Regular City Council Meeting
June 27, 2016
Agenda

7:30 p.m.  Call to Order
Pledge of Allegiance
Roll Call
Approval of Minutes: June 13, 2016
Approval of Bills: None
Approval of Agenda
Public Comment

I. Old Business – None

II. New Business-

1. Consider appointment of Acting City Manager

2. Consider approval of Budget Amendments

3. Consider approval of the resolution to Temporary Suspend Enforcement of Parts of City’s Mobile Food Vending Ordinance

4. Consider approval of the resolution to amend Mobile Food Vending Application and License Fees

5. Consider approval of the First Reading of Amendment to Mobile Food Vending Ordinance 13-16

6. Consider suspending enforcement indefinitely of the Mobile Food Vending Ordinance Article 9, Section 22-279 through 22-279 with respect to private property only

7. Consider approval of ASTI Environmental’s Proposal for Services related to Restrictive Covenant Evaluation for 128 S. Lafayette

8. Consider approval of negotiated annexation agreement for Tax I.D 21-30-126-001

9. Consider approval of Oakland County Law Enforcement Mutual Aid Agreement

10. Consider approval of temporary outdoor service for Witch’s Hat “Fury for a Feast” event

III. Discussion- Downtown
IV. Manager’s Report-
V. Council Comments-
VI. Closed Session to discuss collective bargaining negotiations and strategy as allowed under MCL 15.268 (c)
VII. Adjournment
CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
JUNE 13, 2016

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

PRESENT: Mayor Galeas
Council Members: Dedakis, Kivell, Kramer, Kurtzweil, Ryzyi and Wedell

ALSO PRESENT: City Attorney Wilhelm, Chief Collins, Department Head Martin and Clerk/Treasurer Deaton

ABSENT: City Manager Ladner

MINUTES

Councilmember Kivell stated on page 7 the word “away should be a way.” He further stated the last paragraph under Council Comments doesn’t explain the point he was trying to convey, therefore he would like that paragraph struck from the minutes.

CM 6-1-16 MOTION TO APPROVE MINUTES

Motion by Kivell, supported by Ryzyi
Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

Councilmember Dedakis questioned the bill for Badger Meter for $4,870.00 Department Head Martin stated that is for the final purchase of water meters for the current fiscal year. Councilmember Ryzyi questioned the bill for miscellaneous supplies purchased by the Police Department from Sams Club. Chief Collins stated it is for office supplies, printer cartridges, toilet paper, paper towels and such.

APPROVAL OF AGENDA

Councilmember Kivell read an email aloud that was received by himself and the City Manager from Kathy Swan, the President of the Pumpkinfest Committee. “I would like the following statement to be read at the Council Meeting tonight. The Pumpkinfest Executive Board was fully prepared to present our request for Road Closures at the June 13, 2016 South Lyon City Council meeting. One of the Pumpkinfest board members received a call on Sunday from a Councilperson, who stated that the Pumpkinfest Board must comply with the demands said Councilperson laid out, unrelated to the actual road closure item, or the Councilperson would pull their support for the Road Closure request, and would possibly bring other council members along. In light of this, the Pumpkinfest Executive Board would like to withdraw the request to be on tonight’s agenda (Road closures for the Festival and Parade). The Pumpkinfest board is not prepared to make any other statements or answer any questions at this time.” Councilmember Kivell stated he would like the Pumpkinfest items #4 and #5 removed from the Agenda, but would like a discussion item added in its place.

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CM 6-2-16 MOTION TO REMOVE ITEMS #4 AND 5, AND ADD A DISCUSSION ITEM OF PUMPKINFEST

Motion by Kivell, supported by Dedakis
Motion to remove the items regarding the Pumpkindst road closures but to replace with a discussion item regarding Pumpkindst

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Doreen Hannon of the Salem South Lyon Library stated she would like to let everyone know they are kicking off the summer reading program on June 16th from 5:00 to 6:30 p.m. She encourages all to participate and it is very important to keep the children reading during the summer months. She further stated they are having a bond fire because they have been able to pay off the 2 1/2 million dollar bond debt. Ms. Hannon stated they have been having community conversations and they listen to all in the community and they try to address any concerns or issues they can at the library. She further stated they will now have Sunday hours from September through June from 1:00 p.m. to 5:00 p.m. Ms. Hannon stated the Library has applied to partner with the grant foundation center and people now have the ability to search through the grant databases at the Library.

