

Regular City Council Meeting

August 14, 2023

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: July 24, 2023
Approval of Bills
Approval of Agenda
Consent Agenda
1. Dorothy Street Block Party
2. Social District Permits

Public Comment

Discussion - Downtown

Fire Chief Report

Police Chief Report

- I. Unfinished Business**
- II. New Business**
 - 1. Municipal Credit Agreement**
 - 2. Opioid Settlement Resolution**
- III. Budget**
- IV. Public Comment**
- V. Manager's Report**
- VI. Council Comments**
- VII. Adjournment**

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

Rules of Conduct for Public Comment at Council Meetings*

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

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

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

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

City of South Lyon
Regular City Council Meeting
July 24, 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, Hansen, Kennedy, and Kurtzweil

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

MINUTES- July 10, 2023

CM 7-1-23 MOTION TO APPROVE MINUTES

Motion by Kennedy, supported by Kivell

Motion to approve minutes as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

CM 7-2-23 MOTION TO APPROVE THE AGENDA

Motion by Mosier, supported by Kennedy

Motion to approve the agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

1. Parks and Recreation Appointment
2. Social District Permits

CM 7-3-23 MOTION TO APPROVE CONSENT AGENDA

Motion by Kurtzweil, supported by Dilg

Motion to approve consent agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PROCLAMATION- Martin's Hardware

Mayor Pelchat read the attached proclamation. Larry Ledbetter then read the attached history of Martin's Hardware along with pictures. Bill Martin stated he wanted to represent the Martin family, and his mom and Dad really built the foundation for their family in this business, and it really taught them the value of hard work and how to treat people. He then thanked everyone and stated he appreciates the Council for doing this.

PUBLIC COMMENT- None

DISCUSSION- Downtown

Downtown DDA Director Mack stated the Farmers Market continues to be very successful and this past weekend it was more of the same. It was a great market and there were a lot of people there. He then stated this weekend there will be a lot of people downtown with the Farmers Market, the car show and Christmas in July. He then stated he sent out a Social District FAQ sheet and posted it online. He sent it

7/24/23

to the downtown business distribution list as well. It reflected some of the most frequently asked questions. It explains what the commons area will be. We are still waiting for the State of Michigan approval, but hopefully we will hear something this week. He then stated we have received some items for the gathering area near the Farmers Market, such as the ivy, picnic tables, and circular bar tables, as well as a temporary fence. He then stated the social media training will be on August 9th, and August 30th. He has had a good response so far and hoping to have more sign up. Councilmember Dilg asked what would happen if no one else applied for the Social District. Mr. Mack stated you have to have 2 which we do, and we have received a few more. Councilmember Dilg asked if there the area has to be a certain size. Mr. Mack stated it does not, as long as there are two businesses. Councilmember Dilg asked how often they have to apply, and Mr. Mack stated annually. Councilmember Dilg asked who will be putting up the items for the gathering area, and will they be out all of the time. Mr. Mack stated he has been talking with DPW, and most of the items will be able out permanently. Councilmember Kurtzweil stated she has spoken to some other businesses in other communities that have Social Districts, and it is important for the 2 anchors to stay in the social district for a period of time, and they need to make a strong commitment to the DDA. She further stated if the first year isn't as busy as expected and people have to get adjusted to it. Hopefully they understand they are making a commitment to the DDA. Mr. Mack stated they will be watching it closely. Councilmember Kennedy asked how many business owners will be participating in the social media training. Mr. Mack stated he has 12 signed up but hoping for more. Councilmember Kivell asked if he knew what is causing the reluctance for some business owners not to apply for the licenses. Mr. Mack stated some are still getting their insurance paperwork in order.

FIRE CHIEF REPORT

Fire Chief Thorington stated there have been 704 instances to date. There was a big storm last week and it caused a lot of downed trees and power lines and one of the houses had their secondary line come down by a tree, and it caused a small fire into the overhang. Fortunately, the dentist down the street came down and was able to knock most of it out and once they got there it was a good save. They ended up kicking in the front door to make sure it didn't affect the attic. It was a good outcome for a bad situation. He then stated they had 15 firefighters working during and after the storm with all the apparatus. He then stated the spray park on the 14th turned out great. He then thanked Mancini's pizza for supplying the pizza. He further stated they had safety town last week and it was a big hit. The Police and HVA joined as well and the kids got to look around the firehouse and learned some fire safety tips. He then stated they had training in the burn building and all the new firefighters were there. He further stated the contractor has finished the construction in the bathrooms at the firehall and it looks really great. Councilmember Kurtzweil stated there was a fire in W Bloomfield and there was an elderly couple trapped in their house, and the responding fire department had to do a blind walk, because the fire and fumes were so bad. They found one upstairs and one in the kitchen. She stated it was reported they had the thermal imaging, so why would they have to do the blind walk. Chief Thorington stated we have new thermal imaging equipment within the last year on each truck, and he isn't sure why they didn't use them, possibly they had old equipment. He further stated our new equipment looks like a black and white picture; the old equipment looked like a blob. Councilmember Kurtzweil stated it is horrible that they couldn't use that equipment. Chief Thorington stated it is common in a fire because the heat and smoke get trapped in the building and gets trapped down, so they have to crawl in and feel around. He stated our equipment is top of the line and purchased within the last year.

POLICE CHIEF REPORT

Chief Baaki stated they currently have one individual identified for the vehicle accident at the Corner Social, and it is still under investigation. He then stated they had a great turnout for Safety Town and it is always a good time for the kids and to engage with the public. He then stated he spoke with the contractor and he is ordering parts for the plumbing in the holding cells and he hopes the work will start shortly. He then stated they are waiting for the equipment to be removed from the old vehicle so that what is able to be used can be used on the new vehicle. He then stated we are still looking for a new Police Officer and they have 5 people that have applied as of now.

UNFINISHED BUSINESS- None

NEW BUSINESS

1. Award of bid Construction of Sanitary Sewer under CSX Railroad
City Manager Zelenak stated 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. Councilmember Kivell asked about the timeline. Mr. Darga of HRC stated it will begin in about 3-4 weeks and should be done by the end of the year. Councilmember Kennedy asked if they are going to reline the other line. Mr. Darga stated they will, it is part of the project. Councilmember Kurtzweil stated she read through the bid and it is very detailed. She then asked about the charge for the dewatering. Mr. Darga stated they will be boring 15 ft down and will have to get the ground water down. Councilmember Kurtzweil then asked about the sprinkler lines. She walked the property and didn't see where they are. Mr. Darga stated that is part of the bid in case there are any that get damaged during the project, and if there isn't, they won't be paid for that.

CM 7-4-23 MOTION TO APPROVE THE AWARD OF BID

Motion by Kennedy, supported by Dilg

Motion 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 from account # 592-557-972

ROLL CALL VOTE

Kivell- Yes

Mosier- Yes

Kennedy- Yes

Kurtzweil- Yes

Hansen- Yes

Dilg- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

2. Purchase of Combination Sewer Cleaning Vacuum Truck from Jack Doheny Co.
DPW Superintendent Archey stated DPW is requesting the purchase of a combination sewer cleaning vacuum truck from Jack Doheny Company. He stated this vehicle will be replacing our 15-year-old vacutor truck which we will be selling to a third party on an auction site that specializes in heavy equipment. He stated Jack Dohoney Company offered \$10,000 but he thinks we can get closer to \$20,000 and that would cover any increases or surcharges that we may incur. This is a budgeted item and we can take delivery in January 2024 from the vehicle/equipment replacement fund GL 642-979-510. Discussion was held regarding other companies that sell as a third party. Mr. Archey said our name will be on our truck, and the company we are purchasing it from has a service company here in Michigan. Councilmember Dilg thanked him for holding our for money for our taxpayers. Councilmember

7/24/23

Kurtzweil stated the bid shows a hydraulic temperature alarm, what temp does the alarm come on. Mr. Archey stated he doesn't know the exact temperature, but it will alarm before it becomes a problem.

CM 7-5-23 MOTION TO APPROVE PURCHASE

Motion by Hansen, supported by Kennedy

Motion to approve the purchase of the combination sewer cleaning vacuum truck from Jack Doheny Company for the cost of \$496,118.84 from GL 642-979-510

ROLL CALL VOTE:

Kurtzweil- Yes

Hansen- Yes

Kennedy- Yes

Mosier- Yes

Dilg- Yes

Kivell- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

3. Bid award Sidewalk Replacement project

DPW Superintendent Archey stated this project will be replacing any sidewalk that has been heaved or misaligned due to the root system of our city trees. He stated the contractor will be directed in which areas to address, instead of bouncing around from here and there. They will be removing and replacing 300 flags that are creating trip hazards. They will also be removing and disposing of the tree roots that are causing the problem. This is a budgeted job and will be coming out of GL 101-441-974.

Councilmember Dilg asked how they decide which sidewalks to replace. Mr. Archey stated a lot of the information came from phone calls, and he has also looked throughout the city. He then stated they have a crew that will tear out the sidewalk, then another crew will tear out the roots, another crew will form and prep, then another crew to pour. He further stated he looked at the work they are doing in Brighton and he talked with the Director in Brighton and he is very happy with the contractor. Councilmember Kivell asked if there is a way to carve back some roots so we don't have to keep doing this. Mr. Archey stated he can look into it. He thinks with the mild winter we had; it appears the roots didn't stop growing like it normally does. Councilmember Kennedy stated he wants to applaud him for his creativity and the approach. By contracting this out you increase the capacity of the work that meets their skill set, and also with them having the different crews to come in in sequence, it is dealing with those problems concurrently rather than sequentially and shortens the time to do that job overall.

ROLL CALL VOTE:

Mosier- Yes

Kennedy- Yes

Dilg- Yes

Hansen- Yes

Kurtzweil- Yes

Kivell- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

4. Final Budget Amendments for fiscal year ending June 30, 2023

Finance and Benefit Administrator Tiernan explained these are the final amendments for the 2022-2023 fiscal year. We have a total of \$1,585,394 for general fund expenditures, \$10,072 for cemetery perpetual fund revenues, \$521 for drug forfeiture revenues, \$10,134 for drug forfeiture fund expenditures, \$17,805 for 2003 sanitary sewer bond revenues and \$5,853 for equipment replacement fund revenues. She then stated our auditors will be in house on August 7th and 8th to look over our financial statements.

7/24/23

Councilmember Kurtzweil stated that looks like a large number in terms of what is being proposed, but she wants to ask some question so the public can understand. She stated we have to take out the fire truck for \$1.5 million. That is an accounting adjustment. Ms. Tiernan stated that is because we ordered the truck in the previous year, we had to make the first payment on July 1, and when we closed out the fiscal year 2022, we signed the purchase agreement and we received all of the funds because we are financing it for 5 years, so we had to recognize it as revenue. She stated we didn't receive the truck until the 2022-2023 fiscal year, we have to recognize that as an expenditure for the full 1.5 million. Councilmember Kurtzweil then asked about the admin expenditures. Proposed increased of \$33,000 and its because of the change from PNC to Huntington. Ms. Tiernan stated when we were with PNC, we had very large fees that we were paying, which is one reason we transitioned to Huntington. She further stated the fees have been reduced tremendously, but we didn't fully transition to Huntington before the end of the fiscal year. She stated we also had fees for S&P global for doing our bond rating for the road bond and that increased the line item as well. Councilmember Kurtzweil stated that would be hard to gauge, so it is understandable. She then asked about he increase for contractual services, which is mainly due to an increase in the planning services. Some cities are able to time their contracts when working on the budget. Ms. Tiernan stated the way the contract is set up, we have certain items that are charged back to the project line. We also have someone in our office on Thursdays taking calls, meetings and it could be for non-projects that will never go to planning or ZBA. We are billed for those hours. They also take calls in their office, and we don't have a set limit. Some years we are over, some under, it just depends on how much activity there is. Councilmember Kurtzweil stated we need to be concerned about this line item. You have to plan for it. Was there an increase given? Ms. Tiernan stated there was an increase, and we hope this is just an anomaly and it doesn't continue. Councilmember Kurtzweil asked about the senior transportation. Ms. Tiernan stated normally we get the monthly invoice that we pay, but last year we received some invoices after the end of the year so they had to be paid, so we had a surplus the previous year, but over the next year. We hope this doesn't happen again. Councilmember Kurtzweil stated maybe there is something contractual that we can have the contractors bill the city on time. Ms. Tiernan stated this doesn't happen very often. Councilmember Kurtzweil asked about the cemetery perpetual care revenue and the sanitary sewer bond revenue. Ms. Tiernan stated when we worked on the budget, the interest rates were not where they are now. We didn't anticipate that they would be this high. She stated she thinks things will come back down and we probably won't see this again.

BUDGET - No discussion was held

PUBLIC COMMENT

Thad Bogert of 1033 Paddock stated he wanted to bring the city's attention of the passing of Carl Richards who was a regular attendee at council meetings, and speaking about Carl is difficult to discuss given the regrettable incidents that occurred during his term on City Council. He then read his obituary. Carl W. Richards, age 77, a lifelong resident of South Lyon, passed away on July 20, 2023. He was born on June 22, 1946, the son of Russell and Reva Richards. Carl was a former teacher with the South Lyon Community Schools. He was known for his extensive knowledge of South Lyon and the many families that have been in in our community for generations. He loved history and enjoyed researching the family lineage of family members, friends and neighbors. Carl was also elected to City Council and served one term from 2017-2021. He was proceeded in death by his parents, Russell and Reva Richards. The service will be held at the First United Methodist Church on July 31st at 10:30 a.m.

MANAGER'S REPORT

City Manager Zelenak stated on a future agenda we will have the intergovernmental agreement with South Lyon Schools/Senior Activity Center, Green Oak Township and Lyon Township. We will also have the transit agreement with Oakland County as well as the termination of the agreement with Peoples Express which will now be taken over by Oakland County. He then stated the Hagadorn sanitary sewer and road project continues and the rebuilding work will begin in the beginning of August. He then stated he inspected the trail construction near 9 Mile, and they are waiting for the concrete sidewalk approaches, and they have installed the bollards at the entrance to the streets, and they completed the restoration of the land with the planting of grass. City Manager Zelenak then stated he has included information for Council regarding No Mow May and there are pros and cons of the concept. We have been looking at planting some cover crops and some flowers in Volunteer Park in the vacant farm property to offset some of the concerns over the pollinators. We will be discussing that at a future meeting. Councilmember Dilg thanked him for the information and she has been doing some research as well and will share her information.

COUNCIL COMMENTS

Councilmember Mosier thanked the Martin family for being our family hardware store in town for many, many years. They've always been supportive of our community. She then thanked the DPW, Fire and Police Department and everyone involved in cleaning up after the storm. A tree came down in our neighborhood on our neighbor's house and it was across the road and the everyone was out there immediately. The Fire Dept got it out of the road. DPW cleaned it up and the Police Dept was right behind them. The response time was minimal and everyone was safe. She then thanked Ken Micklash for volunteering and she stated Pumpkinfest still needs volunteers as does the entertainment tent. She stated this weekend will be busy in town. Saturday we will have the Farmers Market, Motorfest, Christmas in July and she hopes to see everyone down there. She then stated it is odd not having Carl Richards here tonight. She knows he wasn't everybody's cup of tea, but he had South Lyon's best interest in mind. Whether he did it right or wrong, it isn't for her to say. He was a good person and he will be missed.

Councilmember Hansen apologized he missed the last meeting; he was out of the country on a family vacation.

Councilmember Dilg stated she was going to say everything Councilmember Mosier did, so she will just say rest in peace Carl Richards. She further stated she looks forward to this weekend.

