,700	37,350	641,456	615,768	587
	TOTAL EXPENDITURES	50,000	149,500	73,110	47,422	42,500	37
	ENDING FUND BALANCE	769,715	641,456	605,696	73,110 615,768	70,626 587,642	48 576

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	265 DRUG F	ORFEITURE		-				· · · · · · · · · · · · · · · · · · ·
()			Audited	Amended	Adopted			
1	Revenue	Description	2020-2021	2021-2022	2022-2023	Amended	Adopted	Propose
		Drug Forfeiture Funds	68,555	TOTAL EGIZE	2022-2023	2022-2023	2023-2024	2024-20
	659.002	DEA Foreiture Funds	- 55/552					
	665.100	Interest Income	18					
	680,000	Miscellaneous Income			10	531	50	
		TOTAL REVENUES	68,573	50		<u>-</u>	<u>. </u>	<u> </u>
* .			00,575	50	10	531	50	
			Audited	Amended	44			
	Expenditure	Description	2020-2021	2021-2022	Adopted	Amended	Adopted	Propose
	740.000	Operating Expense		2021-2022	2022-2023	2022-2023	2023-2024	2024-202
		Capital Expenditures	14,059	43,500	24	24	24	
		Miscellaneous Expenditures	21,000		28,400	65,855		
			·	·				
		TOTAL EXPENDITURES	14,059	42 500		:. <u>-</u>		
			17,009	43,500	28,424	65,879	24	<u> </u>
:		BEGINNING FUND BALANCE	27,376	P1 000	20.440			
		TOTAL FISCAL YEAR REVENUES	68,573	81,890	38,440	68,599	3,251	3,
		TOTAL EXPENDITURES	14,059	50	10	531	50	
		ENDING FUND BALANCE	81,890	43,500	28,424	65,879	24	
			01/030	38,440	10,026	3,251	3,277	3,2
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07 - 2003 W	ASTEWATER TREATMENT PLANT	BONDS		1	· · · · · · · · · · · · · · · · · · ·	T		
·	State Revolving Fund			 				
		Audited	Amended	Adopted	1,			
Revenue	Description	2020-2021	2021-2022	2022-2023	Amended 2023-2024	Adopted	Proposed	
				2022, 2023	2023-2024	2023-2024	2024-2025	
402.000	Current Property Tax	1,197,391	1,251,431	1 245 672	d 0/45 670			
665,000	Interest Income	174	1,000	1,345,673	1,345,673	1,488,606	531,10	
667,592	Contribution-Comb, Water &			<u>75</u>	17,880	500	10	
	Sewer Fund							
675.401	Contribution Cap. Equip.							
<u> </u>	TOTAL REVENUES	1,197,565	1,252,431	1,345,748	4.260 EEG			
			1,202, 101	1,343,746	1,363,553	1,489,106	531,20	
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<u> </u>		Audited	Amended	Adopted				
xpenditure	Description	2020-2021	2021-2022	2022-2023	Amended 2023-2024	Adopted	Proposed	
			2022 2022	2022-2023	2025-2024	2023-2024	2024-2025	
991.100	Debt-Principal	950,000	975,000	1,000,000	4 000 000			
991.999	Paying Agent Fees		750	750	1,000,000	1,025,000	1,050,000	
	Debt-Interest	133,998	115,872	91,184	750	750	750	
			115,072	91,184	91,184	65,872	39,934	
	TOTAL EXPENDITURES	1,083,998	1,091,622	1.001.024	4 524 524			
			1,031,022	1,091,934	1,091,934	1,091,622	1,090,684	
	BEGINNING FUND BALANCE	733,665	847,232	1 000 044	4 054 054			
	TOTAL FISCAL YEAR REVENUES	1,197,565	1,252,431	1,008,041	1,261,854	1,261,854	1,659,338	
	TOTAL EXPENDITURES	1,083,998	1,091,622	1,345,748	1,363,553	1,489,106	531,208	
	ENDING FUND BALANCE	847,232	1,008,041	1,091,934	1,091,934	1,091,622	1,090,684	
		0.72.02	1,000,071	1,261,854	1,533,473	1,659,338	1,099,862	
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	Bond Paid Off FY 25-26							
							 	
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642 VENTO	E/EQUIPMENT REPLACEMENT	T	·				
REVENUES	LIEQUIPMENT REPLACEMENT	ļ					
KLVEHUES				1.0			
Revenue	P	Audited	Amended	Adopted	Amended	Adopted	Proposed
	Description	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
	Interest	85		-	5,853	500	
	Rental General Fund-DPW	10,000	10,200	10,200	10,200	10,200	10,200
667.202	Rental Major Streets	22,000	22,000	22,000	22,000	22,000	22,000
	Rental Local Streets	24,000	17,000	17,000	17,000	17,000	17,000
	Rental Cemetery	4,600	4,600	4,600	4,600	4,600	
	Rental Water & Sewer Oper.	50,000	51,000	51,000	51,000	51,000	4,600
667.751	Rental Parks & Recreation	11,025	11,025	11,025	11,025	11,025	51,000
· · · · · · · · · · · · · · · · · · ·	Charges for Services				11,023	11,023	11,025
	Sale of Fixed Assets					100,000	
599.101	Transfer In from General Fund		<u>-</u>			100,000	·-
	TOTAL	121,710	115,825	115,825	121,678		-
				225/025	12.1,070	316,325	115,825
_							<u> </u>
<u> </u>	BEGINNING FUND BALANCE	344,351	423,019	425,802	475.002	242 702	
<u> </u>	TOTAL REVENUES	121,710	115,825	115,825	425,802	243,783	560,108
	TOTAL EXPENDITURES	43,042	113,042		121,678	316,325	115,825
	ENDING FUND BALANCE	423,019	425,802	271,000	303,697	-	
		125,015	423,002	270,627	243,783	560,108	675,933
						<u> </u>	·
XPENDITUE	RES						<u> </u>
xpenditure	Description	Audited	Amended	Adopted	Amended	Proposed	Proposed
	Leaf Vac/Chipper	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
						-	_
070.400	F350 Pickup w/plow	·			-	_	-
	4 X 4 Truck/Street Sweeper	43,042	43,042	-	-	⊒.	
	5 yard Dump/Salt Truck			195,000	224,829	_	
979.600				_	-	_	
9/9./00	Attachment - Remote Easement Machine		50,000	-			
979.800	Mowing Equipment - 16' Mower Deck	T	20,000	-			
979.900	Bobcat/Toolcat		-	76,000	78,868		
				- 5,550	70,000		
							
			- · · · · · · · · · · · · · · · · · · ·				
							<u> </u>
	TOTAL	43,042	112 042	774 000			
		73,072	113,042	271,000	303,697		<u>-</u>
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HOME > GARDENING > OUTDOOR GARDENING

Here's What to Know About the "No Mow May" Movement

It's intended to support pollinators, like bees and butterflies—but people have divided opinions.

By Morgan Noll Published on May 6, 2023



In This Article

What is No Mow May?

The Pros of No Mow May

The Cons of No Mow May



allowing your grass to grow beyond a certain height. So it's no surprise that there's some controversy surrounding a movement called "No Mow May" that's encouraging people not to mow their lawns for the entirety of the month of May. However, the divide in opinions on this movement isn't just about keeping up lawn appearances—it's about pollinators. Keep reading to learn more about No Mow May, how it started, and what people are saying about its pros and cons.

RELATED: Beautiful, No-Mow Alternatives to a Grass Lawn

What is No Mow May?

No Mow May is a campaign that started in 2019 in the United Kingdom by Plantlife, a conservation charity. The group's mission is to "secure a world rich in wild plants and fungi" for the health of the environment. No Mow May, which, as stated above, calls for people to leave their lawns untouched for the month of May, is an extension of that mission statement. Research has shown that consistently mowed lawns can diminish biodiversity, as they don't provide vital food for pollinators, like bees and butterflies. So, the purpose behind No Mow May is to allow grass and wildflowers to grow unbothered for a month to create habitats and food sources for early-season pollinators—when other flowers are scarce.

The No Mow May movement has started to gain more popularity in the United States. In 2020, Appleton, Wisc., became the first locality to create an ordinance giving people a choice not to mow their lawns in May—and more and more communities have started participating.

However, there is some debate as to whether the movement is as helpful to pollinators as it intends to be. Keep reading for more.

The Pros of No Mow May

individuals can participate in the effort. As the Plantlife campaign page explains, "even the smallest grassy patches add up to a significant proportion of our land which, if managed properly, can deliver enormous gains for nature, communities, and the climate."

Save the Bees

No Mow May can play a part in supporting initiatives to save the bees. Bees are crucial to healthy ecosystems, because, according to the United States Department of Agriculture, in the United States, more than one-third of all crop production requires insect pollination—and honeybee colonies are our primary pollinators. So it's a circular relationship between us and the bees: We help provide food for them; they help provide food for us.

Reduce Pollution

Reducing the frequency of lawn mowing can also help decrease pollution. According to the <u>U.S. Environmental Protection Agency</u> (<u>EPA</u>), one hour operating a new gasoline lawn mower emits the same amount of volatile organic compounds and nitrogen oxide driving a new car 45 miles.

Strengthen Lawns and Use Less Water

Mowing your grass too often or too short can have adverse affects on your lawn—weakening it and limiting its nutrient supply. So, reducing the frequency of mowing can also help to strengthen your lawn and make it more drought tolerant—which, in turn, helps conserve water.

RELATED: Stop Believing These 9 Lawn Care Myths—Try These Tips Instead

The Cons of No Mow May

The most significant critiques of No Mow May aren't coming from antienvironmentalists or pollinator-haters. In fact, it's the opposite. Critics of No Mow May have concerns that the movement could be unintentionally The Wall Street Journal spoke with Doug Tallamy, a University of Delaware professor who has a Ph.D. in entomology, for his opinion on the month-long movement. As the article states, "Dr. Tallamy sees little logic in letting lawns grow longer for a few weeks. If people simply let their grass grow for a month and then revert to a clipped green monoculture, they are teasing pollinators with short-term snacks followed by starvation, he said."

Another expert, Tamson Yeh, turf specialist with the Cornell Cooperative Extension of Suffolk County in New York, told <u>The Associated Press</u> that she also finds the short-term solution counterproductive. "Bees tell each other where the food is, and pollinators—when they discover an unmown lawn—will remember to come back to it again and again," Yeh told the outlet. "Then on June 1st, when the food disappears, it's not good for them." She added that pollinators can get confused when the grass is suddenly low again, giving predators more opportunity to take advantage of them.