Ryan Cottingin of the Witches Hat stated he has a comment regarding the budget, and he was wondering if the City will ever consider having the 911 dispatch taken care of in the City instead of going through Novi. He further stated there hasn't been a delay but it is an extra step in trying to get Police or Fire services. Mr. Cottingin stated he also wants to thank Council for bringing the topic of food trucks to the table tonight.

Carl Richards of 390 Lenox stated he would like to congratulate and honor the VFW for the successful Memorial Day parade, it was very well attended. He further stated he would like to thank the DPW for painting the gazebo deck and power washing the school steps. Mr. Richards stated he also wanted to let everyone know the Salvation Army was approved at the last Planning Commission meeting.

Mayor Galeas stated he would like to introduce Bob Donohue who is the new Downtown Economic DDA Director.

OLD BUSINESS

1. Consider approval of second resolution for adoption of the 2016-2017 City of South Lyon Budget

Attorney Wilhelm stated in years past, the City has passed two resolutions regarding the budget, one of the budgets was missed at the last meeting. Councilmember Kurtzweil stated she has been studying the budget and she still has questions. She stated she would like to know if the Building Authority Bond has been analyzed to ensure we are collecting enough taxes to pay the payments without a shortfall. She further stated if we aren't collecting enough funds, where is the additional funds coming from. Councilmember Kurtzweil stated she doesn't understand why the water and sewer department are combined in the budget. She stated when you look into this deeper it appears there could be a discrepancy regarding the cash flow and debt service. She stated the flow chart that was done by Warren Kraemer by separating out the cash flow is very important to see and should be done with these funds. She stated it is hard to see if there is a problem when the two funds are combined. Councilmember Kurtzweil stated she would also like to know what the collection rate of taxes is. Clerk Deaton stated she would have to check, but it is at least 80%. Councilmember Kurtzweil stated we need to collect 100% of the taxes, not just 80%. Clerk Deaton stated we end up being whole, because the County purchases our delinquent roll in March and we get the payment by June. Councilmember Kurtzweil stated that again is a problem because the payment is due in October which is a timing problem. She stated the resolution reflects the City Manager can transfer between funds, and if that is happening, it could veil the fact there is a shortage. Councilmember Wedell stated some of these questions will be answered

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when the audit is completed. They have done studies on the sewer fund and what we need to do to make sure we stay current and we don’t fall behind.

Councilmember Ryzyi stated he voted against the mill increase at the previous meeting as he will tonight, and he was unaware there would be a millage rate increase up until 4 days before that meeting. He further stated he has requested areas where we could cut the budget to be thriftier, and where we could raise our fee schedule instead of raising the mill.

**CM 6-3-16 MOTION TO APPROVE SECOND RESOLUTION FOR ADOPTION OF BUDGET**

Motion by Kivell, supported by Wedell
Motion to approve the second resolution setting the total budget expenditures for 2016-2017 and the funds to be used by number by the City