Councilmember Kivell stated he was looking forward to welcoming Ken Micklash to the Parks and Recreation Commission and he seems like he'll be a good fit there. He then stated he is looking forward to having some conversations about No Mow May, he has been looking into it an awful lot and he is hoping we can offer the people that want to work on the gardens at the library but can't because they're already spoken for, will want to help with our park lands. He hopes we can go around the peripheral and plan more gardens. We could gain a beautification project and he hope we just don't focus on Volunteer Park. He stated it doesn't have to be expensive.

Councilmember Kurtzweil reminded everyone of the Lake Street Cruise in Motorfest, Carl and Joannes' foundation and its going to be a great weekend and the weather is supposed to be incredible, and she hopes everyone comes out to join South Lyon. She then thanked the sponsors at the Lake Street Cruise In, Gyomory Real Estate of South Lyon, Hutson John Deere in South Lyon, Jay Woods of Rochester,

Lake Street Tavern of South Lyon, Lyon Homescape of South Lyon, Painters Supply and Equipment from Taylor and Performance Creative and Resources of Brighton. She then thanked all the sponsors including the ones from outside of South Lyon area to definitely take an interest in our town and be part of the festival. She then stated she has a good memory of Carl Richards and it relates to Christmas. She stated he had a small Christmas tree in his apartment with a couple of lights, but no ornaments. She further stated a few years ago, she sent him a Christmas card and he placed it on his tree as an ornament. She heard about that so every year after that, she made a point to send him a Christmas card. Several times he would thank me for the Christmas card and he said she is the only one that did. She stated she would send him with more stars, trees and sparkles because she knew it would go on his tree as an ornament. She suspected the card would be either on top of the tree or on a branch. She further stated this year she will do the same, buy a card with lots of glitter, stars and the only difference is she will make it out to Carl Richards and the address will be heaven because that is where he is, she then stated God Bless you Carl.

Councilmember Kennedy reminded everyone about Friday's Concert in the Park at 7pm and this week we'll be featuring the Judy Banker Band, as they return to South Lyon for this year. So, make a point to come out and enjoy some old-time country music. He further stated on Saturday we'll have the Farmers Market as usual, starting at 9am and then at 11am until 5pm we'll have the all-day Lake Street Cruise-in Motorfest. He then stated everyone should make plans to come downtown to see several hundred classic vehicles and to be entertained by Magic Bus. He then reminded everyone that Saturday night will be Christmas in July provided by the Carl and Joanne Foundation with food trucks, games and entertainment provided the Williamsburg Band and Phoenix Theory. The event runs from 4pm until midnight. He then stated as you can see, South Lyon is the place to be this weekend, so make plans with your friends to head downtown for some great events.

Mayor Pelchat stated it will be a great weekend and he hopes for good weather. It is one of our major events and with it being our 150th anniversary he hopes to see a lot of people out there and that everyone is in a festive mood. Everyone does a great job. He then stated when it comes to Carl, he has some Carl stories, but when he was younger and running around town from establishment to establishment, one thing he never knew, he sat with him at Browns, was on the Cable Commission with him, as well as City Council, and he was a heck of a karaoke singer and he is going to miss him.

ADJOURNMENT

Motion by Kurtzweil to adjourn at 8:40 p.m.

Respectfully submitted,

Mayor Dan Pelchat

City Clerk/Treasurer Lisa Deaton

REVENUE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 07/31/2023

FINANCIAL STATEMENT FOR JULY 2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	07/31/2023	MONTH 07/31/2023	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE		
Fund 101 - GENERAL FUND										
Revenues										
Dept 000.000										
101-000.000-402.000	REAL PROPERTY TAX	5,732,735.00	0.00	0.00	0.00	0.00	5,732,735.00	0.00	0.00	0.00
101-000.000-432.000	PAYMENT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-434.000	SOUTH LYON WOODS TAX	1,100.00	489.00	489.00	489.00	489.00	611.00	44.45	0.00	44.45
101-000.000-445.000	PENALTIES & INTEREST	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00
101-000.000-447.000	ADMIN FEE PROPERTY TAX	105,000.00	0.00	0.00	0.00	0.00	105,000.00	0.00	0.00	0.00
101-000.000-476.000	LICENSES & BUSINESS MISC.	3,000.00	465.00	465.00	465.00	465.00	2,535.00	15.50	0.00	15.50
101-000.000-490.000	BUILDING PERMITS	425,000.00	36,200.15	36,200.15	36,200.15	36,200.15	388,799.85	8.52	0.00	8.52
101-000.000-490.100	HEATING & PLUMB. REFG. PERMI	40,000.00	2,440.00	2,440.00	2,440.00	2,440.00	37,560.00	6.10	0.00	6.10
101-000.000-490.200	ELECTRICAL PERMITS	40,000.00	2,722.00	2,722.00	2,722.00	2,722.00	37,278.00	6.81	0.00	6.81
101-000.000-491.000	BOARD OF APPEALS	1,300.00	0.00	0.00	0.00	0.00	1,300.00	0.00	0.00	0.00
101-000.000-491.100	REZONING FEES	0.00	933.98	933.98	933.98	933.98	(933.98)	100.00	0.00	100.00
101-000.000-498.000	FINAL INSPECTIONS	0.00	935.00	935.00	935.00	935.00	(935.00)	100.00	0.00	100.00
101-000.000-528.000	OTHER FEDERAL GRANTS	765,800.00	0.00	0.00	0.00	0.00	765,800.00	0.00	0.00	0.00
101-000.000-573.000	STATE REVS	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00
101-000.000-574.000	STATE SHARED REV.	1,361,606.00	0.00	0.00	0.00	0.00	1,361,606.00	0.00	0.00	0.00
101-000.000-590.100	OAKLAND COUNTY TRANSIT REVENUE	92,000.00	0.00	0.00	0.00	0.00	92,000.00	0.00	0.00	0.00
101-000.000-592.200	OAKLAND TOGETHER CVT COVID FUNDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	35,000.00	2,035.00	2,035.00	2,035.00	2,035.00	32,965.00	5.81	0.00	5.81
101-000.000-635.000	W & S ADMIN. CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-655.301	PARKING VIOLATION	100.00	100.00	100.00	100.00	100.00	0.00	100.00	0.00	100.00
101-000.000-659.000	LOCAL COURT FINES	16,000.00	0.00	0.00	0.00	0.00	16,000.00	0.00	0.00	0.00
101-000.000-659.100	REFUND-(FOR COST OF ARREST)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-665.000	INTEREST	50,000.00	49,158.79	49,158.79	49,158.79	49,158.79	841.21	98.32	0.00	98.32
101-000.000-665.001	INTEREST-TRANS.CEMETERY INTRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-665.007	INTEREST-TRANSFER FROM C&S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-665.200	INTEREST-EQUALIZ.& CONTINGENC	300.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00
101-000.000-665.300	INTEREST-MOBILE TOWER	0.00	221.51	221.51	221.51	221.51	(221.51)	100.00	0.00	100.00
101-000.000-665.700	PARK AND REC. INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-665.751	MWRMA DIVIDENDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-666.220	RENTS & ROYALTIES	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00
101-000.000-668.000	RENTS AND ROYALTIES-CABLE	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-668.200	LEASE--ANTENNA	40,000.00	6,992.86	6,992.86	6,992.86	6,992.86	118,007.14	5.59	0.00	5.59
101-000.000-671.300	RENTAL PROPERTIES	0.00	0.00	0.00	0.00	0.00	40,000.00	0.00	0.00	0.00
101-000.000-671.500	SALES OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-673.000	CONTRIBUTION-PERPETUAL CARE	50,626.00	0.00	0.00	0.00	0.00	50,626.00	0.00	0.00	0.00
101-000.000-674.209	FIRST RESPONDERS MONUMENT	38,000.00	49.00	49.00	49.00	49.00	37,951.00	0.13	0.00	0.13
101-000.000-674.751	CONTRIB. FOR PARK BENCHES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-675.200	CONTRIBUTIONS-WINTER EVENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000.000-675.751	CONTRIBUTION TO PARKS & REC	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00
101-000.000-675.802	CULTURAL ARTS REVENUES	300.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00

PERIOD ENDING 07/31/2023

FINANCIAL STATEMENT FOR JULY 2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE BALANCE (ABNORMAL)	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	07/31/2023 NORMAL (ABNORMAL)	MONTH 07/31/2023 INCREASE (DECREASE)				
Fund 101 - GENERAL FUND									
Revenues									
101-000.000-675.820	VETERANS MEMORIAL PROJECT	1,000.00	0.00	0.00	0.00	1,000.00	0.00		
101-000.000-676.346	REIMBURSEMENT FROM HVA	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-680.000	MISCELLANEOUS	45,000.00	673.27	673.27	673.27	44,326.73	1.50		
101-000.000-680.210	WEDDING PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-680.301	POLICE	60,000.00	2,674.80	2,674.80	2,674.80	57,325.20	4.46		
101-000.000-680.336	FIRE MISC.	4,500.00	0.00	0.00	0.00	4,500.00	0.00		
101-000.000-680.703	PRIOR YEARS TAXES	2,500.00	47.57	47.57	47.57	2,452.43	1.90		
101-000.000-682.000	GRANT MONEY	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-682.301	GRANT MONIES-POLICE DEPT.	20,000.00	0.00	0.00	0.00	20,000.00	0.00		
101-000.000-682.336	GRANT MONIES--FIRE DEPT.	20,000.00	0.00	0.00	0.00	20,000.00	0.00		
101-000.000-682.802	GRANT MONIES-CULTURAL ARTS	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-683.300	PYMT. OF SIDEWALKS BY RESIDEN	25,000.00	475.00	475.00	475.00	24,525.00	1.90		
101-000.000-685.000	OPIOID SETTLEMENT REVENUE	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-687.230	SMART CREDITS	0.00	40,185.80	40,185.80	40,185.80	(40,185.80)	100.00		
101-000.000-691.000	OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-692.300	PROCEEDS FROM DEBT	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-696.000	PROCEEDS FROM SALES OF BONDS/NOTES	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-699.000	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00		
101-000.000-699.209	TRANSFER IN FROM CEMETERY FUN	0.00	0.00	0.00	0.00	0.00	0.00		
Total Dept 000.000		9,290,867.00	146,798.73	146,798.73	146,798.73	9,144,068.27	1.58		
TOTAL REVENUES		9,290,867.00	146,798.73	146,798.73	146,798.73	9,144,068.27	1.58		
Fund 101 - GENERAL FUND:									
TOTAL REVENUES		9,290,867.00	146,798.73	146,798.73	146,798.73	9,144,068.27	1.58		

EXPENDITURE REPORT FOR CITY OF SOUTH LYON
PERIOD ENDING 07/31/2023

FINANCIAL STATEMENT FOR JULY 2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BGET USED
		AMENDED BUDGET		07/31/2023	NORMAL (ABNORMAL)	MONTH 07/31/2023	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND										
000.000		0.00		0.00		0.00			0.00	0.00
222.000	- ADMINISTRATION	2,025,452.00		118,810.63		118,810.63		1,906,641.37		5.87
301.000	- POLICE	3,386,998.00		256,417.36		256,417.36		3,130,580.64		7.57
336.000	- FIRE	1,258,010.00		348,180.34		348,180.34		909,829.66		27.68
346.000	- AMBULANCE	5,680.00		0.00		0.00		5,680.00		0.00
441.000	- DEPT. OF PUBLIC WORKS	1,284,131.00		67,868.99		67,868.99		1,216,262.01		5.29
567.000	- CEMETERY	189,454.00		12,372.11		12,372.11		177,081.89		6.53
596.000	- SENIOR TRANSPORTATION	92,000.00		0.00		0.00		92,000.00		0.00
751.000	- PARKS AND RECREATION	822,986.00		17,927.98		17,927.98		805,058.02		0.00
800.000	- CABLE COMMISSION	8,925.00		0.00		0.00		8,925.00		0.00
802.000	- CULTURAL ARTS	5,375.00		340.00		340.00		5,035.00		6.33
803.000	- HISTORICAL DEPOT	51,500.00		863.72		863.72		50,636.28		1.68
820.000	- VETERANS MEMORIAL PROJECT	48,000.00		0.00		0.00		48,000.00		0.00
TOTAL EXPENDITURES		9,178,511.00		822,781.13		822,781.13		8,355,729.87		8.96
Fund 101 - GENERAL FUND:										
TOTAL EXPENDITURES		9,178,511.00		822,781.13		822,781.13		8,355,729.87		8.96

FINANCIAL STATEMENT FOR JULY 2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET		07/31/2023		MONTH 07/31/2023		BALANCE	% BDGT
				NORMAL (ABNORMAL)		INCREASE (DECREASE)		NORMAL (ABNORMAL)	USED
Fund 202 - MAJOR STREETS									
000.000		0.00		0.00		0.00		0.00	0.00
223.000	- ACCOUNTANT	6,200.00		17.30		17.30		6,182.70	0.28
451.000	- STREET CONSTRUCTION	20,000.00		0.00		0.00		20,000.00	0.00
463.000	- STREET-ROUTINE MAINT.	208,507.00		17,161.95		17,161.95		191,345.05	8.23
474.000	- TRAFFIC SERVICES	50,479.00		474.92		474.92		50,004.08	0.94
478.000	- SNOW PLOWING	90,022.00		1,433.00		1,433.00		88,589.00	1.59
479.000	- SNOW REMOVAL	4,604.00		359.00		359.00		4,245.00	7.80
485.000	- TRANSFER BETWEEN FUNDS	100,000.00		0.00		0.00		100,000.00	0.00
491.000	- STORM SEWER	11,710.00		369.75		369.75		11,340.25	3.16
TOTAL EXPENDITURES		491,522.00		19,815.92		19,815.92		471,706.08	4.03
Fund 202 - MAJOR STREETS:									
TOTAL EXPENDITURES		491,522.00		19,815.92		19,815.92		471,706.08	4.03
Fund 203 - LOCAL STREETS									
000.000		0.00		0.00		0.00		0.00	0.00
223.000	- ACCOUNTANT	5,600.00		0.00		0.00		5,600.00	0.00
451.000	- STREET CONSTRUCTION	120,000.00		0.00		0.00		120,000.00	0.00
463.000	- STREET-ROUTINE MAINT.	190,767.00		14,981.94		14,981.94		175,785.06	7.85
474.000	- TRAFFIC SERVICES	13,078.00		356.48		356.48		12,721.52	2.73
478.000	- SNOW PLOWING	82,648.00		864.00		864.00		81,784.00	1.05
485.000	- TRANSFER BETWEEN FUNDS	0.00		0.00		0.00		0.00	0.00
491.000	- STORM SEWER	20,909.00		278.59		278.59		20,630.41	1.33
TOTAL EXPENDITURES		433,002.00		16,481.01		16,481.01		416,520.99	3.81
Fund 203 - LOCAL STREETS:									
TOTAL EXPENDITURES		433,002.00		16,481.01		16,481.01		416,520.99	3.81
TOTAL EXPENDITURES - ALL FUNDS									
TOTAL EXPENDITURES - ALL FUNDS		924,524.00		36,296.93		36,296.93		888,227.07	3.93

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 07/31/2023

FINANCIAL STATEMENT FOR JULY 2023

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023		ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 592 - WATER & SEWER								
452.000 - WATER & SEWER CONSTRUCTION		500,000.00		0.00	0.00	500,000.00		0.00
528.000 - REFUSE COLLECTION		621,204.00		50,613.49	50,613.49	570,590.51		8.15
540.000 - WATER / REPAIR		247,780.00		5,170.26	5,170.26	242,609.74		2.09
550.000 - SEWER / REPAIR		232,797.00		4,342.74	4,342.74	228,454.26		1.87
556.000 - WATER		1,297,750.00		53,690.28	53,690.28	1,244,059.72		4.14
557.000 - WASTEWATER		3,341,749.00		76,929.96	76,929.96	3,264,819.04		2.30
TOTAL EXPENDITURES		6,241,280.00		190,746.73	190,746.73	6,050,533.27		3.06
Fund 592 - WATER & SEWER:								
TOTAL EXPENDITURES		6,241,280.00		190,746.73	190,746.73	6,050,533.27		3.06