These experts, and other critics of the No Mow May movement, advocate instead for providing more permanent <u>habitats for pollinators</u>. This can be done by replacing lawns—or at least part of them—with native plants and trees that will feed pollinators all season long.

RELATED: How to Create a Pollinator-Friendly Garden

Was this page helpful?





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LANDSCAPE AND GARDEN MAINTENANCE | 4 min read

May 2023

WANT TO DITCH YOUR LAWN? CONSIDER THE PROS, CONS AND ALTERNATIVES OF NO MOW MAY

Monique Allen & Nina O'Brien



Front lawn - Organic Turf & Dutch White Clover Blend

More than any fruit or vegetable, lawns are the largest irrigated crop grown in the United States. According to a satellite imaging study conducted by NASA, lawns cover an area six-times the size of Massachusetts. That study was conducted nearly two decades ago. Imagine how much land area lawns cover today? It seems irresponsible considering the cost of food and the decline of pollinators.

If you maintain a lawn, the effort and money (not to mention the water) might seem justifiable if you spend time entertaining of playing out there, but if your primary goal is to keep up with the Joneses, it might be time to re-prioritize.

NO MOW MAY: FLEETING MEME OR PERMANENT LIFESTYLE CHANGE?

Enter, No Mow May. It's a meme movement you may have seen on social media. The movement's purpose is to take back habitats for native pollinators, but the problem is that it's temporary. Unless you're willing to stick with a pro pollinator regimen for the remaining eleven months out of the year, you may as well have mowed in May.

Somewhere deep down in our psyche having a neat lawn is tantamount to success. The first grass lawns were seeded as status symbols for members of the European aristocracy. Last time I checked, there were no aristocrats living in my neighborhood (How about you?). And, yet the state of our lawns somehow still represents our status.

They tell passers by a bit about our socio-economic ranking and are indicative of whether or not we're living the American Dream. The uniformity of lawns are a signal to others that we want to belong and that we're upstanding members of the community. Some people may feel they don't have a choice. Many neighborhoods impose strict rules on lawn maintenance, but much of the desire and motivation falls on our own shoulders.



Click to Tweet: Is No Mow May worth the hype? Learn about the pros and cons of this initiative, and discover some

alternatives for a healthier yard!" #NoMowMay #LawnCare #Sustainability

If you think you're not willing to live amongst the weeds, No Mow May isn't for you. No Mow May allows Mother Nature to reclaim her territory - but gives humans permission to take it back on June 1st. At that point, you'll either love the meadow in your front yard, or you'll be running to the nearest home improvement store in search of weed killer to suppress the creeping Charlie, clover, dandelions and violets that have infiltrated your once pristine swath of green.

Neighbors will talk. It's up to you not to buckle under pressure. A recent New York Times article titled, "In Wisconsin: Stowing Mowers, Pleasing Bees," written by Anne Readel described the plight of one woman who committed to No Mow May. Her grass got so long, her neighbors called the police because they thought she died! Do the research, know the facts and be willing to educate the community about why you made the decision. Your lesson might just resonate with that nosy neighbor.



Geranium cantabridgiense 'Biokovo' - a great plant to cover land that could have been lawn

BREAKING TRADITION: TRANSFORMING YOUR YARD WITH SUSTAINABLE LAWN ALTERNATIVES

If letting your lawn grow seems too crazy, try eliminating a patch of grass and replacing it with a perennial garden bed. It's a perfect alternative. Not only will the pollinators love it, but it will be a beautiful addition to your yard.

The best thing about native perennial beds is that the flowers come back year after year. You'll have to water until the roots are established, but because native perennials have adapted to your local environment over time, very little maintenance is required. Every other year, you may have to divide plants if they outgrow their space, but it's worth it. I don't know about you, but free plants sound way better than a boring patch of grass!



Click to Tweet: Tired of the traditional manicured lawn? Check out these alternative lawn care practices that can benefit both your yard and the environment!" #LawnCare #Sustainability #NativePlants

Planting trees is another great alternative. Trees provide shade, improve air quality, reduce soil erosion, and create habitats for wildlife. Native trees are usually the best choice because (you guessed it) they require less maintenance and they have a better chance of thriving. Before planting, make sure your tree will have enough room to grow and mature. And, finally consider adding mulch or other ground cover around the base of the tree to suppress weeds and maintain moisture.

If replacing a portion of your lawn with a perennial bed or trees seems a little too daunting, you can always add some clover to the mix. Clover grows quickly, suffocates weeds, enriches the soil and feeds the bees. Oh, and did I mention how good it feels on bare feet?



Mix & Match - can't give up all the lawn - consider half turf & half mixed clover & vetch

EMBRACE THE BEAUTY OF NATURAL CHAOS, YOU MIGHT JUST LOVE IT!

So, what about you? Are you ready to embrace a messy but beneficial yard? Maybe you are, but your family isn't (that's always the case, right?)

We've come to terms with it. Even though, we're not letting all the grass grow, we're committed to taking back some of our lawn little by little.

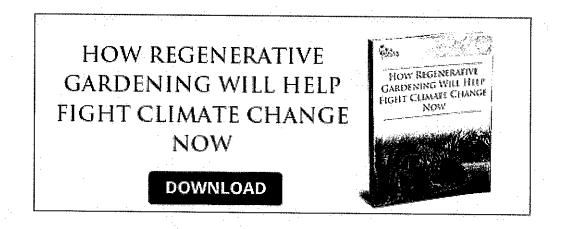
Our lawns are already a mix of turf and Dutch white clover. And, this year, I'm resolving to plant two pollinator gardens. It's exciting. Like a blank canvas. A chance to showcase some creativity and artistic vibes.

Monique made it through last year's drought with minimal well-water use thanks in large part to the native plants she chose for her own gardens. For years, she has prioritized reclaiming her lawn and transforming it into a dazzling yet sustainable work of natural art. She incorporated two large pollinator gardens and completely removed all the lawn on one side of her house to create a peaceful stroll garden in the dappled shade.

One of her newest creations is a 2,400 square foot area with raised garden beds for herbs and vegetables. Using her property as a resource rather than maintaining a resource guzzling space remains the cornerstone of what she wants to accomplish not only in her own outdoor living area but the hundreds of outdoor spaces she has designed for clients over the years.

The Garden Continuum specializes in sustainable, eco-friendly gardening. If you're considering giving up a portion of your lawn to create an eco-friendly oasis, give us a call, we'd love to schedule a consultation with you.

If you are interested in regenerative gardening, please download our eBook: How Regenerative Gardening will help Fight Climate Change.



IOWA STATE UNIVERSITY

Extension and Outreach
Horticulture and Home Pest News

Tips for Participating in No Mow May

No Mow May is a conservation initiative started by the UK-based organization, Plantlife. Over the last couple of years, this effort has gained a lot of attention in the United States. The primary message of No Mow May is to leave your lawn unmown for the month of May, creating habitat and food sources for early season pollinators.

Considerations Before Starting | Responsible Alternatives



No Mow May Can Potentially Support Pollinators

Spring is an important time for many pollinators. Many bees and other pollinators have limited food sources early in the season, especially in urban and suburban environments. By allowing some of the common flowering plants present in most home lawns to bloom, like dandelion, clover, creeping Charlie, and violet, you can provide more food for pollinators at a time of the year when many other flowers are not yet blooming. One frequently-cited study showed that unmown yards in the city have a fivefold increase in the number of bees present (Note: this study has since been retracted from the academic journal because of problematic data collection and research techniques).

Considerations Before Starting with No Mow May

Providing food and habitat for pollinators while eliminating the work of mowing the lawn sounds like a no-brainer! But there are a few things to keep in mind before you lock the mowe away for the entire month of May.

It Will Take a Lot of Effort to Get the Lawn Back Under Control

In much of the Midwest, including Iowa, the grass will grow at least a foot in the month of May. The grass will likely outgrow the flowering plants and once tall enough will smother any plants underneath. Most mowers are not equipped to cut grass that tall once June arrives. Ideally, you only remove one-third of the total leaf blade in a single mowing. Whether you use a mower or a string trimmer, taking grass that is 12+ inches tall down to the typical lawn height of 2.25 to 3 inches will cause stress or death of the grass because you are removing so much leaf material at once. Additionally, there will be a lot of grass clippings to chop up or remove. Grass clippings left piled on the lawn will smother and kill the plants underneath leaving bare or open spots in the lawn.

You Will Encourage the Growth of More Weedy and Invasive Plants

When lawns are not healthy, they develop thin or bare spots. Mother Nature covers the soil in plants and when bare soil is exposed in the lawn, many weeds grow. In summer these bare spots will be filled primarily by weeds like crabgrass, foxtail, purslane, and spotted spurge. These species do not support pollinators well. Additionally, most weeds common to lawns are not native. When allowed to grow unchecked, these weedy plants can become problems in other areas of the landscape and potentially natural ecosystems such as nearby woodlands or prairies.

When lawns are not mown, it can also promote the growth of weedy and invasive plants that wouldn't normally grow because they don't tolerate mowing. This includes woody plants like

mulberry, Siberian elm, or honeysuckle as well as other weedy forbs like velvetleaf, leafy spurge, and garlic mustard. Thankfully, most woody species would not have time to produce flowers and set seed before mowing resumes. However, they would make reclaiming the lawn more difficult. Some of the weedy forbs could produce flowers and seeds in that relatively short period furthering the spread of these unwanted invasive plants.

Lawns are Not Natural Spaces

In Iowa, nearly all lawns are comprised of non-native grasses and most of them have some (or many) weeds that are also non-native plants. They are highly managed spaces that require many inputs of water, nutrients, and time spent mowing. If you stop managing the lawn, it will not revert to a more natural space. Instead, it will be a collection of non-native plants allowed to grow unchecked. The lawn will always need some sort of management because it is a completely constructed and created landscape. Simply ignoring or halting the maintenance of the lawn is not a responsible way to manage these non-native plants.

Most Municipalities Will Issue Citations for Unkempt Lawns

Most cities and municipalities have some type of weed ordinance. These ordinances vary from place to place. They are typically created to reduce noxious weeds, manage pest problems like mice or rats, prevent dangerous property conditions, minimize allergens, and maintain the aesthetics and property values in the community. They outline the height and sometimes the types of plants that can be grown in the lawn and those properties that don't abide by the ordinance face fines or mowing fees. The way most ordinances in cities, counties, or HOAs are written would not allow for grass to remain unmown for an entire month.