**VOTE:** Roll Call: Ayes – Kivell, Dedakis, Galeas, Kramer, Wedell
Nays – Ryzyi, Kurtzweil

**MOTION CARRIED**

2. Discussion- Mobile food trucks

Councilmember Dedakis stated she has spoken with many other people and is wondering if we need to even have a Mobile Food Vendor Ordinance. She stated it seems we are standing alone in this. Councilmember Ryzyi stated he is disappointed we passed the Ordinances. He stated we were told this was comparable to other jurisdictions and we are not. He stated the Ordinance is so restricting and it is hurting our businesses. He further stated there is a difference between personal property and public property. He believes we should allow private business owners to decide if they want to have food trucks or not. Councilmember Kivell stated this process began because of a situation that occurred when Chad Lindsay was not allowed to setup his smoker at the coffee shop, which created the realization that we didn’t have an ordinance to address that type of activity. Unfortunately by acting quickly to ensure that didn’t happen again, we passed an Ordinance that was too protective and didn’t forecast that it made it so difficult that it could stifle this type of activity from being conducted. He further stated he feels we should vacate most of the Ordinance, but he does feel the sponsor needs to submit a site plan for the Fire Department to review to ensure there is nothing dangerous about the location. Councilmember Kivell stated we do need to make sure the public property still covers the City. Mayor Galeas stated his original intent was the same, to ensure local business owners will be able to have food trucks if they want to, and we said at the beginning this would be a work in progress and it may need to be adjusted after we get feedback. Councilmember Kramer stated we definitely need a distinction between private and public property, but we should have some kind of license to ensure they have the required licenses. Councilmember Kivell stated that is the sponsors due diligence. Councilmember Kurtzweil stated she has researched this issue for a month and a half now and she now knows this Ordinance doesn’t belong in the City. She asked Attorney Wilhelm if he spoke with any vendors or any food truck organizations. She stated she has spoken with many of them. She further stated she spoke with Oakland County Health Department. Councilmember Kurtzweil stated this is a fast growing business and she described the process a food vendor truck must go through to gain their license. She stated they must supply a plan, electrical, plumbing, refrigeration, etc. to the Oakland County Health Department as well as a menu and if they must have a food truck that accommodates the food making process of the foods on their menu. The license approval process is a long and detailed one. They also have to attend a 16 hour class. They will first receive a plan approval letter, then an operating approval letter. She further stated they have two inspections each period. She stated this ordinance is not business friendly and the City needs to be business friendly. She stated food trucks are an important business to the brewery businesses as well. She will make the motion to suspend the mobile food vending ordinance.

Councilmember Kramer stated this is actually how government is supposed to work. We make decisions, get feedback and discuss it again and make changes if necessary. He doesn’t understand the anger and ranting and
raving about an issue since it is not the way to solve a problem. We are trying to address the issue, we all voted yes on this ordinance and now we are all in agreement to change it, and that is what we will do. Mayor Galeas stated he doesn’t feel the anger is necessary either. He has spoken with the local business as well, and again, we all approved this ordinance, but now see the ordinance needs to be changed and we will do that. It was never our intention to hinder business, we had good intentions, but we now understand the ordinance needs to be pulled back a bit. Ryan Cottingin of the Witches Hat stated he isn’t angry, just frustrated because they could not get answers as what this ordinance was modeled after so they could do their homework as well. Councilmember Wedell stated we need to refer this back to our staff and come up with a new revised ordinance based on all the new information that we have. We can then vote on a newly revised food truck ordinance that makes sense for everyone. Councilmember Ryzyi stated he is angry. He reiterated the situation with Chad Lindsay being told he could not sell at the coffee house. He stated he is fighting for the small business owners and if they want to do something on their property, they should be able to without the City being involved. He further stated we have an opportunity to vote on a solution tonight, it doesn’t need to be overthought. Discussion was held regarding the process for adding an actionable item to the agenda. Councilmember Kivell stated this was not done blindly; we did our homework, and knew it was a possibility we would have to make changes. We do represent the business owners, but we represent the residents as well and we have to ensure the safety of everyone, which is why we need to discuss this further and not just let everyone do whatever they want without some kind of safety check. Rob Nelson of 211 W Lake Street stated he operates the Northville Winery and Brewing Company and they have used food trucks for over a year now, and they have no problems at all and they always have their licenses displayed. Attorney Wilhelm stated he is not comfortable just saying anyone can do anything they want on private property. He stated this was modeled on other City’s that have the mobile food vendor ordinances; there was no intent to stop people from doing this. Adam Willard of the Jamaica Grill Food truck stated there are many rules and regulation that food trucks have to deal with, as well as insurance companies that have a lot of requirements. He further stated they are based in Ypsilanti and they are well received. They park on private property and they pay a $50.00 fee. He also stated they have a two million dollar insurance policy. Councilmember Kurtzweil stated she believes we should only have restrictions on public property, not on private property; we need to rebrand our City. Councilmember Kivell stated he will support this except he would like some caveats added to ensure the neighboring properties aren’t affected negatively.