08/10/2023 12:29 PM
User: PATRICIA
DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 07/13/2023 - 08/10/2023

Page: 1/8

Check Date	Check	Vendor Name	Description	Amount	Status
Bank 01 GEN FUND CHECKING					
07/13/2023	87880	21ST CENTURY MEDIA - MICHIGAN	LEGAL AD BILLING PERIOD 6/1/2023 - 6/30	155.25	Cleared
07/13/2023	87881	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION UNION DUES JULY 2023	552.50	Cleared
07/13/2023	87882	ABSOPURE WATER COMPANY	WATER 6/19/2023 ACCOUNT NO. 9303375	53.70	Cleared
07/13/2023	87883	ABSOPURE WATER COMPANY	WATER 6/19/2023 ACCOUNT NO. 9303374	26.85	Cleared
07/13/2023	87884	AMAZON CAPITAL SERVICES	CABINET HINGES	5.99	Cleared
			WINDOW FILM AND WIRELESS MOUSE	42.49	Cleared
				48.48	
07/13/2023	87885	CORY ARMSTRONG	TUITION REIMBURSEMENT APRIL & MAY 2023	800.00	Cleared
			REIMBURSEMENT FOR DRINKING WATER LICENS	95.00	Cleared
				895.00	
07/13/2023	87886	AT&T MOBILITY	SERVICE PERIOD MAY 20 - JUN 19	344.58	Cleared
07/13/2023	87887	BUSCH'S	COFFEE	19.98	Cleared
07/13/2023	87888	CIB PLANNING	PLANNING ADMINISTRATION & SITE PLAN FEE	8,209.00	Cleared
07/13/2023	87889	CITY OF SOUTH LYON	217 WHIPPLE SERVICE PERIOD 3/2/23 - 6/1	231.64	Cleared
07/13/2023	87890	COMCAST	CITY HALL FAX LINE SERVICE PERIOD 7/2/2	59.64	Cleared
07/13/2023	87891	CONSUMERS ENERGY	SERVICE PERIOD 6/1/2023 - 6/29/2023, VA	168.46	Cleared
07/13/2023	87892	DTE ENERGY	STREETLIGHTS JUNE 2023	9,619.47	Cleared
07/13/2023	87893	DTE ENERGY	215 WHIPPLE SERVICE PERIOD 5/24/23 - 6/	642.52	Cleared
07/13/2023	87894	DTE ENERGY	376 DOROTHY AND 23500 DIXBORO SERVICE P	32,612.06	Cleared
07/13/2023	87895	DTE ENERGY	SERVICE PERIOD 5/24/23 - 6/23/23 AND 5/	2,241.02	Cleared
07/13/2023	87896	DTE ENERGY	SERVICE PERIOD 5/24/2023 - 6/23/2023	2,341.10	Cleared
07/13/2023	87897	DTE ENERGY	SERVICE PERIOD 6/1/2023 - 6/30/2023, VA	585.41	Cleared
07/13/2023	87898	MICHAEL EHRESMAN	COUNCIL RECORDING 7/10/2023	75.00	Cleared
07/13/2023	87899	GFL ENVIRONMENTAL USA	RESIDENTIAL GARBAGE & RECYCLING JULY 20	50,613.49	Cleared
07/13/2023	87900	HECO, INC.	INSTALLATION OF VFD FOR RAW SEWAGE PUMP	3,752.00	Cleared
07/13/2023	87901	HR MANAGEMENT GROUP, INC.	BACKGROUND SCREENINGS FOR SEASONAL DPW	137.50	Cleared
07/13/2023	87902	JAKE JACOBS	TUITION REIMBURSEMENT	1,800.00	Cleared
07/13/2023	87903	ARTHUR LITTSKY	CONCERTS IN THE PARK "DETROIT SOCIAL CL	750.00	Cleared
07/13/2023	87904	LOWE'S	STATEMENT DATED 7/2/2023	367.66	Cleared
07/13/2023	87905	MARTIN'S DO IT BEST	JUNE 2023 STATEMENT	1,787.69	Cleared
07/13/2023	87906	MISDU	PAYROLL DEDUCTION ID 913297993	61.84	Cleared
			PAYROLL DEDUCTION ID 913659641	123.91	Cleared
			PAYROLL DEDUCTION ID 913616706	150.00	Cleared
				335.75	
07/13/2023	87907	MISSIONSQUARE - 301149	MISSIONSQUARE PLAN # 301149 PAYROLL DED	3,038.76	Cleared
07/13/2023	87908	OAKLAND COUNTY TREASURER	TRAILER PARK TAX MONTHLY TAX REPORT JUN	407.50	Cleared
07/13/2023	87909	OAKLAND SCHOOLS*	SUMMER TAX BILL PRINTING	1,642.86	Cleared
07/13/2023	87910	PARKSIDE CLEANERS	PERIOD 6/01/23 - 6/30/23	82.00	Cleared
07/13/2023	87911	PEOPLES EXPRESS	TRANSPORTATION PROVIDED FOR MONTHS OF A	21,768.00	Cleared

Check Date	Check	Vendor Name	Description	Amount	Status
07/13/2023	87912	PETER'S TRUE VALUE HARDWARE	BATHROOM SWITCHES JUNE 2023 STATEMENT	29.98 2,935.27 2,965.25	Cleared Cleared
07/13/2023	87913	POLICE OFFICERS ASSOC. OF MICHIGAN	PAYROLL DEDUCTION UNION DUES JULY 2023	665.86	Cleared
07/13/2023	87914	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION UNION DUES JULY 2023	301.50	Cleared
07/13/2023	87915	QUICK SILVER MARKETING SOLUTIONS	SPONSOR SIGNS	354.28	Cleared
07/13/2023	87916	R.R.A.S.O.C.	JUNE 2023 HAZARDOUS WASTE APPTS.	353.50	Cleared
07/13/2023	87917	SAFEBUILD, LLC LOCKBOX # 88135	JUNE PERMIT AND TECH FEES	31,827.60	Cleared
07/13/2023	87918	TERMINIX PROCESSING CENTER	PEST CONTROL 6/7/2023	105.00	Cleared
07/13/2023	87919	VC3, INC.	EXCHANGE ONLINE MICROSOFT APPS - MONTHLY BAR CODE SCANNERS, AND PAUL'S COMPUTER	116.00 3,312.00 3,428.00	Open Open
07/13/2023	87920	WHMI	JOB POSTING FOR DPW LABORER 6/15/2023 -	300.00	Cleared
07/13/2023	87921	WOW! BUSINESS	PARK SECURITY SERVICE PERIOD 7/1/2023 -	66.00	Cleared
07/13/2023	87922	WOW! BUSINESS	INTERNET AND PHONE SERVICE PERIOD 6/24/	140.57	Cleared
07/13/2023	87923	YOURMEMBERSHIP.COM, INC	MMI CLASSIFIED - W&S OPERATOR	150.00	Cleared
07/17/2023	87924	TERRY BROWN	CONCERTS IN THE PARK JULY 14, 2023 "ONE	700.00	Cleared
07/17/2023	87925	UNITED STATES TREASURY	2023 2ND QUARTER EIN38-6004651 FORM 720	348.00	Cleared
07/20/2023	87926	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS - BROCK, DENTAI	414.98	Cleared
07/20/2023	87927	ALLIE BROTHERS	UNIFORM	950.00	Cleared
07/20/2023	87928	AMAZON CAPITAL SERVICES	TOILET PAPER, BANKERS BOXES, PAPER PLAT TOWELS	122.52 113.94	Cleared
			COFFEE CREAMER	32.30	Cleared
			TOWELS AND EMS FIELD GUIDE	61.00	Cleared
			EMS STORAGE BIN FOR LADDER TRUCK	32.99	Cleared
			BUILDING SUPPLIES	44.54	Cleared
			OFFICE SUPPLIES	9.98	Cleared
			BUILDING SUPPLIES	10.27	Cleared
			BUILDING SUPPLIES	72.97	Cleared
				500.51	
07/20/2023	87929	AT&T MOBILITY	WIRELESS SERVICE PERIOD 6/7/2023-07/06/	181.91	Cleared
07/20/2023	87930	BLUE CROSS BLUE SHIELD OF MICH	AUGUST 2023 RETIREE INSURANCE PREMIUMS AUGUST 2023 INSURANCE PREMIUMS	5,565.16 46,898.94 52,464.10	Cleared Cleared
07/20/2023	87931	RONALD BROCK	REIMBURSEMENT FOR CDL LICENSE RENEWAL	68.00	Cleared
07/20/2023	87932	BUSCH'S	SUPPLIES	26.44	Cleared
07/20/2023	87933	COMCAST	ETHERNET DEDICATED INTERNET LINE 7/15/2	1,500.00	Cleared
07/20/2023	87934	COMMUNICATIONS TECHNOLOGIES, INC.	MONTHLY PHONE BILL 7/20/2023-8/19/2023	85.00	Cleared
07/20/2023	87935	CONSUMERS ENERGY	UTILITIES SERVICE PERIOD 6/6/2023-7/6/20	16.94	Cleared

08/10/2023 12:29 PM
User: PATRICIA
DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 07/13/2023 - 08/10/2023

Page: 3/8

Check Date	Check	Vendor Name	Description	Amount	Status
			UTILITY SERVICE PERIOD 06/06/2023-07/03	70.90	Cleared
				87.84	
07/20/2023	87936	CONSUMERS ENERGY	SERVICE PERIOD 6/6/2023 - 7/3/2023, VAR	421.50	Cleared
07/20/2023	87937	CONSUMERS ENERGY	250 DOROTHY SERVICE PERIOD 6/6/2023 - 7	37.95	Cleared
07/20/2023	87938	CONSUMERS ENERGY	300 DOROTHY SERVICE PERIOD 6/6/2023 - 7	16.00	Cleared
07/20/2023	87939	CONSUMERS ENERGY	300 DOROTHY # B SERVICE PERIOD 6/6/2023	16.00	Cleared
07/20/2023	87940	CONSUMERS ENERGY	UTILITIES SERVICE PERIOD 6/6/2023-07/06	128.47	Cleared
07/20/2023	87941	CORRIGAN OIL CO, NO. II	GAS WWTP	565.73	Cleared
			GAS & DIESEL 6/22/2023 - 07/07/2023	2,800.79	Cleared
			GAS & DIESEL 6/22/2023-07/07/2023	2,800.80	Cleared
				6,167.32	
07/20/2023	87942	CYNERGY PRODUCTS	QUARTERLY BILLING FOR JULY, AUGUST, SEP	345.00	Cleared
07/20/2023	87943	EMPLOYEE HEALTH INSURANCE MGMT	JUNE 2023 CLAIMS FUNDING	5,684.88	Cleared
			JUNE 2023 ADMINISTRATIVE MEDICAL WRAP F	869.50	Cleared
				6,554.38	
07/20/2023	87944	GIFFELS WEBSTER	ZBA TRAINING JULY 17, 2023	550.00	Cleared
07/20/2023	87945	GREEN OAK TIRE, INC.	TIRES	878.00	Cleared
07/20/2023	87946	GUARDIAN	AUGUST 2023 INSURANCE PREMIUMS	9,710.05	Cleared
07/20/2023	87947	HOME DEPOT CREDIT SERVICES	SAFETY EQUIPMENT, IMPACT WRENCH, BLDG S	552.22	Cleared
07/20/2023	87948	HURON VALLEY AMBULANCE, INC	BLOOD DRAW FOR OWI SUSPECT	65.00	Cleared
07/20/2023	87949	HURON VALLEY GUNS	UNIFORMS	77.99	Open
			UNIFORMS	99.90	Open
				177.89	
07/20/2023	87950	KELLER THOMA	PROFESSIONAL SERVICES RENDERED THROUGH	1,738.50	Cleared
07/20/2023	87951	KERR PUMP AND SUPPLY, INC	LIFT STATION J-BOXES & CONTROL PANEL	5,845.00	Cleared
07/20/2023	87952	LYON SOFT CLOTH CAR WASH	MARCH TO JUNE 2023 CAR WASHES	670.00	Open
07/20/2023	87953	NATHAN MACK	MLEAGE REIMBURSEMENT TO/FROM OAKLAND C	95.70	Cleared
07/20/2023	87954	MICHIGAN POLICE TRAINING	CMV TRAINING FOR OFFICER WALTON	475.00	Open
07/20/2023	87955	VERN MOEN	FARMERS MARKET MUSICIAN FOR 7/8/2023	100.00	Cleared
07/20/2023	87956	NEC FINANCIAL SERVICES, LLC	AUGUST 2023 BILLING WW & DPW PHONE SYST	177.81	Cleared
07/20/2023	87957	OAKLAND COUNTY	CLEMIS COMPUTER SERVICES MEMBERSHIP FEES	1,720.00	Cleared
07/20/2023	87958	OAKLAND COUNTY	CLEMIS COMPUTER SERVICES/MEMBERSHIP FEE	2,515.50	Cleared
07/20/2023	87959	PETER'S TRUE VALUE HARDWARE	BULBS	20.48	Open
			BOLTS	3.68	Open
			SUPPLIES	5.99	Open
			PAINT	7.29	Open
				37.44	
07/20/2023	87960	PURCHASE POWER	POSTAGE REFILL	200.00	Cleared
07/20/2023	87961	PURE WATER PARTNERS	WATER COOLER RENTAL 5/25 - 8/24/23	123.00	Cleared