Working with local officials to modify or temporarily suspend weed ordinance regulations would help you avoid fines. Keeping a mowed edge or border can also help as it defines the space and shows that the tall lawn is intentional and not due to neglect. Since most weed ordinances are enforced primarily by reporting from neighbors, engaging and educating neighbors on what you are doing, or putting up a sign showing that the space is for pollinators is beneficial.

Consider an Alternative to No Mow May

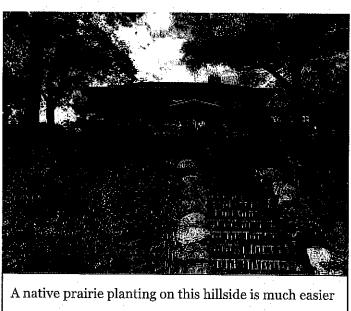
Providing additional food for pollinators early in the season is just one of many steps you can take to support pollinators. With the many pros and cons to No Mow May it can be difficult to decide what you can do to both promote and support bees and other pollinators while still

being a responsible manager of your landscape. There are some things you can do with your lawn that can achieve both.

Participate in Mow Less May

It is typical to mow once a week during the month of May in Iowa. Some small <u>preliminary</u> studies show that mowing every two weeks can still significantly increase bee population size. So instead of No Mow May, participate in Mow Less May. Mowing less frequently can support the cause and avoid many of the drawbacks. Most flowering plants in lawns, like dandelion and clover, flower even with mowing. By extending the time between mowings from every 7 days to every 10-14 days, you can continue to manage your landscape in a way that supports the pollinators with more flowers and avoids many of the drawbacks such as citations, undesirable weeds, and stress to the lawn.

Mowing less frequently will require you to set the mower height high to avoid removing too much leaf material at once. The good news is that mowing grass at a taller height promotes a healthier lawn. Mowing at a height of 3.5 inches (or a little higher for the month of May) promotes a larger, more drought-tolerant root system, can help shade the soil surface reducing undesirable weeds, and allows you to use less pesticide and herbicide on the lawn because the turf is healthier.



A native prairie planting on this hillside is much easie to care for than mown turf and better supports pollinators.

Create a Well-Designed Pollinator Garden

Rather than relying on the lawn to provide food sources for bees, install a pollinator garden. Pollinator gardens with a wide variety of species that bloom from early spring to late fall can

help support bees, butterflies, and other beneficial pollinators all season. When located in areas that connect to other nearby pollinator-friendly gardens or natural areas, these manager spaces not only look beautiful but provide food sources all season without promoting weeds or risking citations.

More information on creating pollinator gardens can be found in this Article: <u>Creating a Garden Bed as a Turgrass Alternative</u>.

Consider Eliminating the Lawn

Lawns are highly managed spaces that require many inputs. Simply not managing it for one month does not help pollinators all year and does not greatly reduce your maintenance inputs especially when you consider the added effort it takes to get your lawn back after a month of not mowing. Consider eliminating the lawn altogether and replacing it with plants or garden spaces that don't require frequent maintenance and support native insects and wildlife. Replacing turf with perennials, groundcovers, shrubs, and trees can reduce water consumption, pesticides, and fertilizers while increasing soil organic matter, building soil quality, and helping to retain and infiltrate stormwater. Remember, you don't have to remove the entire lawn all at once this spring. Phase in the transition from lawn to garden space. Ever just eliminating a portion of the turf in your landscape can help you see significant growth in the number of pollinators visiting your yard.

More information about lawn alternatives can be found in this article: $\underline{\text{Lawn Alternatives to}}$ $\underline{\text{Turfgrass}}$

Authors:

Aaron Steil Consumer Horticulture Extension Specialist

Last Reviewed: April, 2023



Photo: Xerces Society / Molly Martin

NO MOW MAY, LOW MOW SPRING

"No Mow May" is a quick and catchy name for a movement that aims far beyond not mowing the yard for a month. It's more than long grass and dandelion blooms. It's a gateway to understanding how we share our lawns with many small creatures.

Lawns cover 40 million acres, or 2%, of land in the US, making them the single largest irrigated crop we grow. Lawns are mowed, raked, fertilized, weeded, chemically treated, and watered—sucking up time, money, and other resources. Lawns provide little benefit to wildlife, and are often harmful. Grass-only lawns lack floral resources and nesting sites for bees and are often treated with pesticides that harm bees and other invertebrates.

When we think of habitat loss, we tend to imagine bulldozers and rutted dirt, but acres of manicured lawn are as much a loss of habitat as any development site.

Re-thinking the American lawn can take a variety of forms from reducing mowing frequency or area mown to permanently converting lawn to a more diverse and natural landscape.

Why mow less in the spring?

The start of the growing season is a critical time for hungry, newly emerged native bees. Floral resources may be hard to find, especially in urban and suburban landscapes. By allowing it to grow longer, and letting flowers bloom, your lawn can provide nectar and pollen to help your bee neighbors thrive.

Mowing less creates habitat and can increase the abundance and diversity of wildlife including bees and other pollinators. One way to reduce mowing is by participating in No Mow April, No Mow May, or Low Mow Spring.



NO MOW MAY AFFILIATE PROMO KIT W/SIGNS

NO MOW ORDINANCE EXAMPLES

Learn More:

- No Mow May FAQs
- Summaries of Published Studies of Conservation Benefits of Reduced Mowing
- Webinar: No Mow May? No Mow April? Low Mow Spring?
- Webinar: No Mow May: Bringing Your Community on Board with Bee City USA and Bee Campus USA affiliate panelists from Appleton, WI and Lawrence University
- Blog: No Mow May: A Gateway To Better Landscape Management For Bees
- Blog: For Pollinators' Sakes, Don't Spring Into Garden Cleanup Too Soon!
- Blog: No Mow May Affiliate Spotlights: Appleton, WI and Lawrence University

The history

No Mow May was first popularized by Plantlife, an organization based in the United Kingdom, but is now gaining traction across North America. The goal of No Mow May is to pause mowing during the month of May, allowing flowers to bloom in your lawn to help early season pollinators. Late winter and early spring is a time when floral resources are often limited.

In 2020, residents of Appleton, Wisconsin, an affiliate of Bee City USA, became energized about No Mow May and they convinced their City Council to suspend their weed ordinance for the month of May. Over 435 registered property owners participated that year. Empowered by their success in 2020, the Appleton Bee City committee spread the word and attracted even more participants in 2021, and in 2022 it spread to communities across the country.

Though no organization officially oversees No Mow May, many Bee City USA and Bee Campus USA affiliates choose to participate. And while not mowing in May isn't right for everyone or every region, the campaign can be a good tool for getting new people involved in pollinator conservation.

Not mowing for a few weeks is a simple step to take, but it is only one step and more is needed to transform our neighborhoods. Can you mow less all year or add flower species to your grass?

Help us empower communities to protect the life that sustains us!



white clover in urban and suburban lawns. Researchers in Massachusetts found 93 species of bees visiting lawn flowers, with the greatest diversity and abundance on lawns mowed every two or three weeks. Meta-analyses that looked at results of many studies from Europe and North America found a significant increase in the abundance and species richness of butterflies and bees in less-frequently mowed lawns, and that increased mowing intensity resulted in a significant negative effect on plant diversity and insect diversity.

Some studies also indicate that less intense mowing practices lead to fewer pests, as well as potential cost savings of up to 36% for park managers that by reducing mowing frequency from 15 to 10 times per year. And it is not just bees that benefit from flowering lawns. Surveys of park users in Minneapolis found that 95% of them supported less mowing.

Learn more: Summaries of Published Studies of Conservation Benefits of Reduced Mowing

Bees need more than weeds

Just allowing weeds to grow is better than no flowers, but the typical lawn weeds may not be the best for bees, or the best neighbors to other flowers. Dandelions, for example, have pollen that is low in protein (poor nutrition for bees) and is known to suppress other flowers. You can go beyond reduced mowing by changing your lawn to include more flowering species. A "bee lawn" may include white clover (*Trifolium repens*) and other low-growing flowering plants such as creeping thyme (*Thymus* spp.), selfheal (*Prunella vulgaris*), and others. Some plants, such as native violets (*Viola* spp.), may already be present and should be encouraged as they are valuable host plants for fritillary butterflies. For more information about creating a flowering lawn please see the resources at the end of this web page.





Side benefits of mowing less, year-round

- Save water while increasing drought tolerance: Taller grass tends to have deeper roots and less water evaporates from the soil.
- Reduce air and noise pollution from gas-powered lawn equipment
- Better conditions for other invertebrates like lacewings and fireflies. They prefer longer grass.
- Save time and money: So now you're ready to invest in more native plants!

Bees need more than long grass

Mowing less is one small step to help bees and it isn't enough to save the bees. The best way we can protect the over 3,600 species of bees in the US is to:

1 Plant a variety of native plants that bloom consistently throughout the growing season

Help us empower communities to protect the life that sustains us! DONATE



Every region is different. Learn what works for your habitat.

No one is in charge of No Mow May, Now Mow April, or any of the other variations. There are no set rules. What you choose to do is up to you, and what your local ordinances allow. Do what you can now, make incremental changes over time, and learn as you go.

Watch the native bees in your yard. When do they emerge? What native plants do they like? Add some height variation with spring-blooming native shrubs and trees, and see what visitors you attract to your yard.

Weed and lawn ordinance reform

If you want to participate in a No Mow or Low Mow month, start by reviewing your local rules and find out how strictly they are enforced.

Some cities and homeowners' associations (HOAs) may have rules against longer grass or even natural yards. We encourage you to check your local ordinances and advocate for reforms to allow for more pollinator-friendly yards. Some states now have laws preventing HOAs from banning certain types of natural habitat.

Engage with your city council, health department, or other local officials. Tell them what you are doing, why, and begin a conversation about how they can support natural landscapes in their community. This fact sheet from Penn State can help arm you with facts to overcome the common myths that have led to overly restrictive weed ordinances.