CM 6-4-16 MOTION TO SUSPEND FOOD TRUCK ENFORCEMENT FOR ANY FOOD TRUCK ON PRIVATE PROPERTY ONLY

Motion by Kurtzweil, supported by Ryzyi
Motion to suspend food truck enforcement for food trucks on private property

Councilmember Wedell stated we cannot vote on this tonight because it is on as a discussion item only, not as an actionable item. It would be against the rules if we did this. Councilmember Galeas agreed this needs to be dealt with appropriately. Attorney Wilhelm stated if Council would like to vote on adding this to the agenda as an actionable item they would need to make a motion to do so with a super majority of Council.

CM 6-5-16 MOTION TO ADD FOOD TRUCK ORDINANCE AS AN ACTIONABLE ITEM

Motion by Ryzyi, supported by Kurtzweil
Motion to add food truck ordinance to the agenda as an actionable item

Councilmember Dedakis stated Council has already acted hastily when passing this Ordinance and she doesn’t want to do that again therefore she will be voting no. Attorney Wilhelm stated there are a few options such as suspending the private property options, but he would like the opportunity to look back into the Merchant Transient License we issued in the past. He cannot recommend how to proceed without looking further into this. Discussion was held

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regarding the timeline. Mr. Cottingim stated he would like this to be done right, and doesn’t mind this waiting until the next meeting.

VOTE: MOTION CARRIED 1-OPPOSED

CM 6-6-16 MOTION TO SUSPEND CURRENT FOOD TRUCK ORDINANCE WITH RESPECT TO PRIVATE PROPERTY

Motion by Kurtzweil, supported by Ryzyi
Motion to suspend the current food truck ordinance in regards to private property includes fees

Councilmember Dedakis stated she understands the sense of urgency, but do we necessarily need a food vendor truck instead we could use a special land use. Attorney Wilhelm stated this has been discussed with the planning commission and he doesn’t recommend that. He further stated he would like to look into what we were doing before the ordinance was in place. Councilmember Kramer stated he would like additional information before we suspend this as well. Councilmember Kivell stated he will be voting no also because he feels the Fire Chief still needs to be involved for the site approval for the safety of the community. Chief Collins stated if this ordinance goes away, we will need to investigate with our Attorney is if the solicitor/peddlers permit control the situation which could affect public and private property. Councilmember Wedell stated he would like to support them and appreciates the food vendors speaking so eloquently tonight, but feels this will be a mistake if Council rushes into suspending this without further investigation.

VOTE: ROLL CALL- Kivell- No
Dedakis- No
Ryzyi- Yes
Galeas- No
Wedell- No
Kramer- No
Kurtzweil- Yes

MOTION FAILED

NEW BUSINESS

1. Consider approval of Drury Lane end of school year block party

Chief Collins stated this should have been in the packet as informational only, this doesn’t require Council approval.

2. Consider approval of August 2016 Blues, Brews and Brats

Andrea from the Chamber of Commerce stated she is her requesting approval of Council for the Blues, Brews and Brats event on August 6th, 2016.

CM 6-7-16 MOTION TO APPROVE THE USE OF THE WHIPPLE STREET PARKING LOT FOR THE BLUES, BREWS AND BRATS EVENT AUGUST 6th, 2016

Motion by Kivell, supported by Ryzyi

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Motion to approve the use of the Whipple Street parking lot for the South Lyon Area Chamber of Commerce Blues, Brews & Brats event with set-up beginning 12:00p.m. on August 5, 2016 and clean up completed by 12:00 p.m. on August 8th 2016

VOTE: MOTION CARRIED UNANIMOUSLY

3. Pumpkinstfest- Discussion

Councilmember Kivell stated he contacted a representative of Pumpkinstfest because Derek was not allowed to have a food vendor in the parking lot of his business at the coffee shop last year and Derek was hoping to participate this year. He stated he did not receive an answer except for the letter that was sent to all of Council that he read at the beginning of the meeting. He stated it is outrageous that someone cannot have a vendor on his own private property unless they have the permission of the Pumpkinstfest committee. Pumpkinstfest receives nothing from the food vendors; therefore he doesn’t understand why a local business can’t have their own food vendors on their property.