Check Date	Check	Vendor Name	Description	Amount	Status
07/20/2023	87962	R.R.R.A.S.O.C.	SOUTH LYON MEMBER CONTRIBUTION - RRRASO	15,766.65	Cleared
07/20/2023	87963	DIANA REGAN	JUNE 2023 FARMERS MARKET WAGES	980.00	Open
07/20/2023	87964	SWAN ELECTRIC COMPANY, INC.	ELECTRICAL WORK DONE ON RAW SEWAGE PUMP	4,398.00	Cleared
07/20/2023	87965	WOLVERINE FREIGHTLINER EASTSIDE	SALT TRUCK - 2024 FREIGHTLINER CHASSIS	83,224.00	Cleared
07/24/2023	87966	EDWARD SWAMEA	CONCERTS IN THE PARK "FAST EDDIE" 7/21/	700.00	Cleared
07/27/2023	87967	ALLIE BROTHERS	UNIFORM (AXE TIE BAR, COLLAR INSIGNIA (152.98	Open
07/27/2023	87968	AMAZON CAPITAL SERVICES	FLOOR CLEANER	9.97	Open
			PACKING EXTRACTOR (2), VACUUM, COFFEE	485.85	Open
			SQUEEGEE	55.26	Open
			PLASTIC CUPS	23.68	Open
			DESK TRAY ORGANIZER, RUBBER INK STAMP	20.08	Open
				594.84	
07/27/2023	87969	AXON ENTERPRISE, INC.	TASER SPARE CARTRIDGE BATTERY PACK (3)	288.00	Open
07/27/2023	87970	DOUGLAS BAKI	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	87971	AUDRA BAKER	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	87972	JARED BAKER	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	87973	RONALD BARBOUR	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
07/27/2023	87974	DEANNA BLANKSTROM	REIMBURSEMENT FOR D-4 RENEWAL	95.00	Cleared
07/27/2023	87975	BOUND TREE MEDICAL, LLC	GLUCOSE TRANSCEND 15GM GEL-ORANGE 3/PK	11.96	Open
07/27/2023	87976	BS & A SOFTWARE	CEMETERY MANAGEMENT .NET TRAINING ON 6/	1,105.00	Open
07/27/2023	87977	MICHAEL CARLSON	REIMBURSEMENT FOR INTERNET HOT SPOT APR	40.00	Open
07/27/2023	87978	CITY OF SOUTH LYON	SHARED ADMIN BLDG WATER SERVICE PERIOD	315.37	Cleared
07/27/2023	87979	CONSUMERS ENERGY	23500 N DIXBORO SERVICE PERIOD 5/21/202	4,090.59	Open
07/27/2023	87980	CONSUMERS ENERGY	219 WHIPPLE ST SERVICE PERIOD 6/6/2023	30.89	Open
07/27/2023	87981	CONSUMERS ENERGY	214 W LAKE SERVICE PERIOD 6/6/2023 - 7/	16.00	Open
07/27/2023	87982	JOSEPH CZAPSKI	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
07/27/2023	87983	D & G NATURES WAY LAWN CARE	INSECTICIDE - GRUB CONTROL 7/18/2023	213.37	Open
07/27/2023	87984	DANIEL PELCHAT	MONTHLY COUNCIL PAY	220.00	Cleared
07/27/2023	87985	DIPONIO CONTRACTING, LLC	HAGADORN ROAD IMPROVEMENT PROGRAM PAY E	277,667.93	Open
07/27/2023	87986	MICHAEL EHRESMAN	COUNCIL RECORDING 7/24/2023	75.00	Open
07/27/2023	87987	ELEANOR SHIPLEY	REIMBURSEMENT FOR ICE AND WATER	13.06	Cleared
07/27/2023	87988	EVERBRIDGE INC.	YEARLY NIXLE SERVICE 7/08/2023 - 7/07/2	2,970.00	Open
07/27/2023	87989	CHRISTOPHER FAUGHT	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
07/27/2023	87990	FERGUSON ENTERPRISES	PVC COUPLING	46.89	Open
07/27/2023	87991	GFL ENVIRONMENTAL USA	DUMPSTER AND RECYCLING AUGUST 2023	1,498.85	Open
07/27/2023	87992	ALEX HANSEN	MONTHLY COUNCIL PAY	180.00	Open
07/27/2023	87993	HART INTERCIVIC	VERITY - SERVICE AND MAINTENANCE RENEWA	2,836.00	Open
07/27/2023	87994	SEAN S. HOYDIE	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	87995	HUBBELL, ROTH & CLARK, INC.	PROFESSIONAL SERVICES FOR PERIOD ENDING	43,023.95	Open
07/27/2023	87996	HURON VALLEY GUNS	NAME PLATES	30.00	Open
07/27/2023	87997	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTION UNION DUES JULY 2023	222.50	Open
07/27/2023	87998	JAKE JACOBS	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	87999	JETT PUMP & VALVE, L.L.C.	PARTS FOR WELL 1 & 6	2,519.45	Open
07/27/2023	88000	JOHN'S SANITATION	PORTA JOHNS COLUMBIA PARK & VOLUNTEER P	405.00	Open
07/27/2023	88001	GLENN KIVELL	MONTHLY COUNCIL PAY	180.00	Cleared
07/27/2023	88002	KURITA AMERICA INC.	90% SHIPMENT OF MATERIALS (IRON FILTER)	53,370.00	Cleared

Check Date	Check	Vendor Name	Description	Amount	Status
07/27/2023	88003	MARGARET KURTZWEL	MONTHLY COUNCIL PAY	180.00	Open
07/27/2023	88004	LARRY LEDBETTER	REIMBURSEMENT FOR PAYMENT OF TYRRELL EL	250.00	Open
07/27/2023	88005	LINDE GAS & EQUIPMENT INC.	CYLINDER RENTAL 5/20/2023 - 6/20/2023	190.34	Open
07/27/2023	88006	LISA DILG	MONTHLY COUNCIL PAY	180.00	Open
07/27/2023	88007	M-2 AUTO PARTS, INC.	OIL FILTER (8)	70.00	Open
07/27/2023	88008	TIMOTHY MCGILLEN	REIMBURSEMENT FOR BLS INSTRUCTOR COURSE	40.00	Open
07/27/2023	88009	MERSINO/GLOBAL PUMP	EMERGENCY LIFT STATION BYPASS AND SYSTE	13,918.00	Open
			EMERGENCY LIFT STATION BYPASS SYSTEM RE	7,033.50	Open
				20,951.50	
07/27/2023	88010	MISDU	PAYROLL DEDUCTION ID 913616706	150.00	Cleared
			PAYROLL DEDUCTION ID 913297993	61.84	Cleared
			PAYROLL DEDUCTION ID 913659641	123.91	Cleared
				335.75	
07/27/2023	88011	MISSIONSQUARE - 301149	MISSIONSQUARE PLAN # 301149 457 PLAN PP	2,812.21	Cleared
07/27/2023	88012	LORI MOSIER	MONTHLY COUNCIL PAY	180.00	Open
07/27/2023	88013	PATRIOT READY-MIX LLC	CONCRETE FOR SIDEWALKS (223 DETROIT ST,	966.00	Cleared
07/27/2023	88014	PETER'S TRUE VALUE HARDWARE	STRAW (BURN TRAINING) AND VEHICLE EXHAU	37.24	Open
			PAINT	47.99	Open
			PAINT AND ROLL COVER	34.48	Open
			WASP SPRAY	6.99	Open
			PAINT AND TRAYS	50.28	Open
			PAINT SUPPLIES (COVER AND LINER)	6.98	Open
			PAINT	47.99	Open
				231.95	
07/27/2023	88015	PNC BANK	STATEMENT 7/19/2023	299.46	Open
			STATEMENT 7/19/2023	5,584.55	Open
				5,884.01	
07/27/2023	88016	QUICK SILVER MARKETING SOLUTIONS	P.O. 3-PART NCR FORMS	342.30	Open
07/27/2023	88017	R&R ASPHALT, INC	SAFETY PATH MAINTENANCE PROJECT PAY EST	201,187.36	Open
07/27/2023	88018	TIMOTHY RAAP	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	88019	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SIGNAL MAINT. JUNE 2023	153.72	Open
07/27/2023	88020	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT/TAXES DUE TO LIBRARY	36,674.22	Open
07/27/2023	88021	JONATHAN SCHNEEMANN	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	88022	CHRISTOPHER SEDERLUND	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
07/27/2023	88023	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT/TAXES DUE TO SCHOOLS	231,326.98	Cleared
07/27/2023	88024	TONY SROUFE	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	88025	STAPLES	SUMMARY INVOICE 7/10/23	195.62	Cleared
07/27/2023	88026	STATE OF MICHIGAN	PD MUNICIPAL PLATES (5)	65.00	Open
07/27/2023	88027	STEPHEN KENNEDY	MONTHLY COUNCIL PAY	180.00	Open
07/27/2023	88028	TRAVIS STEVENS	OFFICER'S CLEANING ALLOWANCE	100.00	Open

Check Date	Check	Vendor Name	Description	Amount	Status
07/27/2023	88029	STONE DEPOT LANDSCAPE SUPPLIES, INC	TOP SOILD (5), AND EZ STRAW FOR SIDEWAL	124.19	Open
07/27/2023	88030	ASHLEY TOKARSKY	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	88031	JOHN TOMANEK	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
07/27/2023	88032	TRUGREEN PROCESSING CENTER	LAWN SERVICE AT VOLUNTEER PARK AND BAKE	1,140.62	Open
07/27/2023	88033	TYRRELL ELECTRIC	ELECTRIC WORK ON VETERANS MEMORIAL	4,995.00	Open
07/27/2023	88034	USA BLUE BOOK	HACH HARDNESS 3 SOLUTION 100 ML (2)	44.07	Open
07/27/2023	88035	VC3, INC.	MICROSOFT 365 LICENSES JULY - OCTOBER 2	86.80	Open
07/27/2023	88036	TIMOTHY WALTON	OFFICER'S CLEANING ALLOWANCE	100.00	Open
07/27/2023	88037	WOW! BUSINESS	520 ADA ST CABLE TV, INTERNET AND PHONE	339.12	Open
07/27/2023	88038	WOW! BUSINESS	CITY HALL CABLE TV SERVICE PERIOD 7/6/2	54.97	Open
07/27/2023	88039	AGGREKO, LLC	RENTAL OF (1) 1500KW GENERATOR PACKAGE	26,543.87	Open
07/28/2023	88040	HUBBELL, ROTH & CLARK, INC.	PROFESSIONAL SERVICES FOR PERIOD ENDING	73,692.66	Open
07/28/2023	88041	DIUBLE EQUIPMENT INC.	BCA 62" BUCKET	3,997.00	Open
07/28/2023	88042	QUICK SILVER MARKETING SOLUTIONS	DOOR HANGERS AND ART SET UP FEE	193.00	Open
07/28/2023	88043	THE UPS STORE	SHIP LAB EQUIPMENT	62.07	Open
07/31/2023	88044	JUDITH BANKER	CONCERTS IN THE PARK 7/28/2023	700.00	Open
08/01/2023	88045	POSTMASTER	POSTAGE FOR JULY 2023 PAST DUE & SHUT O	275.04	Open
08/03/2023	88046	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS (ANDY H, RYAN W, BRIAN F,	879.96	Open
08/03/2023	88047	AMAZON CAPITAL SERVICES	UNDER THE COUNTER LIGHT BULBS	45.98	Open
			ALL PURPOSE CLEANER	35.47	Open
			HAWAIIAN LEIS	21.69	Open
			UNDER CABINET LIGHTS 2PK	9.99	Open
				113.13	
08/03/2023	88048	AT&T	SERVICE PERIOD JUN 23 - JUL 22, 2023	362.13	Open
08/03/2023	88049	AT&T MOBILITY	SERVICE PERIOD JUN 20 - JUL 19	344.58	Open
08/03/2023	88050	BADGER METER INC.	LTE & MBL SERVICE JULY 2023	1,795.00	Open
08/03/2023	88051	CIVICPLUS LLC	MUNICODE PAGES	1,437.89	Open
08/03/2023	88052	COMCAST	SERVICE PERIOD 7/27/2023 - 8/26/2023	96.59	Open
08/03/2023	88053	CONSUMERS ENERGY	23500 N DIXBORO SERVICE PERIOD 6/22/202	4,457.30	Open
08/03/2023	88054	CULLIGAN OF ANN ARBOR/DETROIT	ICE/WATER MACHINE RENTAL WITH SERVICE C	110.00	Open
08/03/2023	88055	D & G NATURES WAY LAWN CARE	SUMMER - PERMETER TREATMENT 7/24/2023	187.52	Open
08/03/2023	88056	DTE ENERGY	200 DOROTHY ST 6/20/2023 - 7/20/2023	20.87	Open
08/03/2023	88057	DTE ENERGY	214 W LAKE SERVICE PERIOD 6/24/2023 - 7	174.96	Open
08/03/2023	88058	DTE ENERGY	219 WHIPPLE SERVICE PERIOD 6/24/2023 -	732.69	Open
08/03/2023	88059	DTE ENERGY	300 DOROTHY ST SERVICE PERIOD 6/24/2023	187.37	Open
08/03/2023	88060	DTE ENERGY	250 DOROTHY ST SERVICE PERIOD 6/24/2023	124.38	Open
08/03/2023	88061	DTE ENERGY	23500 DIXBORO & 376 DOROTHY SERVICE PER	30,187.25	Open
08/03/2023	88062	DTE ENERGY	SHARED ADMIN BLDG SERVICE PERIOD 6/24/2	2,446.54	Open
08/03/2023	88063	DTE ENERGY	SERVICE PERIOD 6/24/2023 - 7/25/2023, V	1,568.53	Open
08/03/2023	88064	FIRE STATION CHECKLIST	MONTHLY SUBSCRIPTION	125.00	Open
08/03/2023	88065	HART INTERCIVIC	TABULATOR (VERITY SCAN, BALLOT TRANSPOR	10,240.00	Open
08/03/2023	88066	HURON VALLEY GUNS	NEW PANTS FOR CADET	79.99	Open
08/03/2023	88067	KENSINGTON VALLEY VARSITY	T-SHIRTS	579.05	Open
08/03/2023	88068	LIVINGSTON COUNTY EMS	REIMBURSEMENT FOR 7/26/23 LAW OFFICE OF	100.00	Open
08/03/2023	88069	WOODROW MATNEY	CUSTODIAN SERVICES AT DEPOT 5/22/2023 -	570.00	Open

Check Date	Check	Vendor Name	Description	Amount	Status
			CUSTODIAN SERVICES AT DEPOT 7/3/2023 -	114.00	Open
				684.00	
08/03/2023	88070	MICHIGAN CLEAR WATER	DRINKING/FILTERED WATER SERVICES	120.00	Open
08/03/2023	88071	MUNICIPAL ADVISORY COUNCIL OF MI	OVERLAPPING DEB REPORT FOR AUDIT	100.00	Open
08/03/2023	88072	PARKSIDE CLEANERS	FLOOR MATS JULY 2023	38.00	Open
			EMBROIDERY	10.00	Open
				48.00	
08/03/2023	88073	R.R.A.S.O.C.	JULY 15 HAZARDOUS WASTE EVENT	1,914.00	Open
08/03/2023	88074	SAFEMAY SHREDDING	SHRED DAY	479.95	Open
08/03/2023	88075	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT/TAXES DUE TO LIBRARY	29,156.73	Open
08/03/2023	88076	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT/TAXES DUE TO SCHOOLS	223,809.67	Open
08/03/2023	88077	STAPLES	SUMMARY INVOICE DATED 7/17/23	184.91	Open
08/03/2023	88078	TOSHIBA FINANCIAL SERVICES	COPIER CONTRACT SERVICE PERIOD 7/15/202	161.48	Open
08/03/2023	88079	TOSHIBA FINANCIAL SERVICES	COPIER CONTRACT SERVICE PERIOD 7/16/202	96.97	Open
08/03/2023	88080	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT SERVICE PERIOD 7/15/20	1,815.92	Open
08/03/2023	88081	VERIZON WIRELESS	SERVICE PERIOD JUN 22 - JUL 21	60.12	Open
08/03/2023	88082	WOW! BUSINESS	CABLE TV AND PHONE SERVICE PERIOD 7/27/	171.58	Open
08/03/2023	88083	WOW! BUSINESS	376 DOROTHY 7/24/23 - 8/23/23 AND 23500	242.90	Open
08/03/2023	88084	WOW! BUSINESS	SERVICE PERIOD 7/16/23 - 8/15/23	12.12	Open
08/03/2023	88085	WOW! BUSINESS	INTERNET AND PHONE SERVICE PERIOD 7/18/	146.14	Open
08/03/2023	88086	LERMA, INC	FALL TRAINING CONFERENCE (LISA WERNER)	169.00	Open
08/10/2023	88087	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION UNION DUES AUGUST 202	552.50	Open
08/10/2023	88088	AMAZON CAPITAL SERVICES	OFFICE AND BUILDING SUPPLIES FOR CITY H	192.33	Open
			EMS FIELD GUIDE	28.11	Open
				220.44	
08/10/2023	88089	ASCENSION MICHIGAN EMPLOYER SOL.	CHAIN OF CUSTODY - RYAN ROSE	28.00	Open
08/10/2023	88090	AT&T	INTERNET SERVICE PERIOD 7/24/23 - 8/23/	77.07	Open
08/10/2023	88091	CAROL BRANDON	REIMBURSEMENT FOR BEACH BALLS FOR LEAKY	30.49	Open
08/10/2023	88092	CIB PLANNING	PLANNING ADMINISTRATION & SITE PLAN FEE	8,915.75	Open
08/10/2023	88093	COMCAST	AUGUST 2023 PHONE CHARGES	930.39	Open
08/10/2023	88094	COMCAST	CITY HALL FAX LINE SERVICE PERIOD 8/2/2	60.82	Open
08/10/2023	88095	CONTRACTORS CONNECTION	TYPE III BARRICADES (6) AND 28" TRAFFIC	1,875.00	Open
08/10/2023	88096	DTE ENERGY	215 WHIPPLE ST SERVICE PERIOD 6/24/2023	721.35	Open
08/10/2023	88097	DTE ENERGY	SERVICE PERIOD 6/29/2023 - 7/28/2023, V	796.69	Open
08/10/2023	88098	DTE ENERGY	STREETLIGHTS JULY 2023	9,675.25	Open
08/10/2023	88099	EVELYN LAWRENCE	TUITION REIMBURSEMENT	800.00	Open
08/10/2023	88100	GFL ENVIRONMENTAL USA	RESIDENTIAL DUMPSTER & RECYCLING AUGUST	50,626.46	Open
08/10/2023	88101	GREAT LAKES ACE HARDWARE	COVERS FOR PARK OUTLETS	24.68	Open
08/10/2023	88102	HR MANAGEMENT GROUP, INC.	BACKGROUND SCREENING FOR DPW LABORER PO	137.50	Open
08/10/2023	88103	KELLER THOMA	PROFESSIONAL SERVICES RENDERED THROUGH	602.50	Open
08/10/2023	88104	LOWE'S	STATEMENT DATE 8/2/2023 (COVERS FOR PAR	31.32	Open
08/10/2023	88105	MARTIN'S DO IT BEST	STATEMENT 7/31/2023	113.20	Open