If current weed and lawn ordinances do not allow for longer grass or natural plantings, a policy change might look like:

- A new weed and lawn ordinance
- An amendment to weed and lawn ordinances.
- · A one-time or annual suspension of some weed and lawn ordinance enforcement for a month or longer
- A No Mow or Low Mow resolution signed by your city council or county commissioners, often paired with a suspension of some weed and lawn ordinance enforcement.
- An "opt-in" program, such as a Natural Lawn Registration program to sidestep the need to re-write a health
 code ordinance. Under such a model, a homeowner may register their natural landscape with their local health
 department. The health department can then decline to fine registered properties if they are maintaining the
 natural landscape properly and not encouraging the spread of noxious weeds.

Tips for keeping neighbors happy

- Maintain a mowed buffer. A tidy mowed edge along sidewalks and paths can make a busy natural planting look less overwhelming, and makes these spaces look intentional rather than neglectful.
- Tidy up your yard in other ways: Leave the Leaves and Save the Stems, but remove trash or broken décor, and keep fences and borders in good repair.



Much like with growing pollinator habitat, advocacy takes time, too. We encourage you to build relationships, educate the public, and lead by example. Lawncare can be an emotional topic and it's important to be respectful when asking people to make big changes. Keep it positive and highlight the benefits.

Present the ideas of mowing less and planting native plants as opportunities to help pollinators, not a criticism of your neighbors' choices. Show them the beautiful, low-maintenance plants that your community can add to help our native bees: share your favorite seeds and cuttings!

Not everyone will choose to convert their yard to native plants, but with time and effort hopefully we can get people comfortable with seeing neighbors participate. More participation = more accept



Help us empower communities to protect the life that sustains us!

DONATE

- **Do you need a perfect, weed-free lawn?** Try hand-pulling problem weeds instead of using "weed and feed" products or spot treatments. How about adding some low-growing flowers to it?
- Can you shrink your lawn? Frame your smaller lawn with a larger pollinator garden. Plant native wildflowers, shrubs, and trees to create a more diverse, wildlife-friendly yard.
- Could you leave a portion of your lawn unmown year-round? Transform low-traffic areas, especially areas around more natural habitat, into a low-management zones so birds, bees, fireflies, and other wildlife are more protected.
- Do you want to replace your lawn? Even a small garden plot can provide high-quality pollinator habitat.

 Consider planting a rain garden, native trees, a pollinator garden, or a wildflower meadow—
 or replacing your turfgrass lawn with native lawn alternatives.

EXPLORE RESOURCES

Read More about No Mow May

- No Mow May FAQs
- Summaries of Published Studies of Conservation Benefits of Reduced Mowing
- Webinar: No Mow May? No Mow April? Low Mow Spring?
- Webinar: No Mow May: Bringing Your Community on Board with Bee City USA and Bee Campus USA affiliate panelists from Appleton, WI and Lawrence University
- Blog: No Mow May: A Gateway To Better Landscape Management For Bees
- Blog: For Pollinators' Sakes, Don't Spring Into Garden Cleanup Too Soon!
- Blog: No Mow May Affiliate Spotlights: Appleton, WI and Lawrence University

No Mow May Resolution Examples

- Albion, MI
- Appleton, Wi-
- Edina, MN (pdf)
- West St. Paul, MN (pdf) (Page 7)

External Resources

Help us empower communities to protect the life that sustains us!

- White paper from Yale's Environmental Protection Clinic: Toward Sustainable Landscapes: Restoring the Right NOT to Mow
- Native Plant Society of the United States: Laws Promoting Native Plants

Resources from Xerces

- Pollinator Conservation Resource Center
- Bee-Friendly Nursery Plants
- Invertebrate education resources
- X Kids

Handouts to Print

- Bee City USA brochure
- Bee Campus USA brochure
- Smarter Pest Management: Pollinator Protection for Cities and Campuses
- · Regional Plant Lists
- Pollinator-Friendly Parks

NO MOW MAY, LOW MOW SPRING AFFILIATE PROMO KIT





Q For trusted expertise and superior results, find a landscape professional near you.

FIND A PROFESSIONAL (HTTPS://WWW.LANDSCAPEPROFESSIONALS.ORG/FINDAPRO/FINDAPRO/DIRECTORY/DIRECTORY.ASPX)

NO MOW MAY. NOT SO FAST!

Author: Bob Mann, Agronomist and Senior Director of Regulatory Affairs, National Association of Landscape Professionals

Well, it's finally May and the newspapers and on-line forums are filled to the brim with articles telling you not to mow your lawn this month. For the pollinators, they say. Everyone is busy and no one has the time to look to see if this "No Mow May" thing is legit or not.

Except for me (you can thank me later). And what I found was worse than I thought.

The initial concept behind "No Mow May" can be traced to a group in Great Brittan called Plantlife. The concept is if you do not mow your lawn during the month of May it allows flowers to bloom which, in turn, provide food for pollinators. Everyone loves bees, right? Who could be in opposition to bees?

Here in the U.S., the cause was taken up in Appleton Wisconsin. There the city adopted the concept in 2020 and made it a permanent policy in 2022. In adopting the policy, the city relied upon research conducted by a city resident who is also a university professor. There's only one problem: the study was bunk.

"In the spirit of full transparency, after finding inconsistencies between the published summary data and raw data, the authors and the editorial team have agreed to retract this article. The formal retraction notice will be published shortly." said the notice on the paper's website. Ouch.

News stories in early April 2023 out of Appleton suggest that in light of the study retraction that the city is considering abandoning their "No Mow May" policy.

We recently updated our <u>Privacy Policy</u>. (<u>https://www.loveyourlandscape.org/privacy-policy/</u>) By continuing to use this website, you acknowledge that our revised Privacy Policy GOT IT applies.

You may ask why this is so infuriating? The answer is quite simple: turfgrass managers love pollinators too. Properly maintained, your lawn is a net benefit for the environment. The list of these benefits is quite long from preventing erosion to capturing and sequestering carbon but you'll hear none of those things from people who hate lawns and want you to hate them as well.

Another study that actually is legitimate looked at the concept of how reducing lawn maintenance impacts pollinators and arrived at some surprising conclusions. What these scientists did was to take over the mowing chores at a number of residential homes and subject them to different mowing regimes.

What they found for the lawns mowed weekly is about what you'd expect. Since weekly mowing will remove weed flowers, there weren't very many pollinators visiting the lawn. Lawns that were mowed every second week had far more pollinators visiting ostensibly because there were more weed flowers.

Here's where it gets interesting: for the lawns that were mowed every third week the abundance of pollinators was less than the lawns mowed every two weeks.

The researchers theorized that the reason why there were more pollinators in the two week lawns versus the three week lawns was that it was easier for the pollinators to access the flowers in the two week lawns. I think that makes sense.

Here's the bottom line for me: maintain your lawn properly throughout the entire season. That means mowing at the right height and at the right frequency. It also means irrigating in a responsible way that is healthy for the lawn but also is respectful of water resources. Other things that you can do to improve the sustainability of your lawn include things like aeration of the soil and periodic overseeding to ensure that strong plants.

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THE BENEFITS OF HEALTHY LANDSCAPES

HEALTHY LANDSCAPES PROVIDE THE FOUNDATION FOR LIVING, WORKING AND PLAYING OUTDOORS. THEY ARE GOOD FOR OUR HEALTH, GOOD FOR OUR COMMUNITIES AND GOOD FOR THE ENVIRONMENT.

>> HEALTH AND SAFETY BENEFITS

Healthy, managed landscapes make people and their communities healthler.



REDUCE STRESS



MIPROVE QUALITY QE LIFE Second Street



REDUCE CAIME



IMPROVE ATTENTION AND MEMORY

In addition, they protect against outdoor pests that can transmit disease to people and pets.



Tarks can transmit Lynn dispense. Rocky Meantain opotted form, chalichlosis and babeslosis.



Floas can transmit topeworms to pots, as well as murine typhus and, occasionally, the buttonic physic to humans.



Fire ants can coulse pointul blisters and sometimes appeared in life-threatening anaphylaxis,



Mosquitoes can transmit West Nile, Zike, mainda, chikungunya, dengue and a host of other becterial and ying discasor.

>> A HEALTHY LANDSCAPE HAS...

Not all grass, plants or trees are healthy. Healthy landscapes take elfort, skill and know-how.



HEALTHY SOIL



NO PLANT-DAMACING PESTS OR DISEASE



HEW WEEDS



Healthy Grass, Shruds & Trees

>> ENVIRONMENTAL BENEFITS

The value of managed lawns and landscapes extends beyond the backyard and into the community at large.



CLEAN & PURIFY AIR



PROVIDE OXYGEN



MINIMIZENDISE



PROTECTWATER SOURCES
FROM UNHEALTHY RUNOFF

(333)

ACTAS HATURAL COOLANTS



offers your family, community and the environment, visit

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Learn More (/media/20351/benefits-landscaping-infographic-resized.pdf)

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THE TRUTH ABOUT LAWNS

LAWNS BENEFIT OUR COMMUNITIES



BREATHE EASIER

One 5,000-square-foot grass lawn can produce enough oxygen daily to support 14 to 34 people.*



LESSEN FLOODING

Natural grass has also been shown to reduce runoff and soil erosion from 6-18 times greater than bare soil.*



KEEP COOL

Lawns can be up to 69 degrees cooler than surrounding pavement.*



REDUCE CARBON DIOXIDE

Lawns are responsible for \$1-90% of the carbon captured in a suburban yard.*



INCREASE HOME VALUES

A well-maintained yard increases home values an estimated 19-15%.

*Statistics from The Lawn Institute

Visit TruthAboutLawns.org for more information.

We recently updated our <u>Privacy Policy</u>. (https://www.loveyourlandscape.org/privacy-policy/) By continuing to use this website, you acknowledge that our revised Privacy Policy applies.



PUBLIC TRANSPORTATION AGREEMENT

BETWEEN

PEOPLE'S EXPRESS INC.

AND

OAKLAND COUNTY

THIS PUBLIC TRANSPORTATION AGREEMENT ("Agreement") is made thisday
of2023, by and between People's Express Inc., 175 Barker Road, Whitmore Lake,
Michigan 48189, a Michigan non-profit corporation organized under Section 501(c)(3) of the
Internal Revenue Code of 1986, as amended, ("PEX"), and Oakland County, (the "County"), 1200
N. Telegraph, Pontiac, Michigan 48341, a Municipal and Constitutional Corporation, operating
under Act 139 of 1973 (referred to collectively as the "Parties"). The term of this Agreement is
set forth in the Term of Agreement section, being Article VII, Sec. 18.8, below. As expressed in
Article 2.2 below, the Parties anticipate that this Agreement will represent an ongoing
partnership between the Parties, who will work collaboratively and in good faith to effectuate the
expansion and efficiency of Transportation Services for the benefit of Oakland County
communities and businesses.