Councilmember Rzyzi stated he agrees that a private business owner should be allowed to have food vendors on their private property regardless if there is an event happening in the same town. Mayor Galeas stated Chad Lindsay followed the current ordinance and has a vendor license, but he is being told he cannot participate in Pumpkinstfest and that doesn’t seem right. He further stated he believes Pumpkinstfest should include our local businesses if they want to participate. He further stated the Pumpkinstfest is a great event and many people enjoy it. Chief Collins stated the mobile food ordinance does state another mobile food vendor cannot set up within 500 feet from a special event. Councilmember Kurtzweil stated once again, she is for private property rights and they should be able to have whomever they want on their business property. The special event people need to understand they have been given special privilege to use public property and she is against private property owners being told they cannot do business on their property.

4. Consider agreement with South Lyon Area Youth Assistance Program

CM 6-8-16 MOTION TO APPROVE AGREEMENT WITH SOUTH LYON YOUTH ASSISTANCE

Motion by Kurtzweil, supported by Kramer
Motion to approve the agreement with South Lyon Area Youth Assistance Program (SLAYA) and the City of South Lyon in the amount of $13,000 for the 2016-2017 fiscal year

VOTE: MOTION CARRIED UNANIMOUSLY

5. Consider authorization for Police Department to purchase two new vehicles

CM 6-9-16 MOTION TO APPROVE PURCHASE OF TWO POLICE VEHICLES

Motion by Kurtzweil, supported by Wedell
Motion to approve the purchase of two 2017 Ford Police Interceptor Utility AWD vehicles from Signature Ford, under the Macomb County bid, at a cost of $53,837.00

VOTE: MOTION CARRIED UNANIMOUSLY

6. Consider approval of purchase of replacement furnace and A/C unit for Police Department

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CM 6-9-16 MOTION TO APPROVE HEATING AND COOLING UNIT FOR POLICE DEPARTMENT

Motion by Kurtzweil, supported by Kramer
Motion to approve the purchase and installation of the furnace and air conditioning unit as bid by Unlimited Heating and Air LLC for $4,900.00

VOTE: MOTION CARRIED UNANIMOUSLY

7. Consider approval of agreement with Trotters Pointe Homeowners Association to allow Homeowners Association to replace, erect and maintain, at their expense, decorative street and traffic control signs

Councilmember Kurtzweil stated she will refrain from voting on this topic because she assisted on drafting this agreement. Dennis Nagy representing the Trotters Pointe Homeowners Association stated they worked with the Fire Chief, Police Chief as well as Department Head Bob Martin to ensure this is a good contract. Chief Collins stated this agreement does not reflect existing yield signs, but they want to replace them with stop signs. He stated it is important that Trotters Pointe be aware they cannot change signs that were deemed sufficient according to the traffic study. Mr. Nagy stated they will be keeping all the signs as they are. Councilmember Kurtzweil stated they have been working on this since last fall and this is a good researched template that can be used in the future for any subdivisions that want to enhance their subdivision. She wants to commend Trotters Pointe for their investment in South Lyon.

CM 6-10-16 MOTION TO APPROVE AGREEMENT BETWEEN THE CITY OF SOUTH LYON AND THE TROTTERS POINTE SUBDIVISION FOR DECORATIVE STREET AND TRAFFIC CONTROL SIGNS

Motion by Kivell, supported by Dedakis
Motion to approve agreement between the City of South Lyon and the Trotters Pointe Subdivision for decorative street and traffic control signs

VOTE: MOTION CARRIED UNANIMOUSLY

8. Consider authorization for MatCats Beach Wrestling event in McHattie Park

Councilmember Ryzyi stated he has helped with some of the paperwork with the organizers and he doesn’t mind sustaining from the vote. Matt Cepak of 61151 Brookway Drive stated he is the President of the South Lyon MatCats and they are the largest organization in Michigan. This is their first time hosting the beach wrestling. It is a good event to keep the kids active in the summertime. Councilmember Ryzyi stated there is no safety issues because this event will strictly be pushing the opponent out of the ring, there isn’t any ground wrestling involved.