08/10/2023 12:29 PM
User: PATRICIA
DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 07/13/2023 - 08/10/2023

Page: 8/8

Check Date	Check	Vendor Name	Description	Amount	Status
			STATEMENT 7/31/2023	22.68	Open
			STATEMENTS (3) DATED 7/31/2023	454.62	Open
				590.50	
08/10/2023	88106	MISDU	PAYROLL DEDUCTION ID 913616706	150.00	Open
			PAYROLL DEDUCTION ID 913297993	61.84	Open
			PAYROLL DEDUCTION ID 913659641	123.91	Open
				335.75	
08/10/2023	88107	MISSIONSQUARE - 301149	MISSIONSQUARE PLAN # 301149 457 PLAN PP	3,052.72	Open
08/10/2023	88108	OAKLAND COUNTY TREASURER	TRAILER PARK TAX MONTHLY TAX REPORT JUL	407.50	Open
08/10/2023	88109	POLICE OFFICERS ASSOC. OF MICHIGAN	PAYROLL DEDUCTION UNION DUES AUGUST 202	665.86	Open
08/10/2023	88110	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION UNION DUES AUGUST 202	301.50	Open
08/10/2023	88111	QUICK SILVER MARKETING SOLUTIONS	ENVELOPES	138.75	Open
08/10/2023	88112	R.R.A.S.O.C.	JULY HAZARDOUS WASTE APPOINTMENTS	202.00	Open
08/10/2023	88113	RON GOSSELIN	CONCERTS IN THE PARK 8/4/2023 "LEAKY TI	1,200.00	Open
08/10/2023	88114	SAFEUILT, LLC LOCKBOX # 88135	JULY PERMITS AND TECH FEES	37,936.02	Open
08/10/2023	88115	STAPLES	SUMMARY INVOICE 7/24/23	57.57	Open
08/10/2023	88116	STATE OF MICHIGAN**	LIVE SCAN FINGER PRINT SERVICES JULY 20	1,193.00	Open
08/10/2023	88117	VC3, INC.	MICROSOFT 365 MONTHLY BILLING FOR AUGUS	116.00	Open
08/10/2023	88118	WHMI	JOB BOARD 7/12/23 - 7/31/23	300.00	Open
08/10/2023	88119	YOURMEMBERSHIP.COM, INC	DPW AND W&S ADS	300.00	Open
08/10/2023	88120	CORY ARMSTRONG	WATER DEPT. UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88121	DEANNA BLANKSTROM	WATER DEPT. UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88122	BRIAN FULKERSON	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88123	RONALD BROCK	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88124	JAMES CIARAMITARO	WATER DEPT. UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88125	FRED DENTAI	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88126	KEVIN ERDMANN	WATER DEPT. UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88127	ANDREW HAMILTON	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88128	VICTOR PAYER	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88129	TREVOR PIASECKI	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88130	JOHN RACE	WATER DEPT. UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88131	RYAN ROSE	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88132	ADOLFO VALENCIA	DPW UNIFORM ALLOWANCE	400.00	Open
08/10/2023	88133	RYAN WEBB	DPW UNIFORM ALLOWANCE	400.00	Open

01 TOTALS:

Total of 254 Disbursements:

1,840,521.19

CHECKS TO BE APPROVED ON 8/14/2023

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 222.000 ADMINISTRATION							
101-222.000-820.000	COMPUTER	VC3, INC.	SERVER STORAGE SYSTEM	118634	08/14/23	526.00	
			Total For Dept 222.000 ADMINISTRATION			526.00	
Dept 301.000 POLICE							
101-301.000-820.000	COMPUTER	AMERICAN VIDEO TRANSF	FIX/UPDATE SOFTWARE FOR CCTV/INTER	57794	08/14/23	890.62	
101-301.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	PAINTED ROTOR (2), BRAKE PADS, OIL	8195319937365	08/14/23	220.61	
101-301.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	JACK STAND, BEARING PACKER, DRAIN	8195320037409	08/14/23	37.11	
101-301.000-863.000	VEHICLE MAINTENANCE	SOUTH LYON COLLISION	DEDUCTIBLE FOR CRACKED WINDSHIELD	10136	08/14/23	250.00	
101-301.000-977.000	EQUIPMENT	AMAZON CAPITAL SERVIC	OFFICE CHAIR (7)	11Q7-1HEN-9J1C	08/14/23	797.93	
			Total For Dept 301.000 POLICE			2,196.27	
Dept 336.000 FIRE							
101-336.000-740.000	OPERATING EXPENSE	BOUND TREE MEDICAL, L	DEFIB/PACING/ECG PADS PEDI W/ QUIK	85044334	08/14/23	89.76	
101-336.000-740.000	OPERATING EXPENSE	BOUND TREE MEDICAL, L	3 BP UNITS (INFANT, CHILD, ADULT),	85044335	08/14/23	84.43	
101-336.000-740.000	OPERATING EXPENSE	BOUND TREE MEDICAL, L	GLOVE DISPENSER	85029141	08/14/23	78.59	
101-336.000-740.000	OPERATING EXPENSE	BOUND TREE MEDICAL, L	CURACIDE DISINFECTANT	85019381	08/14/23	17.69	
101-336.000-740.000	OPERATING EXPENSE	BOUND TREE MEDICAL, L	CURAPLEX SELECT NASOPHARYNGEAL AIR	85021175	08/14/23	21.04	
101-336.000-740.000	OPERATING EXPENSE	BOUND TREE MEDICAL, L	I-GEL, AIRWAY, STERILE PADS, GAUZE	85021174	08/14/23	850.39	
101-336.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	JACK STAND, BEARING PACKER, DRAIN	8195320037409	08/14/23	27.83	
101-336.000-957.000	EDUCATION & TRAINING	IPL MANAGEMENT	TWO 40' SHIPPING CONTAINERS FOR BU	34981	08/14/23	5,000.00	
			Total For Dept 336.000 FIRE			6,169.73	
Dept 441.000 DEPT. OF PUBLIC WORKS							
101-441.000-740.000	OPERATING EXPENSE	LINDE GAS & EQUIPMENT	CYLINDER RENTAL 6/20/2023 - 7/20/2	37201126	08/14/23	152.55	
101-441.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & S	EAR PLUGS AND GLOVES	BF-006286	08/14/23	36.97	
101-441.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & S	SAFETY GLASSES (24) AND GLOVES (10	74674	08/14/23	174.65	
101-441.000-860.000	GAS & OIL	CORRIGAN OIL CO, NO.	GAS & DIESEL	7848799-IN	08/14/23	1,100.05	
101-441.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	DIESEL (92.90) AND GAS (141.40)	7852741-IN	08/14/23	693.35	
101-441.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	GAS (102.00)	7854242-IN	08/14/23	320.72	
101-441.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	GAS & DIESEL WWTTP & DPW	7857336-IN	08/14/23	539.71	
101-441.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	GAS & DIESEL	7863420-IN	08/14/23	466.76	
101-441.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	TOGGLE SWITCH AND ELECTRICAL TAPE	8195321237977	08/14/23	10.14	
101-441.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	JACK STAND, BEARING PACKER, DRAIN	8195320037409	08/14/23	102.06	
101-441.000-863.000	VEHICLE MAINTENANCE	DIUBLE EQUIPMENT INC.	FUEL CAP	7346	08/14/23	12.00	
101-441.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	SWIVEL MOUNT AND JACK	109166446, 1091	08/14/23	551.50	
101-441.000-863.000	VEHICLE MAINTENANCE	GREEN OAK GOLF CART S	HEADLIGHT FOR GOLF CART	11645	08/14/23	139.00	
101-441.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	BATTERY, CORE AND TERMINAL	2272-102039	08/14/23	118.41	
101-441.000-863.000	VEHICLE MAINTENANCE	WEINGARTZ	PARTS, KNOBS, BELTS, CHUTE, AND BL	20499488-00	08/14/23	2,696.77	
101-441.000-863.000	VEHICLE MAINTENANCE	WEINGARTZ	GATE	20501418-00	08/14/23	42.99	
101-441.000-931.000	BUILDING MAINTENANCE	CLEAR HEIGHTS CONSTRU	COMPLETION OF DPW STRUCTURE (72' X	9647-1	08/14/23	17,036.45	
101-441.000-974.000	LAND IMPROVEMENTS	ALL AMERICAN TREE SER	TREE REMOVAL 8/1/2023 661 HAGADORN	9564, 9578	08/14/23	3,050.00	

08/10/2023 12:34 PM
User: PATRICIA
DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
EXP CHECK RUN DATES 08/14/2023 - 08/14/2023
JOURNALIZED
OPEN

Page: 2/5

CHECKS TO BE APPROVED ON 8/14/2023

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 441.000 DEPT. OF PUBLIC WORKS							
101-441.000-974.000	LAND IMPROVEMENTS	ALL AMERICAN TREE SER	TREE REMOVAL 159 HARVARD STREET	9562	08/14/23	1,000.00	
101-441.000-974.000	LAND IMPROVEMENTS	ALL AMERICAN TREE SER	TREE REMOVAL (7) AND TREE PRUNING	9551	08/14/23	4,675.00	
			Total For Dept 441.000 DEPT. OF PUBLIC WORKS			32,915.08	
Dept 567.000 CEMETERY							
101-567.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	JACK STAND, BEARING PACKER, DRAIN	8195320037409	08/14/23	23.19	
101-567.000-740.000	OPERATING EXPENSE	GREEN OAK TIRE, INC.	TIRES (2), VALVES, LABOR & DISPOSAL	1-136810	08/14/23	122.00	
101-567.000-740.000	OPERATING EXPENSE	GREEN OAK TIRE, INC.	LABOR DISMOUNT/MOUNT (2), VALVE ST	1-136809	08/14/23	88.00	
101-567.000-740.000	OPERATING EXPENSE	HUTSON, INC.	V-BELT (3) FOR LAWN MOWERS	10061914, 10063	08/14/23	220.51	
			Total For Dept 567.000 CEMETERY			453.70	
Dept 751.000 PARKS AND RECREATION							
101-751.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & S	NITRILE GLOVES (10) AND HAND SOAP	BF-006317	08/14/23	45.99	
101-751.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHN RENTALS AND CLEANING 7/	I12688, I12689	08/14/23	405.00	
101-751.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHNS AND HAND SANITIZER REN	I12420	08/14/23	230.00	
101-751.000-801.000	PROFESSIONAL SERVICE	ROAD COMMISSION FOR O	GRADE & CHLORIDE SPREAD APPLICATION	103323	08/14/23	506.40	
101-751.000-801.000	PROFESSIONAL SERVICE	TRUGREEN PROCESSING C	LAWN SERVICE FOR VOLUNTEER AND PAU	180332416	08/14/23	1,140.62	
101-751.000-930.000	REPAIR MAINTENANCE	8 POINT BUILDING SUPP	BUMPER PARKING 8' SOLID 4X4 WOOD P	SW4977	08/14/23	360.00	
101-751.000-930.000	REPAIR MAINTENANCE	STONE DEPOT LANDSCAPE	ASPHALT MILLINGS (22), TOP SOIL (5	078598	08/14/23	3,983.79	
			Total For Dept 751.000 PARKS AND RECREATION			6,671.80	
			Total For Fund 101 GENERAL FUND			48,932.58	
Fund 202 MAJOR STREETS							
Dept 463.000 STREET-ROUTINE MAINT.							
202-463.000-930.000	REPAIR MAINTENANCE	ROAD COMMISSION FOR O	COLD PATCH (5 TON)	103394	08/14/23	430.55	
			Total For Dept 463.000 STREET-ROUTINE MAINT.			430.55	
			Total For Fund 202 MAJOR STREETS			430.55	
Fund 203 LOCAL STREETS							
Dept 463.000 STREET-ROUTINE MAINT.							
203-463.000-930.000	REPAIR MAINTENANCE	ROAD COMMISSION FOR O	COLD PATCH (5 TON)	103394	08/14/23	430.55	
			Total For Dept 463.000 STREET-ROUTINE MAINT.			430.55	
			Total For Fund 203 LOCAL STREETS			430.55	
Fund 204 MUNICIPAL STREET FUND							
Dept 451.000 STREET CONSTRUCTION							
204-451.000-802.000	CONTRACTUAL SVCS	DIPONIO CONTRACTING,	HAGADORN ROAD & SEWER IMPROVEMENT	20220855	08/14/23	30,577.85	
			Total For Dept 451.000 STREET CONSTRUCTION			30,577.85	

08/10/2023 12:34 PM
User: PATRICIA
DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
EXP CHECK RUN DATES 08/14/2023 - 08/14/2023
JOURNALIZED
OPEN