WHEREAS, Oakland County recognizes a growing need to provide safe, affordable and reliable public transportation for workers to reach jobs, patients to access health care, students to connect to colleges and universities and for seniors, the disabled and the general public to have more transportation options; and

WHEREAS, Oakland County has historically been actively engaged in the support of public transportation, having two members on the SMART Board of Directors; and

WHEREAS, on November 8, 2022, Oakland County put forth a Transportation Millage for the purpose of funding public transportation services in Oakland County, including operating, maintaining, improving and expanding transit services; creating and expanding new fixed routes for bus service connecting local communities; expanding transportation services for seniors,



veterans and people with disabilities; and providing transportation to get employees to jobs, patients to healthcare, students to colleges and universities and for other related purposes authorized by law; and

WHEREAS, on November 8, 2022, the citizens of Oakland County approved a millage for the above purpose to be levied at a maximum rate of .95 mills for a period of 10 years beginning in 2022 and ending in 2031; and

WHEREAS, it is anticipated that the millage from the ballot proposal will generate \$66,163,000 in the first year; and

WHEREAS, the principal providers of public transportation services in Oakland County are Suburban Mobility Authority for Regional Transportation (SMART), Western Oakland Transportation Authority (WOTA), North Oakland Transportation Authority (NOTA) the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) and People's Express Inc. (PEX); and

WHEREAS, PEX desires to provide certain public transportation services to the County as described more particularly in this Agreement and the exhibits/attachments hereto ("Transportation Services"); and

WHEREAS, the County and PEX wish to enter into an agreement to provide transportation services in furtherance of the goals and objectives of the November 8, 2022 Transportation Millage; and

WHEREAS, as consideration for the Transportation Services, the County, through its Board of Commissioners, will make payments to PEX as described more particularly in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:



ARTICLE I

DEFINITIONS

- 1.1 "Communities" mean cities, villages, townships, or other political subdivisions located within Oakland County
 - 1.2 "County" shall mean Oakland County.
- 1.3 "Exhibits" to this Agreement, as referenced herein and as made a part of this Agreement shall be as follows:

Exhibit A, Scope of Transportation Services ("Service Plan")

Exhibit B, PEX Terms of Payment

Exhibit C, Performance Report Template

Exhibit D, Insurance

Exhibit E, Sample Municipal Credit Agreement

- 1.4 "PEX Budget" means the proposed financial budget of PEX for each fiscal year for the provision of Transportation Services, included in the term of this Agreement for the PEX service area.
- 1.5 "Transportation Services" means the transportation services to be provided under this Agreement by PEX in Oakland County as set forth in Exhibit A, as amended.

ARTICLE II

TRANSPORTATION SERVICES

- 2.1 PEX shall undertake and provide the Transportation Services as set forth in the Service Plan attached as Exhibit (A) in accordance with this Agreement and all applicable Federal, State and local laws as they may from time to time be amended.
- 2.2 During the term of this Agreement, the Parties will work collaboratively and in good faith to effectuate the expansion of Transportation Services to include a larger geographical service area, a broader array of Transportation Services, increase in hours of operation and/or an increase in ridership. The Parties shall meet at agreed upon intervals to review and revise the scope of Transportation Services, budget and payment, and any agreed upon changes shall be set forth in amendments to Exhibits A and B. PEX shall be responsible for the administration and



management of Transportation Services.

2.3 No other material changes to the Service Plan may be made by PEX without the written consent of the County.

ARTICLE III

PAYMENT

- 3.1 The County shall pay PEX for the provision of Transportation Services in accordance with the terms and conditions of this Agreement.
- 3.2 PEX shall be paid by the County according to the terms and in the manner described in Exhibit B, as may be amended in accordance with Section 2.2, above.
- 3.3 Payments shall be subject to a final reconciliation by the Parties, which reconciliation may result in an additional payment or credit adjustment.
- 3.4 The amounts owing to PEX under this Agreement shall not in any event be in excess of any "not to exceed" amount established by the Agreement or corresponding Board of Commissioner Resolution without prior approval from the County.

ARTICLE IV

PERFORMANCE REPORT

- 4.1 PEX, at its expense, shall provide the County with a quarterly Performance Audit and Report of PEX's operations (Exhibit C). If requested by the County, PEX shall provide verification of information contained in the Performance Audit and Report to the County or other third party selected by the County.
- 4.2 PEX shall submit the Performance Report to the County within ten (10) days after the end of the calendar year.

ARTICLE V

AUDITED FINANCIAL STATEMENTS

5.1 PEX shall provide the County with PEX's unaudited quarterly financial statements, within thirty (30) days after the end of each fiscal quarter, and the audited annual financial statements within one hundred eighty (180) days after the end of the fiscal year



prepared in accordance with generally accepted accounting principles ("GAAP") by PEX's auditor (the "Financial Statements"). The Financial Statements shall indicate variances between actual and budgeted amounts for the quarter at the Financial Statement level. The County reserves the right to conduct further, independent audits of the expenditure of revenue from the Transportation Millage consistent with the oversight responsibilities of the Oakland County Board of Commissioners as established by the November 8, 2022 ballot language.

ARTICLE VI

PERFORMANCE OF THE TRANSPORTATION SERVICES

- 6.1 PEX shall commence, carry on, and complete the Transportation Services in a sound, economical and efficient manner, and in compliance with the Service Plan, including administration and management of the Transportation Services.
- 6.2 Except as expressly set forth in this Agreement, nothing in this Agreement shall subject the County to any obligations or liabilities of PEX, its contractors or subcontractors, or any other person not a party to this Agreement and therefore, no third-party beneficiaries are created by this agreement, in connection with the performance of any Transportation Services.

ARTICLE VII

RECORD KEEPING, AUDITS, INSPECTION, REPORTS, EVALUATION AND COOPERATION

- 7.1 Financial records, supporting documentation, statistical records, and all other records pertinent to the Transportation Services shall be retained by PEX for a period of at least seven (7) years and be made readily available to authorized representatives of the County for the duration of the Agreement.
- 7.2 PEX shall provide a periodic summary to the County of available grant opportunities it becomes aware of and shall seek input and support from the County, as practicable, for any grants that could impact the Transportation Services, but which are otherwise not available to PEX alone. In addition to and as practicable, PEX shall cooperate and provide input as needed by the County with respect to any grants available to it. PEX shall provide periodic updates to the County with respect to the marketing and advertising of the



Transportation Services. The Parties shall cooperate in elevating the quality, accessibility and level of the Transportation Services and their equitable distribution and access to riders. The Parties shall meet at least annually to discuss strategic goals and plans for the following year, to correct deficiencies in performance if found to exist, and to advance the goals and principles set forth in this Agreement, including but not limited to maximizing service and equitable inclusion.

ARTICLE VIII

INSURANCE

8.1 PEX shall purchase and maintain, during the term of this Agreement between the Parties, the types and amounts of insurance required by Exhibit (D). The contractual liability insurance as applicable to PEX's obligations herein, shall be specifically endorsed to include coverage for the indemnity provision required and described in Article IX.

ARTICLE IX

INDEMNIFICATION

9.1 To the extent permitted by law, PEX shall hold the County harmless, defend and indemnify the County, and each of its elected officials, Board of Commissioners, appointed officials, agents, employees, representatives, attorneys and volunteers from and against any and all losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action, whether at law or in equity, brought against them or any one or more of them based on any alleged injury (including death), or damages relating to or arising out of any act or omission of PEX, its officers, employees, agents, contractors, subcontractors and licensees, during the performance of this Agreement or in connection with the provision of Transportation Services, including but not limited to claims made against the County by any third party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom. The County shall in no event be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including but not limited to loss of profit, opportunity, use, revenue, data or



goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if the County was advised or aware of the possibility of such damages. The obligations under this Article IX shall survive the completion of the Transportation Services required to be performed hereunder by PEX and any end to this Agreement. Nothing herein is intended to diminish or waive any governmental immunity of PEX under the law.

ARTICLE X

NON-COLLUSION

10.1 PEX warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval pursuant to this Agreement. No PEX officer or employee, or board member shall be permitted to any share or part of this Agreement or to any material benefit arising therefrom.

ARTICLE XI

SIGNS AND IDENTIFICATION

11.1 Neither Party may identify the other Party on any vehicles, buildings, stations, equipment and other items used or acquired by them in connection with the Transportation Services without the prior written consent of the other Party.

ARTICLE XII

SEVERABILITY

12.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.



ARTICLE XIII

ASSIGNMENT AND AGREEMENT

13.1 This Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of PEX and the County, through its Board of Commissioners.

ARTICLE XIV

AMENDMENT

14.1 The Parties agree that no modification of this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement. No services shall be commenced, and no costs or obligations incurred in consequence of any amendment to this Agreement, or any attachments made hereto unless and until such amendment has been executed and made a part of this Agreement.

ARTICLE XV

TITLES

15.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XVI

ENTIRE AGREEMENT

16.1 The Parties agree that this Agreement, the Exhibits attached hereto, and documents referred to herein constitute the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement.



ARTICLE XVII

APPLICABLE LAW

This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan, excluding Michigan's conflict of laws principles. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

ARTICLE XVIII

MISCELLANEOUS

- 18.1 **Discrimination**. PEX, and its subcontractors under this Agreement, shall not discriminate against an employee or an applicant for employment in hiring, any terms or conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable Federal and State laws.
- 18.2 **Flow Down.** Any assignment, delegation or subcontract by PEX must include a requirement that the assignee, designee, or subcontractor will comply with the terms and conditions of this Agreement. The assignment, delegation or subcontract shall in no way diminish or impair performance of any term or condition of this Agreement.
- 18.3 Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Article 1, Definitions; Article 2, Transportation Services; Article 3, Payment; Article 7, Audits; Article 8, Insurance; Article 9, Indemnification; Article 17, Applicable Law; Article 18,



Miscellaneous.