Page: 3/5

CHECKS TO BE APPROVED ON 8/14/2023

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 204 MUNICIPAL STREET FUND							
Total For Fund 204 MUNICIPAL STREET FUND							30,577.85
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							
Dept 000.000							
248-000.000-740.200	SEASONAL IMPROVEMENTS	JOHN'S SANITATION	PORTA JOHN RENTALS - FARMERS MARKE I12578		08/14/23	210.00	
Total For Dept 000.000							210.00
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							210.00
Fund 592 WATER & SEWER							
Dept 452.000 WATER & SEWER CONSTRUCTION							
592-452.000-802.100	CONTRACTUAL SERVICES	DIPONIO CONTRACTING,	HAGADORN ROAD & SEWER IMPROVEMENT 20220855		08/14/23	421,669.00	
Total For Dept 452.000 WATER & SEWER CONSTRUCTION							421,669.00
Dept 556.000 WATER							
592-556.000-740.000	OPERATING EXPENSE	ELHORN ENGINEERING CO	PHOSPHATE (10) AND FLUORIDE (5)	298261	08/14/23	5,275.00	
592-556.000-740.000	OPERATING EXPENSE	HAVILAND PRODUCTS COM	CHLORINE GAS CYLINDER 900LB	476643	08/14/23	2,025.00	
592-556.000-740.000	OPERATING EXPENSE	NCL OF WISCONSIN, INC	NALGENE WIDE-MOUTH PP JARS 1000ML	490018	08/14/23	44.53	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER ANALYSIS	43488-237983	08/14/23	75.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER ANALYSIS	43488-237638	08/14/23	75.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER ANALYSIS (5 LEAD & COPPERS)	43488-237602	08/14/23	140.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER ANALYSIS	2975-238187	08/14/23	570.00	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER AND WW ANALYSIS	43488-238404	08/14/23	75.00	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	TNT+ FLUOR (10), TNT+ ALK(15), GLA	INV00062421	08/14/23	1,824.18	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES (FLUORIDE, PHOSPHORUS	INV00066523	08/14/23	1,050.46	
592-556.000-740.000	OPERATING EXPENSE	HACH COMPANY	SERVICE AGREEMENT JULY 2023 - JULY	13636873, 13663	08/14/23	938.50	
592-556.000-860.000	CONTRACTUAL SVCS	CORRIGAN OIL CO, NO.	GAS-ETHANOL (194.10)	7850644-IN	08/14/23	572.59	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	DIESEL (92.90) AND GAS (141.40)	7852741-IN	08/14/23	414.35	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	GAS & DIESEL WWTTP & DPW	7857336-IN	08/14/23	291.93	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	GAS & DIESEL	7863420-IN	08/14/23	664.77	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL II, INC.	GAS (134.60)	7864424-IN	08/14/23	432.07	
592-556.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	JACK STAND, BEARING PACKER, DRAIN	8195320037409	08/14/23	41.75	
592-556.000-863.000	VEHICLE MAINTENANCE	HUTSON, INC.	SPRAY PAINT, HIGH LIFT BLADE (3),	10045595	08/14/23	107.07	
592-556.000-863.000	VEHICLE MAINTENANCE	ROYAL TRUCK & UTILITY	BELT	30017518	08/14/23	48.21	
592-556.000-863.000	VEHICLE MAINTENANCE	WEINGARTZ	PARTS, KNOBS, BELTS, CHUTE, AND BL	20499488-00	08/14/23	469.00	
592-556.000-931.000	BUILDING MAINTENANCE	KURITA AMERICA INC.	INSTALLATION OF METER FILTER # 3	INV769802	08/14/23	5,930.00	
592-556.000-931.000	BUILDING MAINTENANCE	PEERLESS-MIDWEST, INC	WELL #5 MOTOR REPAIR	73699	08/14/23	5,345.00	
592-556.000-972.000	CAPITAL IMPROVEMENTS	BADGER METER INC.	VERTICAL AND REGULAR 3/4" METER HE	1595511, 159551	08/14/23	14,806.09	
592-556.000-977.000	EQUIPMENT	SCALETRON INDUSTRIES,	CHLORINE SCALE, CHANNEL CONTROLLER	22022	08/14/23	3,879.81	
Total For Dept 556.000 WATER							45,095.31
Dept 557.000 WASTEWATER							
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL,	WW ANALYSIS	0723-130900	08/14/23	88.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
EXP CHECK RUN DATES 08/14/2023 - 08/14/2023
JOURNALIZED
OPEN

CHECKS TO BE APPROVED ON 8/14/2023

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 592 WATER & SEWER							
Dept 557.000 WASTEWATER							
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	PETRI DISH W/ PAD 1 PK	5101644	08/14/23	138.92	
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	JAW COUPLING	977684467	08/14/23	10.71	
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	HOOR METER	9785370751	08/14/23	24.83	
592-557.000-740.000	OPERATING EXPENSE	HUTSON, INC.	IDLER PULLEY	10042536	08/14/23	78.13	
592-557.000-740.000	OPERATING EXPENSE	LINDE GAS & EQUIPMENT	CYLINDER RENTAL 6/20/2023 - 7/20/2	37201126	08/14/23	50.85	
592-557.000-740.000	OPERATING EXPENSE	NCL OF WISCONSIN, INC	NALGENE WIDE-MOUTH PP JARS 1000ML	490018	08/14/23	44.52	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WW ANALYSIS	43488-238086	08/14/23	703.00	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WW ANALYSIS	43488-238100	08/14/23	408.00	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WATER AND WW ANALYSIS	43488-238404	08/14/23	1,035.00	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & S	NITRILE GLOVES (10) AND HAND SOAP	BF-006317	08/14/23	114.89	
592-557.000-740.000	OPERATING EXPENSE	REPUBLIC SERVICES #24	PLANT SCREEN REMOVAL 7/21/2023	0241-003964418	08/14/23	1,705.16	
592-557.000-740.000	OPERATING EXPENSE	STONE DEPOT LANDSCAPE	PEA PEBBLE FOR DRYING BED	077688	08/14/23	1,117.80	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	TNT+ FLUOR (10), TNT+ ALK(15), GLA	INV00062421	08/14/23	1,436.85	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES (FLUORIDE, PHOSPHORUS	INV00066523	08/14/23	2,526.73	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	BULK SILICONE TUBING 25FT ROLL	INV00094227	08/14/23	249.36	
592-557.000-802.000	CONTRACTUAL SVCS	CRB CRANE & SERVICE	CRANE INSPECTION	0059613-IN	08/14/23	660.00	
592-557.000-802.000	CONTRACTUAL SVCS	HACH COMPANY	SERVICE AGREEMENT JULY 2023 - JULY	13656873, 13663	08/14/23	3,463.50	
592-557.000-920.000	UTILITY EXPENSE	CONTRACTORS CONNECTIO	GREEN MARKING PAINT (24(AND BLUE	7176531	08/14/23	280.80	
592-557.000-931.000	BUILDING MAINTENANCE	KROFF MECHANICAL SERV	FAN BELT REPLACEMENT	132571	08/14/23	145.35	
592-557.000-962.000	MISCELLANEOUS EXPENSE	UIS SCADA, INC.	TROUBLESHOOT RAS & WAS VALVE OPERA	530371381	08/14/23	1,210.00	
592-557.000-972.000	CAPITAL IMPROVEMENTS	BADGER METER INC.	VERTICAL AND REGULAR 3/4" METER HE	1595511, 159551	08/14/23	14,806.08	
592-557.000-977.000	EQUIPMENT	XYLEM WATER SOLUTIONS	BULBS FOR UV SYSTEM	3556C81450	08/14/23	3,289.62	
			Total For Dept 557.000 WASTEWATER			33,588.10	
			Total For Fund 592 WATER & SEWER			500,352.41	

08/10/2023 12:34 PM
User: PATRICIA
DB: South Lyon

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
EXP CHECK RUN DATES 08/14/2023 - 08/14/2023
JOURNALIZED
OPEN

Page: 5/5

CHECKS TO BE APPROVED ON 8/14/2023

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund Totals:							
			Fund 101 GENERAL FUND			48,932.58	
			Fund 202 MAJOR STREETS			430.55	
			Fund 203 LOCAL STREETS			430.55	
			Fund 204 MUNICIPAL STREET FUND			30,577.85	
			Fund 248 DOWNTOWN DEVELOPMENT AUTHOR			210.00	
			Fund 592 WATER & SEWER			500,352.41	
			Total For All Funds:			580,933.94	

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

July 2023 Payroll Reports

Department	Total Pay
Administration	\$ 43,913.34
Cemetery	\$ 6,718.28
Police	\$ 129,972.95
Fire	\$ 41,763.23
D.P.W.	\$ 57,065.85
Water & Wastewater	\$ 46,479.47
Total Wages	\$ 325,913.12

**Please note 2 pay periods in the month of July 2023*

AGENDA NOTE

Consent Agenda: Item # 1

MEETING DATE: August 14, 2023

PERSON PLACING ITEM ON AGENDA: Police Chief

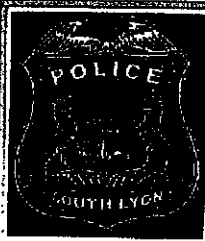
AGENDA TOPIC: Dorothy Street Block Party.

EXPLANATION OF TOPIC: Coordinator Ms. Kasey Hill is requesting a road closure on Dorothy Street from the intersection of McMunn, just east of 412 Dorothy. Addresses effected are 405 Dorothy, 401 Dorothy and 690 McMunn. This portion of Dorothy Street would be blocked off during the event scheduled for August 19th from 12:00 PM to 10:00 PM.

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

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

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Dorothy St. block party which would close the road on Dorothy street from the intersection of McMunn just east of 412 Dorothy, on August 19th 2023, from 12:00 PM to 10:00 PM.



South Lyon Police Department

210 Whipple St.
South Lyon, MI 48178
Ph: (248) 487-1778
Fx: (248) 437-0459

BLOCK PARTY APPLICATION

Date Application Submitted: 8/1/23

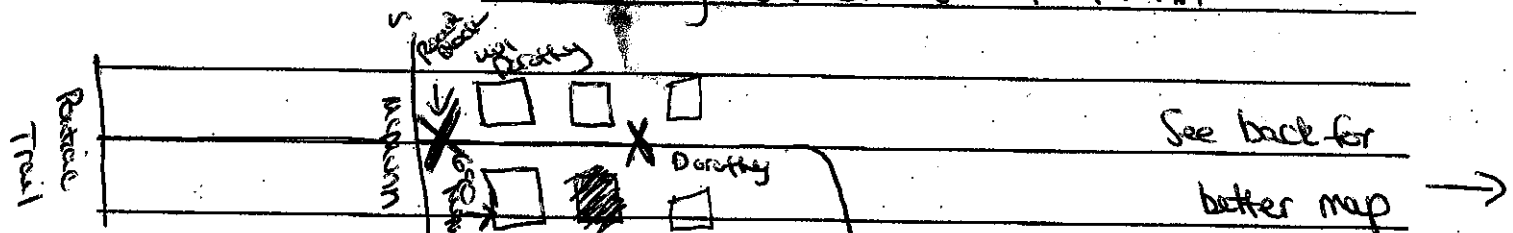
Requested Block-off Date: 8/19/23

Applicant / Contact's Name: Karey Hill PH #: _____

Applicant Address: McMunn Street South Lyon, MI 48178

Block-off Time: 12 pm Block-off removal Time: 10 pm

Street Names to be blocked off: Dorothy Street at McMunn



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

401 Dorothy St. ALVIZ
405 DOROTHY ST DZ
640 McMunn Law Hester

Other families attending: Hill 641 McMunn Diebbourg 645 McMunn

426 Jean

170 Jean

423 Dorothy

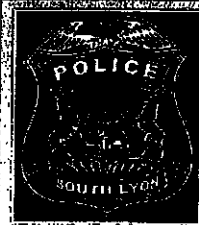
118 Dorothy

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

Karey Hill 8/1/23
Applicant's Signature and Date

Chief Douglas Baaki 8/1/2023
Chief Douglas Baaki

APPROVED [✓] DENIED []



South Lyon Police Department

219 Whipple St.
South Lyon, MI 48178
Ph: (248) 437-1778
Fax: (248) 437-0459

Hold Harmless

*Dorothy Street
Block Party*

To the fullest extent permitted by law the _____

Kasey Hill

(Name of applicant/organization)

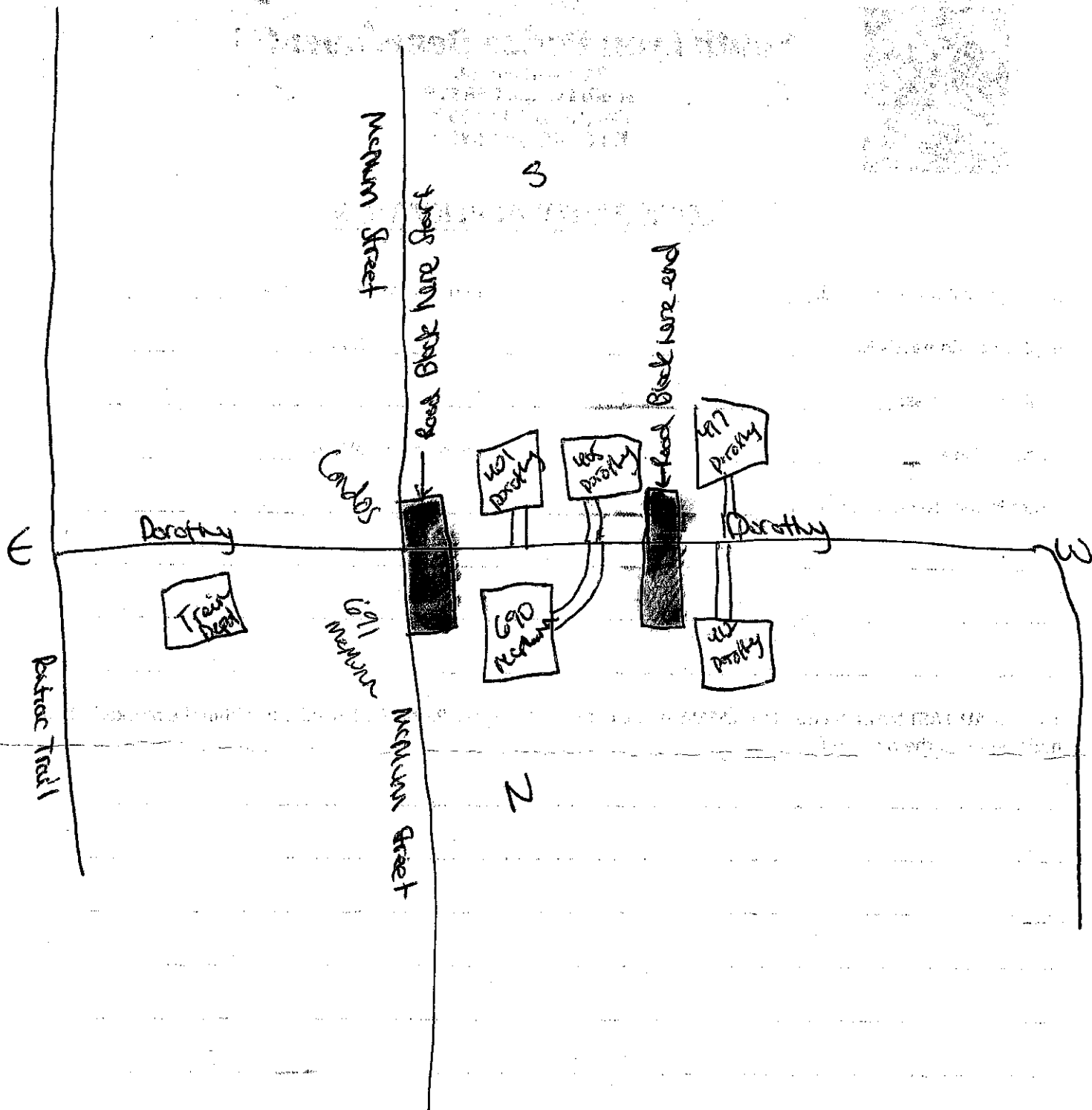
agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Lyon, its elected and appointed officials, employees, volunteers, and other working on behalf of the City of South Lyon against any and all claims, demands, suits, or loss, including all costs connected therewith, and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

Kasey Hill

Signature

8/3/23

Date



AGENDA NOTE

Consent Agenda Item #2

MEETING DATE: August 14, 2023

PERSON PLACING ITEM ON AGENDA: Nathan 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 they must receive local approval first.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Corner Caffè dba Corner Social City of South Lyon Social District License Application
- 1.2 South Lyon Hotel Inc dba South Lyon Hotel City of South Lyon Social District License Application
- 1.3 RPP Group dba Lake Street Tavern City of South Lyon Social District License Application

POSSIBLE COURSES OF ACTION: Approve/not approve the City of South Lyon Social District applications from Corner Social, South Lyon Hotel, and Lake Street Tavern.

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve the City of South Lyon Social District permits applications from Corner Social, South Lyon Hotel, and Lake Street Tavern.

CITY OF SOUTH LYON SOCIAL DISTRICT LICENSE APPLICATION

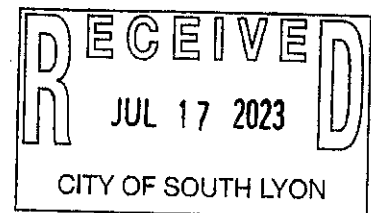


The following outlines the process for obtaining a City of South Lyon social district permit.