- 18.4 **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the County or PEX.
- 18.5 **Waiver.** Waiver of any term or condition of this Agreement must be in writing and notice given pursuant to the Agreement. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require a strict performance of this Agreement.
- 18.6 **Cumulative Remedies.** Either Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 18.7 **Dispute Resolution.** The Parties agree to use all commercially reasonable efforts to resolve issues that arise in connection with the implementation, interpretation, enforcement, performance or nonperformance of any aspect of this Agreement. A Party seeking resolution of a dispute under this subsection shall first identify the nature of the dispute, in writing, and present it to the other Party's Contract Administrator who shall respond within ten (10) business days. If the respective Contract Administrators are unable to resolve the dispute through good faith consultation and negotiation, each party shall then appoint an additional senior executive to assist the Contract Administrators with resolution. If the matter has not reached a mutually acceptable resolution within 30 days of it first being presented to the Contract Administrators, either party may seek resolution through any other legal process up to and including litigation. This subsection shall not apply to a situation in which immediate action is necessary to preserve life or property.
- 18.8 **Term.** This Agreement shall begin on the Effective Date and end on the Expiration Date. The "Effective Date" shall be the date the Agreement is signed by the last Party to execute the Agreement. The "Expiration Date" shall be 11:59.59 on December 31, 2025. Unless otherwise provided herein, the Parties are under no obligation to renew or extend this



Agreement after the Expiration Date. This Agreement may only be extended by written amendment.

18.9 **Notice.** All notices required under this contract shall be in writing. Notices shall be effective: a) the next business day, if personally delivered; b) the third business day, if sent by U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent by a nationally recognized express courier with a reliable tracking system; or d) the next business day with a written response or receipt of confirmation, if sent by e-mail or fax. In each case Notice shall be sent to:

To:

For People's Express Inc.: Doug Anderson, Director PO Box 505 Whitmore Lake, MI 48189

For Oakland County: Eli Cooper Transit Division Manager 2100 Pontiac Lake Rd, Bldg.41W Waterford, MI 48328

With a copy sent to:

Solon Phillips Corporation Counsel 1200 N. Telegraph Rd, Bldg. 14E Pontiac, MI 48341



OAKLAND COUNTY EXECUTIVE, DAVID COULTER

<u>Authorization and Completion of Agreement</u>. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Doug Anderson, Director, People's Express Inc., hereby acknowledges that he has been authorized by People's Express Inc. to execute this Agreement on behalf of People's Express Inc. and hereby accepts and binds People's Express Inc. to the terms and conditions of this Agreement.

EXECUTED:		DATE:
	Doug Anderson, Director	
	People's Express Inc.	
WITNESSED: _		DATE:
	People's Express Inc.	·
IN WITNESS	WHEREOF, David T. Woodward, C	Chairperson, Oakland County Board o
Commissione	rs, hereby acknowledges that he has	been authorized by a resolution of the
		te this Agreement on behalf of Oakland
County, and I	nereby accepts and binds Oakland Co	unty to the terms and conditions of this
Agreement.		
EXECUTED:		DATE:
_	David T. Woodward, Chairperson	
	Oakland County Board of Commission	ers
WITNESSED:		DATE:
	Oakland County Board of Commission County of Oakland	



EXHIBIT A

2023 PEOPLE'S EXPRESS INC.

SCOPE OF TRANSPORTATION SERVICES

Scope of Work Summary:

Current Services

People's Express Inc. (PEX) is a registered 501 (c)(3) non-profit that has been providing transportation services in Southeast Michigan since 2007. The service area began in Northfield Township and has expanded over the years to include the City of Detroit and portions of Washtenaw, Livingston, and Oakland counties. Currently, there is a fleet of 40 vehicles and a staff of 42 full time and 27 part time employees that provide administration, dispatch, and vehicle operation for the entire PEX service area. Specific to Oakland County, PEX has existing individual contracts with Milford Township/Village of Milford, Commerce Township/Village of Wolverine Lake, City of Wixom, Lyon Township, and the City of South Lyon. Each community contract outlines a unique driving boundary and differing terms of payment. PEX accommodates trips to non-emergency medical appointments, work, shopping, banking, civic events, entertainment venues and social activities. In 2022, PEX provided 14,976 rides for residents in participating Oakland County communities and operated Monday through Friday from 9:00 a.m. – 5:00 p.m.

1. 2023 Scope of Services Utilizing Oakland County Millage Funds

- a. In this agreement, the term "Participating Community" is defined to include the Village of Milford, Milford Township, Commerce Township, Village of Wolverine Lake, City of Wixom, Lyon Township, and City of South Lyon.
- b. PEX shall begin the service as set forth in this Exhibit A within 30 days of the fully executed agreement.
- c. PEX agrees to terminate all contractual obligations with Participating Communities prior to the start of invoicing Oakland County for service as outlined in this Exhibit A.



- d. PEX shall provide transportation services for residents of the Participating Communities as outlined in Exhibit B.
- e. Trips will be made available based upon mutually acceptable schedule and fares with the priority being given to seniors aged 55 and older, low-income individuals, persons with disabilities, and Veterans.
- f. Services will be curb-to-curb; however, door-to-door service will be provided for people with a mobility device and in need of assistance. PEX will not assist clients with mobility devices up or down stairs; clients must have a ramp to and from the house. Vehicles will be parked at the curb and the driver will assist the client up and down the driveway.
- g. Riders that require assistance while the driver is operating a vehicle must have an aide in order to ride with PEX. Riders who have signs of dementia or memory loss must have an aide as well. Aides ride fare-free.

2. Service Guidelines

- a. Observed Holidays include the following: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.
- b. Weekday service hours shall be expanded to Monday-Friday from 6:00 a.m. 9:00 p.m., excluding holidays.
- c. Weekend service hours shall be expanded to Saturday from 6:00 a.m. 5:00 p.m. and Sunday from 9:00 a.m. 5:00 p.m., excluding holidays.
- d. Residents in need of transportation for emergency situations may request trips outside of PEX's posted service hours and on observed holidays, but trip fulfillment is at the discretion of PEX based on its capacity to accommodate such trips.
- e. Customer service and ride scheduling call center hours shall be Monday-Friday from 8:00 a.m. 7:00 p.m., excluding holidays.



f. Riders will schedule trips directly with PEX and an advance notice of 3 business days is required. Riders can request rides with less advance notice, but trip fulfillment is at the discretion of PEX based on its capacity to accommodate such trips.

3. Relations of Parties

- a. PEX shall meet quarterly, or as deemed necessary, with Oakland County Transit Division staff and staff/elected officials from Participating Communities. Regular meetings will be organized by the Oakland County Division Transit.
- PEX will work in a timely manner to address all concerns related to the contracted services
 presented by the Oakland County Transit Division staff and/or staff/elected officials from
 Participating Communities.
- c. PEX will collaborate with other transportation providers, Oakland County, and local communities to identify expanded geographic service areas and transfer stops to offer eligible riders expanded seamless service to other areas of the county.

4. Service Operations

- a. PEX will always maintain its equipment in good mechanical condition in conformity with all applicable safety regulations and will keep all vans and/or buses in clean condition, which vehicles shall be subject to inspection by Oakland County upon reasonable demand.
- b. PEX warrants that it now has, and will continue to have, during the term of this agreement, all necessary licenses, certifications, or other documents required by any federal or state governmental agency which authorize, permit or pertain to the operation of public transportation service. Verification of such licenses shall be presented to Oakland County upon demand.
- c. PEX will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used and have received training. Criminal background checks will be performed on all drivers. Drivers will display proper courtesy toward passengers and maintain a neat, clean appearance.



d. PEX will maintain upon its vehicles appropriate signage or markings so that "People's Express" may be identified by users of the service. PEX will abide by the policies and statements set forth in this agreement.



2023 PEX Service Area Map

• People's Express Inc. •

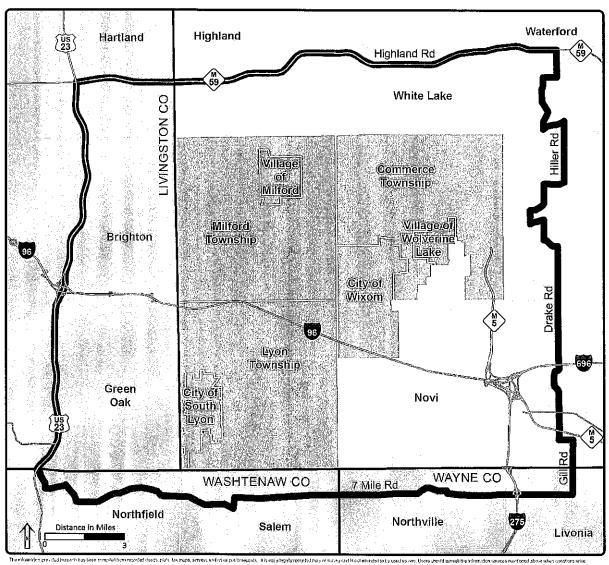






EXHIBIT B

2023 PEOPLE'S EXPRESS INC.

TERMS OF PAYMENT

Oakland County Public Transportation Millage Funds:

Total payment not to exceed \$1,056,652.17 to Expand Current Services plus Remove Existing Individual Participating Community Service Boundaries.

1. Terms of Payment for Services:

Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$1,056,652.17 (One Million Fifty-six Thousand Six Hundred Fifty Two Dollars and Seventeen Cents) in Public Transportation Millage Funds to People's Express Inc. (PEX) for the scope of work that is incorporated into this Agreement as Exhibit A. PEX will receive monthly payments as shown in the Payment Schedule table below. Except as extended, modified or amended pursuant to Article II and/or Article III of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2023.

2. Fee for Transportation Services

The following factors are included in the PEX monthly fee for transportation services:

- Insurance: Increase insurance coverages to meet the County Contractor Insurance
 Requirements as described in Exhibit D.
- b. Operations: PEX anticipates an overall increase in operational costs due to expanding the service area driving boundary, anticipated increase in the overall distance of oneway trips, and projected increase in ridership.
- c. Fuel and Maintenance: PEX shall be responsible for fueling, cleaning and all maintenance of vehicles. Vehicles shall be maintained consistent with appropriate industry safety standards.
- d. Fares: Adjust the discounted fare for transportation disadvantaged individuals to \$2.00 per one-way trip within the driving boundary to be consistent with other local



- transportation providers in the county. In addition, PEX is also offering a \$4.00 fare per one-way trip within the driving boundary to the general public.
- e. Staff: Hire and train additional staff to enhance capacity and deliver quality services.