1. Submit a completed application with all requirements to the city for review.
2. You will be notified when the application has been accepted. The South Lyon Police Department will give approval to applicants to the social district.
3. Once the applicant has received SLPD approval, the application will be reviewed by City Council, and then you will be notified of their approval and provided with a Resolution document to include with your application to the Michigan Liquor Control Commission (MLCC).
4. Submit your application to the MLCC along with the resolution document. (Application is provided in this packet.)
5. The MLCC will notify you of their approval. It is a requirement to provide the City of South Lyon with a copy of this approval. **You do not have City of South Lyon approval at this point.**
6. The city will do a final review of your application after all of the above steps have been completed and are satisfied.
7. Upon final City of South Lyon approval, you will receive a Social District License and will be issued a Social District sticker to be placed on a public facing entrance in your establishment. This can be picked up at City Hall.
8. You may then begin selling social district beverages.

Submittal Requirements

- Completed application
- Certificate of Insurance naming the City of South Lyon as Additional Insured
- \$50 fee, cash or check payable to the City of South Lyon
- Copy of your liquor license
- A depiction of your business' logo/marker/signifier to be used on your social district cups



Please note the following:

- The allowed hours for social district drinks are 9:00 am – 11:00 pm
- Social District cups must be clear plastic, maximum of 16 ounces, and have both the logo provided with your application and the Sidecar logo on them. An electronic copy of the Sidecar logo will be emailed to you
- Your establishment must post a copy of the social district map and rules
- Approval of a social district permit issued by the City of South Lyon is within the City's discretion notwithstanding any approval of the MLCC.
- The City may revoke the Applicant's social district license within its discretion at any time.
- Revocation by the Commission of the Applicant's social district license issued by the Commission constitutes automatic revocation of any social district license issued by the City to the Applicant without appeal as otherwise provided by the South Lyon City Code.

PAID

JUL 17 2023

CITY OF SOUTH LYON
OFFICE OF TREASURER

CITY OF SOUTH LYON SOCIAL DISTRICT LICENSE APPLICATION



335 S. Warren St., South Lyon, MI 48178 - nmack@southlyonmi.org, (248) 437-1735

New Application Submittal - \$50



Annual Renewal - \$50



Name

Mike Carano

Address

101 S. Lafayette

Business Name

The Corner Social

Email

thecornersocialsl@gmail.com

Phone

248.437.0686

Have you had a license or permit required by the City of South Lyon or any other state or municipal authority revoked, suspended, or denied in the last three years? If yes, please provide details:

No

HOLD HARMLESS ACKNOWLEDGMENT

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

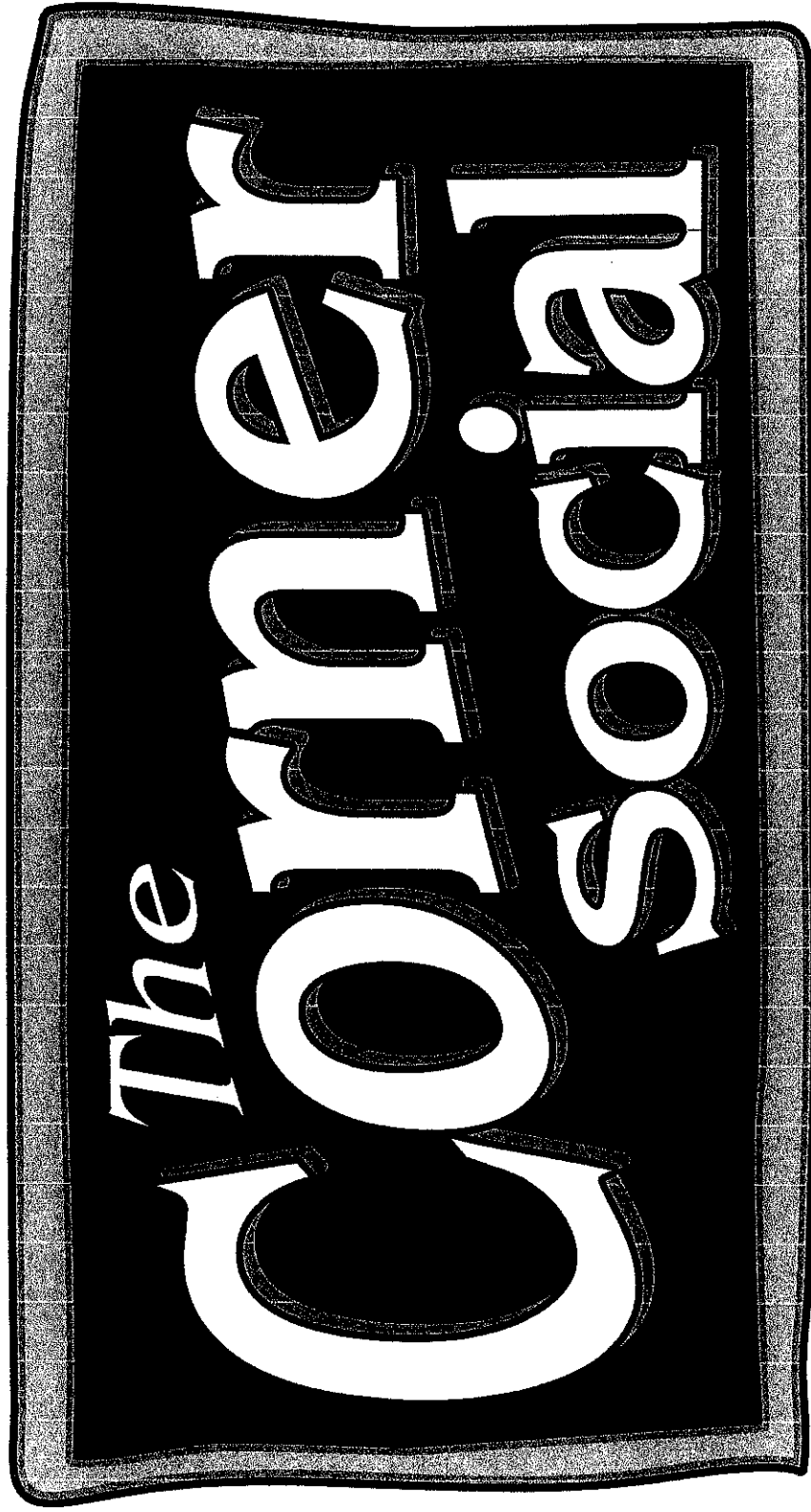
Printed Name

Mike Carano

Date

7.15.23

Signature



CITY OF SOUTH LYON SOCIAL DISTRICT LICENSE APPLICATION



335 S. Warren St., South Lyon, MI 48178 - nmack@southlyonmi.org, (248) 437-1735

New Application Submittal - \$50

Annual Renewal - \$50

Name

Corry Bala

Address

201 N. Lafayette St.

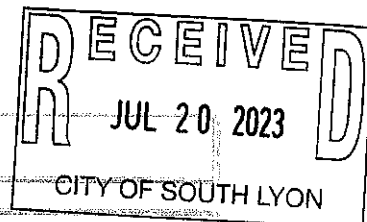
Business Name

South Lyon Hotel

Email

corry@southlyonhotel.com

Phone



PAID

JUL 20 2023

CITY OF SOUTH LYON
OFFICE OF TREASURER

Have you had a license or permit required by the City of South Lyon or any other state or municipal authority revoked, suspended, or denied in the last three years? If yes, please provide details:

HOLD HARMLESS ACKNOWLEDGMENT

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

Printed Name

Corry Bala

Date

7/20/23

Signature

Corry Bala

CITY OF SOUTH LYON SOCIAL DISTRICT LICENSE APPLICATION



The following outlines the process for obtaining a City of South Lyon social district permit.

1. Submit a completed application with all requirements to the city for review.
2. You will be notified when the application has been accepted. The South Lyon Police Department will give approval to applicants to the social district.
3. Once the applicant has received SLPD approval, the application will be reviewed by City Council, and then you will be notified of their approval and provided with a Resolution document to include with your application to the Michigan Liquor Control Commission (MLCC).
4. Submit your application to the MLCC along with the resolution document. (Application is provided in this packet.)
5. The MLCC will notify you of their approval. It is a requirement to provide the City of South Lyon with a copy of this approval. **You do not have City of South Lyon approval at this point.**
6. The city will do a final review of your application after all of the above steps have been completed and are satisfied.
7. Upon final City of South Lyon approval, you will receive a Social District License and will be issued a Social District sticker to be placed on a public facing entrance in your establishment. This can be picked up at City Hall.
8. You may then begin selling social district beverages.

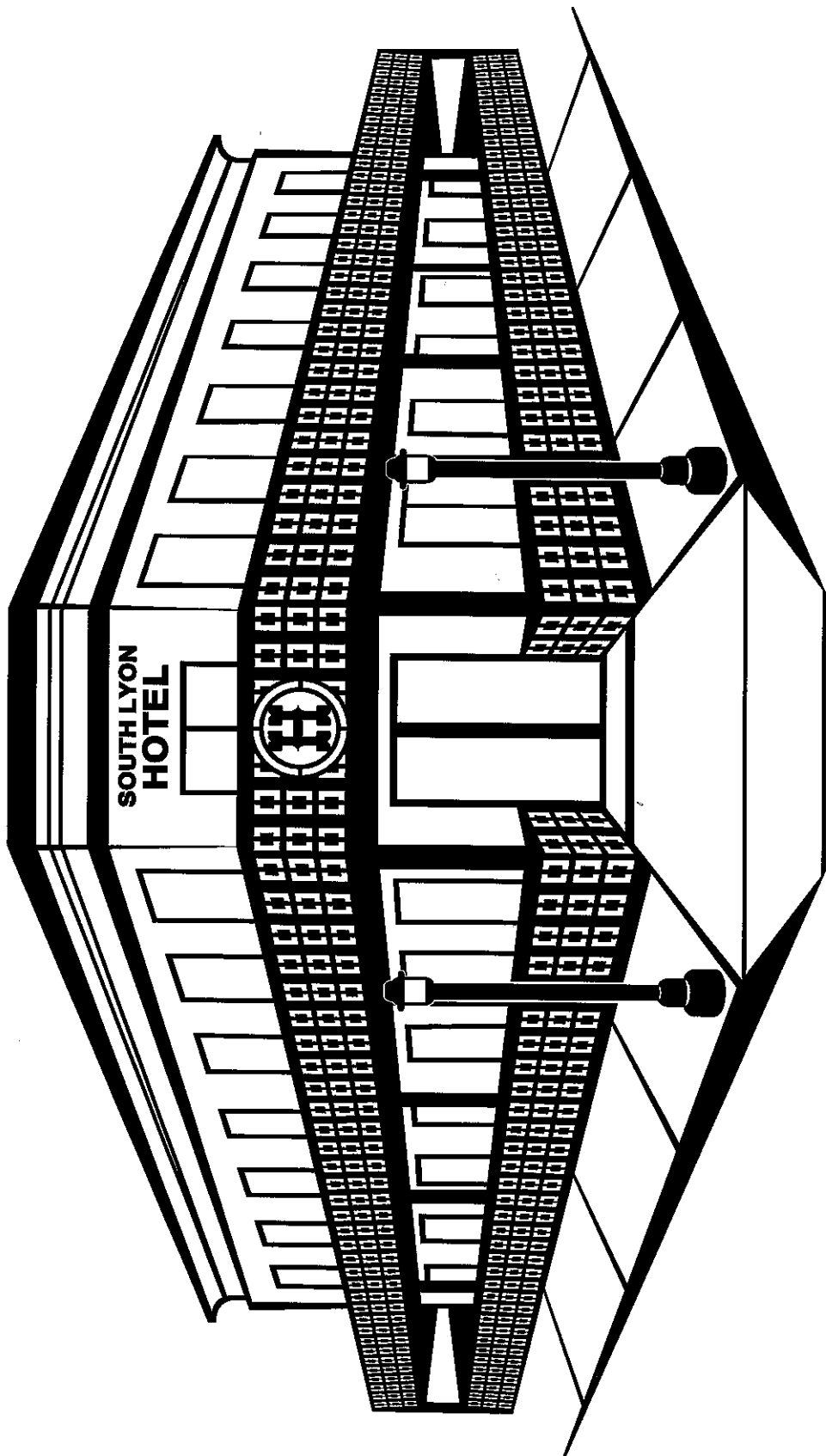
Submittal Requirements

- Completed application
- Certificate of Insurance naming the City of South Lyon as Additional Insured
- \$50 fee, cash or check payable to the City of South Lyon
- Copy of your liquor license
- A depiction of your business' logo/marker/signifier to be used on your social district cups

Please note the following:

- The allowed hours for social district drinks are 9:00 am - 11:00 pm
- Social District cups must be clear plastic, maximum of 16 ounces, and have both the logo provided with your application and the Sidecar logo on them. An electronic copy of the Sidecar logo will be emailed to you
- Your establishment must post a copy of the social district map and rules
- Approval of a social district permit issued by the City of South Lyon is within the City's discretion notwithstanding any approval of the MLCC.
- The City may revoke the Applicant's social district license within its discretion at any time.
- Revocation by the Commission of the Applicant's social district license issued by the Commission constitutes automatic revocation of any social district license issued by the City to the Applicant without appeal as otherwise provided by the South Lyon City Code.

SOUTH LYON HOTEL



CITY OF SOUTH LYON SOCIAL DISTRICT LICENSE APPLICATION



335 S. Warren St., South Lyon, MI 48178 - nmack@southlyonmi.org, (248) 437-1735

New Application Submittal - \$50



Annual Renewal - \$50

Name

Mary Poole

Address

127 E Lake St

Business
Name

RPP Group dba Lake Street Tavern

Email

lakestreetbills@gmail.com

Phone

248..446.8898

Have you had a license or permit required by the City of South Lyon or any other state or municipal authority revoked, suspended, or denied in the last three years? If yes, please provide details:

no

HOLD HARMLESS ACKNOWLEDGMENT

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

Printed Name

Mary Poole

Date

7/14/23

Signature

Mary Poole



LAKE STREET TAVERN

AGENDA NOTE

New Business # 1

MEETING DATE: August 14, 2023

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Municipal Credit Agreement

EXPLANATION OF TOPIC: The City of South Lyon is one of numerous communities who are served by People's Express for transportation services. Oakland County Board of Commissioners has established a program for communities such as ours to receive transit services through Oakland County and People's Express. At this month's Oakland County Commissioners Meeting they approved a Public Transportation Agreement between Oakland County and Peoples Express, which will provide expanded transportation services to the residents in our community. Therefore, our existing contract with People's Express (and future payments to People's Express) will no longer be needed. Additionally, we will allocate our municipal credits that are authorized by Public Act 51 to Oakland County.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Oakland County Public Transportation Agreement between People's Express Inc. and Oakland County, Termination Letter from People's Express, Municipal Credit Agreement between Oakland County and City of South Lyon.

POSSIBLE COURSES OF ACTION: To approve / not approve the attached Municipal Credit Agreement between Oakland County and the City of South Lyon, and to accept the termination letter from People's Express.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the attached Municipal Credit Agreement between Oakland County and the City of South Lyon and to accept the termination letter from People's Express.

**MUNICIPAL CREDIT AGREEMENT BETWEEN
OAKLAND COUNTY, MI AND
CITY OF SOUTH LYON, MI**

This Municipal Credit Agreement ("Agreement") is between Oakland County ("County"), a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341, and the City of South Lyon ("Public Body") 335 South Warren Street, South Lyon, Michigan 48178. 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:
Paul Zelenak
City Manager
335 S Warren St
South Lyon, MI 48178

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

Authorization and Completion of Agreement. 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, City Manager Paul Zelenak, City of South Lyon, hereby acknowledges that he has been authorized by a resolution of the South Lyon City Council, 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: _____

Paul Zelenak, City Manager
City of South Lyon

DATE: _____

WITNESSED: _____

City of South Lyon

DATE: _____

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

EXECUTED: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____

People'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.