 This includes increasing the number of on-road safety officers, safety supervisors, and shift supervisors. PEX projects an increase in its total wage expenditures.
- f. Hours of Operation: Extend hours of service on weekdays to start three hours earlier in the morning and four hours later in the evenings (Monday-Friday from 6:00 a.m. 9:00 p.m.) to be consistent with the other local providers. PEX is also extending Saturday hours to offer an additional three hours in the morning and introducing Sunday hours (Saturday from 6:00 a.m. 5:00 p.m. and Sunday from 9:00 a.m. 5:00 p.m.).
- g. Customer Service: Extend customer service hours for the PEX call center to take calls and book trips two hours earlier in the morning during the weekdays (Monday-Friday from 8:00 a.m. 7:00 p.m.) to be consistent with the other local providers.
- h. Vehicle Fleet: Take delivery of eight additional ADA compliant Transit vans to expand the vehicle fleet to meet projected capacity needs and improve service frequency.
- i. Collaboration: Work with other local transportation providers and the County Transit Division to attend regular coordination meetings and explore ways to increase connectivity, expand geographic service areas, and provide seamless service for riders from one provider to another.



3. Payment Schedule

2023	Operations Transportation Service		Capital penditures ump Sum)	Cro (Sep	iicipal edit t-Dec edit)	Operation	or Other ng Funds olicable
Oct*	\$	89,000.00	\$ -	\$	-	\$	-
Nov	\$	89,000.00	\$ _	\$	_	\$	_
Dec	\$	89,000.00	\$ -	\$	-	\$	-
Jan**	\$	89,000.00	\$ 735,704.00	\$ (35,	,051.83)	\$	-
TOTAL	\$	356,000.00	\$ 735,704.00	\$ (35	,051.83)	\$	_

^{*} This payment is for services provided in September 2023 and assumes that the Agreement is fully ratified and executed in September 2023.

4. Invoices

- a. The first payment by the County, after the Agreement is fully executed, will be made within 30 days of receipt of an invoice from PEX for the amount listed in the Payment Schedule.
- b. Thereafter, PEX shall submit an invoice for payment on or before the fifth day of each month, with the County making payment no later than 30 days after receipt of an invoice from PEX.
- c. The monthly PEX invoice shall include information regarding the number of riders; whether riders are seniors, persons with disabilities, low income, Veteran, or general public; purpose of the ride (medical, work, or shopping); and the dates rides were provided. Such information shall also be provided to the County upon request.

4. Municipal Credits

The Suburban Mobility Authority for Regional Transportation (SMART) contracts with cities, villages and townships to provide Municipal Credit funds, which are made available to it by

^{**} This payment is adjusted to credit the County for four months of Municipal Credit reimbursements to PEX from SMART. Assumes total annual Municipal Credit amount of \$105,155.50 from all Participating Communities.



the Michigan Legislature pursuant to Michigan Public Act 51 of 1951.

- a. All available Municipal Credit funds for Participating Communities shall be identified on the "SMART Municipal Credit and Community Credit Contract" as "Services Purchased from Subcontractor" and shall name "People's Express" as the Subcontractor, pursuant to an agreement to be entered into with the local communities involved. A sample "Municipal Credit Agreement" document for that purpose, to be executed by the local communities, is attached as Exhibit E.
- b. PEX hereby agrees to comply with all SMART Municipal Credit Program requirements, register with SMART in order to be reimbursed for applicable Participating Community Municipal Credits, and submit required documentation to SMART which may include invoices, ridership information, and proof of payment.
- c. Municipal Credits shall be shown as revenue for PEX and be credited quarterly on invoices to Oakland County.
- d. PEX agrees to credit the Oakland County invoices quarterly for Municipal Credits beginning 30 days after the first disbursement from SMART which is on or about January 2024.

5. Other Operating Funding Assistance

- a. PEX agrees to collaborate with the County and other transit providers to seek additional funding sources and leverage Public Transportation Millage funds. Other funding sources may include, but are not limited to:
 - i. Local Bus Operating (LBO): This is an operating assistance program to provide funds for transportation services in both urbanized and rural areas. State program funds may be used for operating and administrative assistance. LBO funds are distributed to eligible public transit agencies according to Act 51.
 - ii. 5310 Enhanced Mobility of Seniors and Individuals with Disabilities: This federal funding program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.



- iii. 5311 Formula Grants for Rural Areas: This federal funding program provides capital, planning, and operating assistance to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations.
- PEX agrees to credit the Oakland County invoices for any Other Operating Funding
 Assistance it receives for the portion of funds used in Oakland County.

6. Fare Collection from the Public

- a. PEX shall charge residents of Participating Communities utilizing its service \$4.00 per each one-way trip within the driving boundary as shown on the 2023 PEX Service Area Map as incorporated in Exhibit A.
- b. PEX shall charge seniors aged 55 and older, persons with disabilities, low-income individuals, and Veterans of Participating Communities a discounted fare of \$2.00 per one-way trip within the driving boundary as shown on the 2023 PEX Service Area Map as incorporated in Exhibit A.
- c. PEX will provide trips outside the driving boundary as shown on the 2023 PEX Service Area Map incorporated in Exhibit A to residents of Participating Communities at a fare of \$4.00 per one-way trip plus \$2.50 per mile driven outside the boundary.
- d. PEX will provide trips outside the driving boundary as shown on the 2023 PEX Service Area Map incorporated in Exhibit A for seniors aged 55 and older, persons with disabilities, low-income individuals, and Veterans of Participating Communities at a discounted fare of \$2.00 per one-way trip plus a discounted rate of \$1.25 per mile driven outside the boundary.
- e. The per mile fee for all one-way out of boundary trips is charged starting at the driving boundary and ending at the destination and vice versa.
- f. Fares for rides will be the sole responsibility of the rider and will be paid at the time of the ride.
- g. Aides or persons assisting either seniors or persons with disabilities will be permitted to ride at no cost.



h. All fares paid by eligible residents are to be retained by PEX.

7. Capital Expenditures

- a. PEX shall take delivery of eight (8) additional ADA compliant vehicles, hereinafter referred to as "Project Vehicle(s)," from a State of Michigan approved vendor to expand and improve service in accordance with the terms and conditions of this Agreement.
- b. Vehicles are anticipated to be delivered within six (6) months of PEX placing the order. All capital expenditures for the purchase of the Project Vehicle(s) shall be paid by Oakland County to PEX in a lump sum in an amount not to exceed \$735,704.00 (Seven Hundred Thirty-Five Thousand Seven Hundred and Four Dollars) within 30 days of Oakland County receiving notice of delivery from PEX.
- c. PEX agrees to use Project Vehicles for the purposes as stated in Exhibit A, which is incorporated into this Agreement.
- d. PEX agrees to provide all maintenance and repair of these vehicles, consistent with its responsibilities in Section 2(c), above.
- e. Prior to delivery of the Project Vehicle(s), PEX shall provide Oakland County with the Make, Model and VIN number(s) of the Project Vehicle(s).
- f. PEX is to notify Oakland County that they have taken possession of the Project Vehicle(s) and provide the date that each Project Vehicle(s) is placed in revenue service.
- g. PEX shall notify Oakland County of any changes, collisions or significant damage to the Project Vehicle(s).
- h. PEX shall retain title to Project Vehicles. No Project Vehicles shall be disposed of or reassigned without prior written approval by Oakland County.

8. Project Vehicle Disposition

The Parties intend and agree that if Oakland County provides funding for capital expenditures (i.e., vehicles) to PEX and this Agreement is terminated or not renewed before any or all of the purchased vehicles reach the end of their Minimum Useful Life, as defined herein, or if a



purchased vehicle is removed from service prior to the end of its Minimum Useful Life, PEX shall reimburse Oakland County for the Remaining Value of any such vehicle(s) in accordance with the following:

- a. For the purpose of this Agreement, the "Minimum Useful Life" of each purchased vehicle shall be determined to be five (5) years, beginning on the date the vehicle is placed into service.
- b. The value of each vehicle shall be depreciated on a straight-line basis according to the time each vehicle has been in service, i.e., twenty percent (20%) depreciation in value for each year the vehicle has been in service, or any fraction thereof. Thus, each vehicle will be fully depreciated five (5) years after it is put into service.
- c. Correspondingly, the Remaining Value of the vehicle shall be the purchase price minus depreciation.
- d. Any insurance proceeds obtained by PEX in connection with a vehicle which is permanently taken from service as a result of collision, fire, or other such casualty shall be applied toward the amount of reimbursement owed to Oakland County. Oakland County will then work with PEX to determine whether a replacement vehicle is to be purchased by Oakland County with transit millage funds.
- e. No vehicle shall be disposed of before the end of its Minimum Useful Life without prior Oakland County approval.
- f. PEX shall maintain financial and operating records for each vehicle for at least seven (7) years from the date of its disposal or permanent removal from service.



EXHIBIT C

2023 PEOPLE'S EXPRESS INC.

PERFORMANCE REPORT TEMPLATE

		_	Contact Name		
Date		1	Contact Title		
City]	Contact Email	L -	
State]	Submitter Name		
ZIP Code]	Submitter Title		
Phone Number]	Submitter Email		
		_	Date Submitted		
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50200	Other Fringe Benefits				<u> </u>
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503	Services	<u></u>	\$200715 V	*	1000
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513	Depreciation	·	AT A PROPERTY OF A STATE OF A STA		<u> </u>

Operations

Maintenance

General Admin

Total

Description

Code



OAKLAND COUNTY EXECUTIVE, DAVID COULTER

Revenue

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	시 회		<u> </u>	NO.			411	State Formula and Contracts	A TO A GRAND		-	· · · · · · · · · · · · · · · · · · ·
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						4	11110	Municipal Credit				
						. 4	11199	Other State Contracts and				
	1			100,000		C. 3. 7. 6. 8. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7.	413	Federal Contracts		S. S. S. Jan Brad	477 音 催ん 32 - 3	
						4	1301	Federal Section 5311				
						4	11399	Other Federal Contracts and		-		
-			Y 4 Y	* a ₁ **	Asi		414	Other Revenue	1000	- 7 / TQ	- :	
						- 4	1400	Interest Income				

Additional Revenue

Code	Description	Total

Statistics

Public Service

Code	Description	Weekday	- Saturday	Sunday	Total
610	Vehicle Hours				
611	Vehicle Miles				
615	Passengers - Regular		. <u>-</u>		
616	Passengers - Elderly				
617	Passengers - Persons w/ Disabilities				
618	Passengers - Elderly Persons w/ Disabilities				
622	Total Demand - Response Passengers	v	, =		
625	Days Operated				

Vehicle Information

	
Description	Quantity
SMART Vehicles	
Non SMART Vehicles w/ Lifts	
Non SMART Vehicles w/o Lifts	
Comments:	
Total Vehicles	T



OAKLAND COUNTY EXECUTIVE, DAVID COULTER

Miscellaneous Information

Description	Quantity
Diesel Gallons Consumed	
Gasoline Gallons Consumed	
Total Transit Agency Employees	
Total Revenue Vehicles Operators	
Number of Accidents	
Comments:	
Number of Fatal Accidents	



EXHIBIT D

2023 PEOPLE'S EXPRESS INC.

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products & Completed Operations Aggregate Limit
\$2,000,000 – General Aggregate Limit
\$100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

>>	500,000 disease each employee, and \$500,000 disease policy limit.
L.	☐ Fully Insured or State approved self-insurer.
2.	☐ Sole Proprietors must submit a signed Sole Proprietor form.
3.	☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Public Transportation Commercial Automobile Liability Insurance covering bodily injury or



property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$5,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$10,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Employee Dishonesty Bond including Third-Party Employee Theft Insurance Coverage will be required in the minimum amount of the grant with the County of Oakland named as an additional insured.