PUBLIC TRANSPORTATION AGREEMENT**BETWEEN****PEOPLE'S EXPRESS INC.****AND****OAKLAND COUNTY**

THIS PUBLIC TRANSPORTATION AGREEMENT ("Agreement") is made this _____ day of _____ 2023, 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**

17.1 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

Authorization and Completion of Agreement. 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: _____
Doug Anderson, Director
People's Express Inc.

DATE: _____

WITNESSED: _____
People's Express Inc.

DATE: _____

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

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

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

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.
- b. 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.

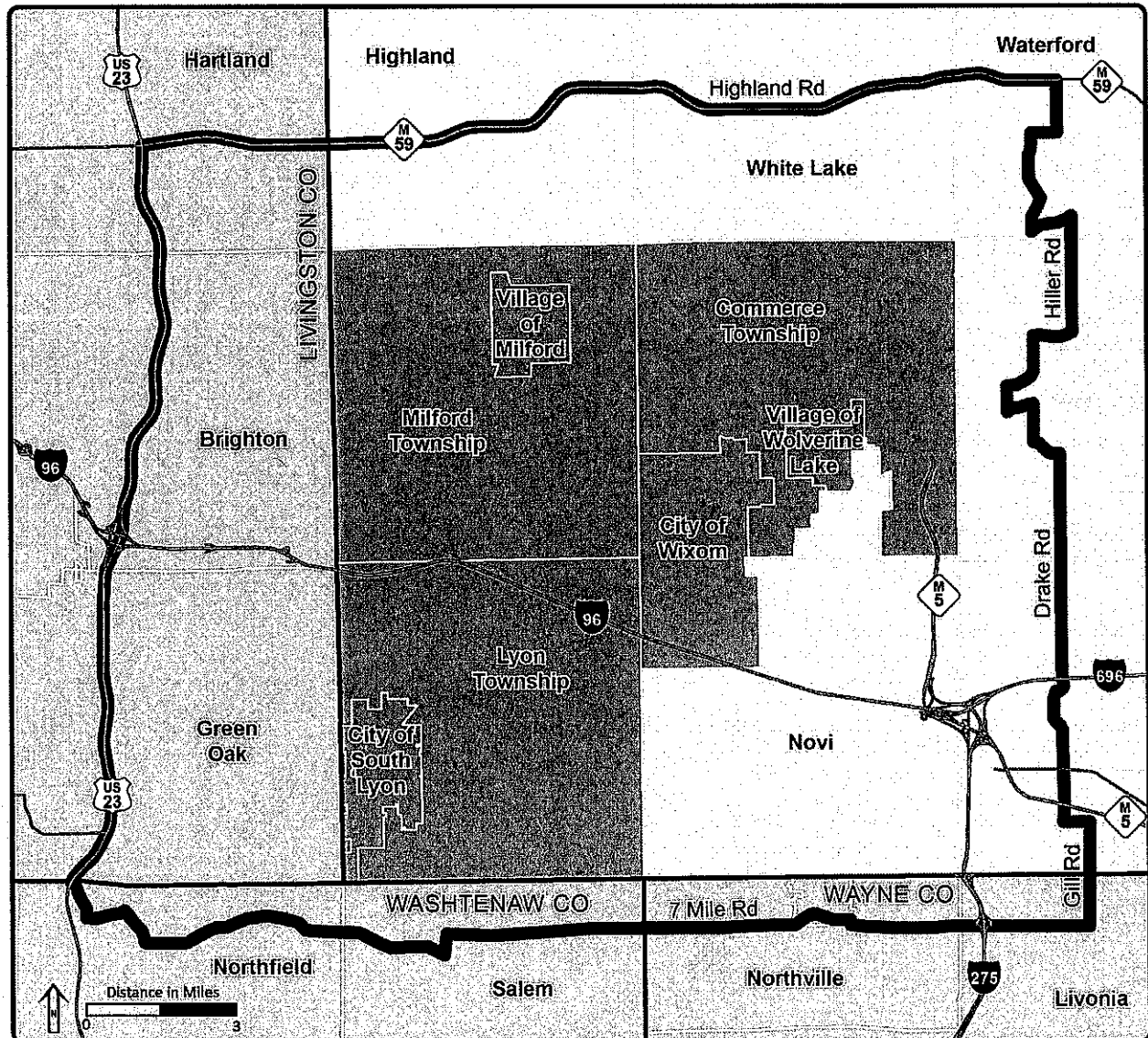
4. Service Operations

- 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. •



The information provided hereon has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

OAKLAND TRANSIT
All ways, MOVING FORWARD

<p>Service Community</p> <p>Qualifying residents living in Milford, Commerce, Lyon, Wolverine Lake, South Lyon, and Wixom may utilize transportation services provided by PEX</p>	<p>Driving Boundary</p> <p>PEX provides transportation services for qualifying residents to eligible destinations located within the driving boundary</p>
--	--

7.5.2023

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:

- a. 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 one-way 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 Expenditures (Lump Sum)	Municipal Credit (Sept-Dec Credit)	Credit for Other Operating Funds As Applicable
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.

** 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.

4. Invoices

- 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.
- 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.
- 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

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.
- b. 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

Provider Name	
Date	
City	
State	
ZIP Code	
Phone Number	

Contact Name	
Contact Title	
Contact Email	
Submitter Name	
Submitter Title	
Submitter Email	
Date Submitted	

Expenses					
Code	Description	Operations	Maintenance	General Admin	Total
501	Labor				
50101	Operator's Salaries and Wages				
50102	Other Salaries and Wages				
50103	Dispatchers Salaries and Wages				
502	Fringe Benefits				
50200	Other Fringe Benefits				
50210	DC Pension				
50220	DB Pension				
503	Services				
50302	Advertising Fees				
50305	Audit Cost				
50399	Other Services				
Comments:					
504	Materials and Supplies				
50401	Fuels and Lubricants				
50402	Tires and Lubes				
50499	Other Materials and Supplies				
Comments:					
505	Utilities				
50500	Utilities				
506	Insurance				
50603	Liability Insurance				
50699	Other Insurance				
Comments:					
508	Purchased Trans Service				
50800	Purchased Trans Service				
509	Misc. Expenses				
50902	Travel, Meetings, and Training				
50903	Association Dues and Subscriptions				
50999	Other Misc. Expenses				
Comments:					
511	Interest Expense				
51101	Interest Expense				
512	Insurance				
51200	Operating Leases and Rentals				
513	Depreciation				
51300	Depreciation				

Additional Expenses

Code	Description	Operations	Maintenance	General Admin	Total

Revenue		
Code	Description	Revenue
401	Farebox Revenue	
40100	Passenger Fares	
406	Auxiliary Trans Revenues	
40610	Concessions	
40615	Advertising	
40699	Other Auxiliary Trans Revenues	
407	NonTrans Revenues	
40710	Sales of Maintenance Services	
40799	Other NonTrans Revenues	
408	Local Revenue	
40800	Taxes Levied Directly for/by	
40910	Local Revenue	
40999	Community Credits	
Comments:		
411	State Formula and Contracts	
41101	State Formula Operating	
41110	Municipal Credit	
41199	Other State Contracts and	
413	Federal Contracts	
41301	Federal Section 5311	
41399	Other Federal Contracts and	
414	Other Revenue	
41400	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				
616	Passengers - Elderly				
617	Passengers - Persons w/ Disabilities				
618	Passengers - Elderly Persons w/ Disabilities				
622	Total Demand - Response Passengers				
625	Days Operated				

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

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.

1. ☐ 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 its 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.

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

(2) 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>

AGENDA NOTE

New Business # 2

MEETING DATE: August 14, 2023

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Opioid Settlement Resolution

EXPLANATION OF TOPIC: After several years of negotiation, nationwide settlements relating to the distribution and sale of opioids, another agreement has been reached with Walgreens. The settlements require companies to pay up to \$16.5 billion dollars over 13 years. The City of South Lyon's eligible to participate in the settlements.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resolution approving Opting-in to the National Opioid Litigation Settlement, and Exhibits of opioid remediation uses.

POSSIBLE COURSES OF ACTION: Approve or not approve the Resolution Opting-in to the National Opioid Litigation Settlement with Walgreens.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Resolution Opting-in to the National Opioid Litigation Settlement with Walgreens.

CITY OF SOUTH LYON
RESOLUTION TO APPROVE THE CITY OF SOUTH LYON
APPROVING OPTING-IN TO THE
NATIONAL OPIOID LITIGATION SETTLEMENTS WITH WALGREENS

RESOLUTION NO. _____

At a regular meeting of the City for the City of South Lyon, Oakland County, Michigan, held in the City Council Members Chambers of said City, on the ____ day of _____, 2023, at 7:30 p.m.

PRESENT: _____

ABSENT: _____

WHEREAS, After several years of negotiation, nationwide settlements relating to the distribution and sale of opioids, have been reached against three national pharmacies, CVS, Walmart and Walgreens and against two pharmaceutical companies, Teva Pharmaceutical Industries and AbbVie/Allergan. The State of Michigan previously agreed to the terms of the settlements with CVS and Walmart, Teva and Allergan. The state recently agreed to a settlement with Walgreens, which allows subdivisions in Michigan to opt into the Walgreens settlement. These settlements are in addition to the settlements previously approved in 2021 with distributors, McKesson, Cardinal Health and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. The settlements require the companies to pay up to \$16.5 billion dollars over 15 years. The settlement payments are primarily earmarked for participating states and state subdivisions to remediate and abate the impacts of the opioid crisis and also include payment of attorney fees for subdivisions that hired counsel to sue these companies on their behalf ("Litigating Subdivisions"); and

WHEREAS, The settlements place numerous requirements on the companies to implement safeguards to prevent the overdistribution and sale of opioids. The Michigan Attorney General's Office has agreed to participate in the settlement with Walgreens and the City of South Lyon is eligible to participate in the settlement.

WHEREAS, Any funds received from the Walgreens settlement must be spent on opioid remediation, which is defined in the settlement agreement.

WHEREAS, The proposed settlement requires the participating subdivisions to agree to the settlement terms. The settlement requires: i) an agreement to the terms of the settlement; ii) a release of claims; iii) an agreement that monies received can only be spent on opioid remediation and iv) a consent to the jurisdiction of the court where the settlement judgment is filed.

NOW THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The City of South Lyon elects to participate in the proposed settlement with Walgreens.

2. The City of South Lyon agrees to the terms of the Walgreens settlement, a release of claims against Walgreens, the funds received from the settlement to be spent on opioid remediation, as defined in the settlements, and consents to the jurisdiction of the court where the settlement judgment is filed.

3. The City of South Lyon authorizes the City Manager to utilize the National Opioid Settlement Portal to opt-in to the Walgreens settlement, consent to the terms of the settlement and such further action as is necessary to receive the settlement funds.

4. That the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlement as described herein.

A vote on the foregoing resolution was taken and was as follows:

ADOPTED.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

OAKLAND COUNTY)

I, Lisa Deaton, City Clerk of the City of South Lyon, hereby certify this to be a true and complete copy of Resolution No. _____, duly adopted at a regular meeting of City Council hold on _____ day of _____, 2023.

Date

Lisa Deaton City Clerk

Walgreens National Opioid Settlement
Opioids Implementation Administrator
opioidsparticipation@rubris.com

South Lyon city, MI
Reference Number: CL-386717

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE
WALGREENS NATIONAL OPIOID SETTLEMENT. YOU MUST TAKE ACTION IN
ORDER TO PARTICIPATE.**

Deadline: September 6, 2023

The Michigan Department of Attorney General has reached a settlement with Walgreens Pharmacy regarding opioids. This settlement allows Michigan and eligible local governments to participate in the Walgreens National Settlement. You are receiving this *Participation Package* because your local government is eligible to participate. Your local government may receive direct payments from this settlement if it chooses to participate.

This electronic envelope contains:

- *Participation Forms* for Walgreens, including a release of any claims.
- The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, Walmart, and Walgreens Settlements.

The *Participation Form* must be executed, without alteration, and submitted on or before September 6, 2023.

The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, Walmart, and Walgreens Settlements is included for reference. This agreement is in the process of being ratified. The agreement defines the distribution between the State and Local Subdivisions and determines the allocation percentage of each Local Subdivision.

The subdivision participation forms received will be used to calculate Michigan's subdivision participation rate, which will determine whether Michigan earns its maximum potential payment under the settlement. Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in Michigan.

You are encouraged to discuss the terms and benefits of the *Walgreens National Opioid Settlement* with your counsel, your Attorney General's Office, and other contacts within your state.

Additional information may be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign:* Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign:* DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

The sign-on period for subdivisions ends on September 6, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Assistant Attorney General Matt Walker at the Michigan Department of Attorney General at 517-335-7632 or AG-OpioidLitigation@michigan.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☒ Yes ☐ No

Governmental Entity: South Lyon city	State: MI
Authorized Signatory: Paul C Zelenak	
Address 1: 335 S warren	
Address 2:	
City, State, Zip: South Lyon Michigan 48178	
Phone: 248-437-1735	
Email: pzelénak@southlyonmi.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releaser, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Paul C Zelenak
C05A005A20B941F...

Name:

Paul C Zelenak

Title:

City Manager

Date:

7/26/2023



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, WALMART, AND WALGREENS SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding ("MOU"):

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- D. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. "Final Allocation Percentage" is a Participating Local Government's Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. "Litigating Local Government Attorneys" are the law firms who were retained by the Litigating Local Governments.
- G. "Litigating Local Government Attorney Fee Fund" ("LLGAFF") is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. "Litigating Local Governments" are the entities indicated as litigating in Exhibit C of this agreement.
- I. "Litigation Adjustment" is an adjustment applied to the Preliminary Allocation Percentage.
- J. "Local Government Share" is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. "Local Governments" are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. "National Contingency Fee Fund" are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. "National Fund Administrator" is the Settlement Fund Administrator as defined by the Settlements.
- N. "Neutral Special Master" is an independent mediator selected by the State.
- O. "Opioid Remediation" is the term as defined by the Settlements.
- P. "Participating Local Governments" are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. "Parties" are the State and the Litigating Local Governments. The singular word "Party" shall mean either the State or Litigating Local Governments.
- R. "Pharmaceutical Entities" are the "Released Entities" as defined by the Settlements.

- S. "Preliminary Allocation Percentage" is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. "Projected Attorney Fees" are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. "Projected Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- V. "Settlements" are the Allergan, Teva, CVS, Walmart, and Walgreens national settlement agreements related to opioids and entered by the State between December 2022 and June 2023.
- W. "Settlement Payments" are scheduled monetary payments received through the Settlements.
- X. "Special Circumstance Fund" is 5% of the Local Government Share.
- Y. "State" is the State of Michigan acting through its Attorney General or her designees.
- Z. "State Share" is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Allergan, Teva, CVS, Walmart, or Walgreens Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

Exhibit A - Final Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

Exhibit B - Preliminary Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage

Michigan State-Subdivision Agreement for Allergan, Teva, CVS, Walmart, and Walgreens Settlements

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

The South Lyon Area Historical Society



**FREE FAMILY
FUN**

**CELEBRATING SOUTH LYON'S
150TH BIRTHDAY
DEPOT DAY
2023**

**CRAFT
SHOW**

**BANJO
BAND**

Model Trains

**September 9th
10 am - 5 pm**

**TRAIN RIDES SOUTH LYON HISTORY DISPLAY
THE BUBBLE MAN GAMES CRAFTS**

**TRACTOR PULL COMPETITION FOR AGES 5-12 YEARS.
PRIZES WILL BE AWARDED**

**SSLDL *Story Time in the School*
TIME CAPSULE CEREMONY**

Plus more fun and activities for the whole family

The South Lyon Area Historical Society thanks you for your continued support in preserving South Lyon's history.

South Lyon Historical Village, 300 Dorothy Street