Supplemental Coverages - As Needed

- 1. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
- 2. Directors & Officers Liability Insurance with minimum limits of \$5,000,000 per claim.
- 3. **Commercial Property Insurance**. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
- 4. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.



- 1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
- 2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
- 3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
- 4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
- 5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and it officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
- 6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
- 7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
- 8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.

All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.



EXHIBIT E

SAMPLE MUNICIPAL CREDIT AGREEMENT BETWEEN OAKLAND COUNTY, MI AND ENTER PUBLIC BODY NAME

This Municipal Credit Agreement ("Agreement") is between Oakland County ("County"), a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341, and [Enter Public Body Name] ("Public Body") [Enter Public Body Address]. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT.

WHEREAS voters passed the Oakland County Public Transportation Millage in 2022 to be levied at a maximum rate of .95 mills (95 cents per \$1,000 in taxable value) for a period of 10 years extending through 2031 which replaces the local Oakland County Public Transportation Authority millage; and

WHEREAS an estimated \$66,163,000 will be collected in Fiscal Year 2023 that has been allocated towards supporting and expanding countywide public transportation services; and

WHEREAS millage funds will be disbursed to support current public transportation services in Oakland County, to create and extend new routes to connect local communities, increase hours of operation and frequency of service, to fund related capital improvements, and improve transit opportunities for transportation disadvantaged individuals; and

WHEREAS Oakland County is contracting directly with People's Express Inc. to provide enhanced public transportation services in southwest Oakland County in the communities of Village of Milford, Milford Township, Commerce Township, Village of Wolverine Lake, City of Wixom, Lyon Township, and City of South Lyon; and



WHEREAS the Suburban Mobility Authority for Regional Transportation (SMART) contracts with cities, villages and townships to provide Municipal Credit funds for eligible transportation expenses, which are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951.

WHEREAS pursuant to Exhibit B of the Agreement with People's Express Inc., it is the understanding and intent that each Public Body serviced by People's Express Inc. will elect to transfer its Municipal Credits in whole to People's Express Inc. to be directed toward provision of transportation services to that Public Body and to help defray a portion of the payment by Oakland County to People's Express Inc. for those services.

WHEREAS County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of County distributing a portion of its Public Transportation Millage funds to provide public transportation services for residents of the Public Body.

NOW THEREFORE in light of the mutual promises, obligations, representations, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Public Body Assurances/Responsibilities.

1.1. Public Body shall dedicate all available Municipal Credit funds as identified on the "SMART Municipal Credit and Community Credit Contract" as "Services Purchased from Subcontractor" and name "People's Express Inc." as the Subcontractor for each year of the life of the People's Express contract with Oakland County. Oakland County shall have the authority to seek enforcement of this agreement in accordance with all remedies provided by law.



2. Notice.

2.1. All notices required under this contract shall be in writing. Notices shall be effective:

a) the next business day, if personally delivered; b) the third business day, if sent by

U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent

by a nationally recognized express courier with a reliable tracking system; or d) the

next business day with a written response or receipt of confirmation, if sent by e
mail or fax. In each case Notice shall be sent to:

For Public Body: XXX

For Oakland County: Eli Cooper Transit Division Manager 2100 Pontiac Lake Rd, Bldg. 41W Waterford, MI 48328

With a copy sent to:

Solon Phillips Corporation Counsel 1200 N. Telegraph Rd, Bldg. 14E Pontiac, MI 48341





<u>Authorization and Completion of Agreement</u>. The Parties have taken all actions and secured all approvals and authorizations necessary to execute this Agreement. The persons signing this Agreement on behalf of each Party represent that they have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, NAME, TITLE, PUBLIC BODY, hereby acknowledges that he/she has been authorized by a resolution of the PUBLIC BODY, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED:		DATE:
	NAME, TITLE	
	PUBLIC BODY	
WITNESSED:		DATE:
	PUBLIC BODY	
Commissione	WHEREOF, David T. Woodward, Chairpers, hereby acknowledges that he has been	
County, and	hereby accepts and binds Oakland County	
County, and Agreement.	hereby accepts and binds Oakland County [.]	to the terms and conditions of this
County, and Agreement.		
County, and Agreement.	hereby accepts and binds Oakland County	to the terms and conditions of this
County, and Agreement. EXECUTED:	hereby accepts and binds Oakland County David T. Woodward, Chairperson	to the terms and conditions of this
County, and Agreement. EXECUTED:	hereby accepts and binds Oakland County David T. Woodward, Chairperson Oakland County Board of Commissioners	to the terms and conditions of this DATE:

Paopla's Express

P.O. Box 505, Whitmore Lake, MI 48189 734-449-0110 7/13/2023

Subject: Notice of Termination of Contract

Dear Communities,

I am writing on behalf of People's Express (PEX) to provide formal notice of termination in accordance with the contract between our organization and the Southwest communities within Oakland County. As you are aware, Oakland County will be taking over the contract with PEX, while ensuring the continuity of transportation services in the respective communities. This notice serves as an amendment to the individual contracts between the communities and PEX, whereby, upon the Effective Date, the new Agreement shall supersede any pre-existing contracts.

Effective September 1st, this termination notice serves to end the contractual relationship between PEX and the Communities. Our intention in this termination is to establish a smooth transition of services and maintain the ongoing relationship between the communities and PEX. It is important to emphasize that the relationship between the Communities and PEX shall continue, albeit in a different capacity. Furthermore, it is our understanding and intention that the municipal credits from the communities shall be transferred to PEX to support and provide continued transportation services.

While the termination notice is effective immediately, both parties are bound to fulfill their respective obligations under the terms of this Contract until the Agreement with the County becomes effective.

We want to express our commitment to ensuring a seamless transition of services during this change and maintaining a positive working relationship. We are available to discuss any necessary details or address any concerns you may have regarding this termination. Thank you for your continued support!

Sincerely,

Douglas Anderson, Managing Director People's Express, Inc.



OAKLAND COUNTY, MI AND ENTER PUBLIC BODY NAME

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WHEREAS an estimated \$66,163,000 will be collected in Fiscal Year 2023 that has been allocated towards supporting and expanding countywide public transportation services; and

WHEREAS millage funds will be disbursed to support current public transportation services in Oakland County, to create and extend new routes to connect local communities, increase hours of operation and frequency of service, to fund related capital improvements, and improve transit opportunities for transportation disadvantaged individuals; and

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NOW THEREFORE in light of the mutual promises, obligations, representations, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

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1.1. Public Body shall dedicate all available Municipal Credit funds as identified on the "SMART Municipal Credit and Community Credit Contract" as "Services Purchased from Subcontractor" and name "People's Express Inc." as the Subcontractor for each year of the life of the People's Express contract with Oakland County. Oakland County shall have the authority to seek enforcement of this agreement in accordance with all remedies provided by law.



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a) the next business day, if personally delivered; b) the third business day, if sent by

U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent

by a nationally recognized express courier with a reliable tracking system; or d) the

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For Oakland County: Eli Cooper Transit Division Manager 2100 Pontiac Lake Rd, Bldg. 41W Waterford, MI 48328

With a copy sent to:

Solon Phillips Corporation Counsel 1200 N. Telegraph Rd, Bldg. 14E Pontiac, MI 48341





<u>Authorization and Completion of Agreement</u>. The Parties have taken all actions and secured all approvals and authorizations necessary to execute this Agreement. The persons signing this Agreement on behalf of each Party represent that they have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, NAME, TITLE, PUBLIC BODY, hereby acknowledges that he/she has been authorized by a resolution of the PUBLIC BODY, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _		DATE:
	NAME, TITLE PUBLIC BODY	
WITNESSED:	PUBLIC BODY	_ DATE:
Commissioner Oakland Cour	WHEREOF, David T. Woodward, Chairs, hereby acknowledges that he has been ty Board of Commissioners to execute the hereby accepts and binds Oakland Count	en authorized by a resolution of the this Agreement on behalf of Oakland
EXECUTED: _	David T. Woodward, Chairperson Oakland County Board of Commissioners	_ DATE:
WITNESSED:	Oakland County Board of Commissioners County of Oakland	_ DATE:

Attachment A

Oakland County, Michigan Economic Development - Southwest Oakland County CVTs

Municipal Credit DETAIL

	CVT (1)	Municipal Credits (2)
1	Commerce Township	\$36,043.50
2	Lyon Township	\$21,784.00
3	Milford Township	\$9,889.00
4	City of South Lyon	\$10,991.00
5	City of Wixom	\$16,093.00
6	Village of Milford	\$6,099.00
7	Village of Wolverine Lake	\$4,256.00

Municipal Credit Total

\$105,155.50

- (1) CVT City, Village or Township
- Municipal Credits The Suburban Mobility Authority for Regional Transportation (SMART) contracts with cities, villages and townships annually to provide Municipal Credit funds, which are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951, for eligible transportation expenses.

 http://legislature.mi.gov/doc.aspx?mcl-Act-51-of-1951