Motion by Kramer, supported by Ryzyi

CM 6-11-16 MOTION TO APPROVE THE BEACH CLASSIC WRESTLING TOURNAMENT TO BE HELD ON THE VOLLEYBALL COURTS IN MCHATTIE PARK SATURDAY JUNE 18, 2016 FROM 8:00 A.M. TO 12:00 P.M.

VOTE: MOTION CARRIED UNANIMOUSLY

9. Consider approval of low bid for the Dorothy Street sanitary sewer relocation project

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Department Head Martin stated this is a huge project that has needed to be done years ago. It has been a problem for 40 plus years. There are 14 homes between Dorothy and McMunn which have consistently had sewer backups. We had 9 bids come in last week and the lowest bid was $244,448.00 which is the same company that did the emergency work for us last winter at Waters Edge. This will be approximately a 4 week job. They will repair the street with new asphalt and new sewer lines with new leads into each home. Councilmember Kurtzweil asked if this is a budgeted item. Department Head Martin stated it is coming from the wastewater and sewer department.

CM 6-12-6 MOTION TO APPROVE LOW BID FOR DOROTHY STREET SEWER RELOCATION

Motion by Kivell, supported by Dedakis
Motion to approve the low bid of $244,448.00 by CI Contracting for the Dorothy Street Sanitary Sewer Relocation

VOTE: MOTION CARRIED UNANIMOUSLY

DISCUSSION: Downtown

Councilmember Ryzyi stated he has mentioned blight in the past and it seems people are hesitant to use that word. The Arctraft building is blight, and as a Council we need to not be afraid to use that word. He further stated we need to get the discussions going with Norm regarding what was discussed at the strategic planning session. Bob Donohue the Economic Development/Downtown Development Authority Director stated it is obvious the Arctraft building and Norms parking lot is a problem. He further stated he has spoken with Tom Lyon and they will be beginning conversations with Norm and with Leon Bonner as well. He further stated he has spoken with the Cultural Arts Commission and agree it would be nice if we could have art displayed in the windows of the vacant buildings. Councilmember Ryzyi stated Norm is good business owner and he thinks he might be interested in some kind of deal to remove the cars at the corner. Mr. Donohue stated the City of South Lyon has done a great job with the new ordinances passed dealing with the dangerous building issues. Mr. Donohue stated there are similar issues in every town. Mayor Galeas stated we need to move forward with the next step with the dangerous buildings ordinance. Councilmember Kurtzweil stated there is another area of blight near the Paul Baker Park. She has been working on this for 7 years as a volunteer. She further stated several years ago the City became very proactive and made the park look very nice. She stated when you are standing in the park; the first concern is the condemned property across from the park. Paul Baker Park is a gateway into town and there are many beautiful homes in the area, but there is the one house that is definitely blight. She is hoping a builder will purchase the property and build a beautiful new home. Mr. Donohue stated he wants to thank Council for putting their faith in him and hopes they can all work together to move the City forward. Councilmember Dedakis stated she appreciates aggressiveness, but she hopes everyone is careful to ensure no one feels threatened because we all appreciate our local business owners.

MANAGERS REPORT: None

COUNCIL COMMENTS:

Councilmember Kurtzweil stated she visited the Chambers new building in Lyon Township and it is very professional and updated and beautiful. She further stated she recently had some work done on her home and the contractor stated Anne in the building department was very helpful and very nice. She stated she would like to thank Trevor and Jeff from the DPW for all the work done in Volunteer Park. Councilmember Kurtzweil stated the Sisters of the Brush artwork is in the lobby at City Hall and there will be an auction on June 25th. She further stated she purchased some artwork from a high school student named Bridget Donohue and it was a beautiful piece of artwork and she is happy she can support the arts, and she encourages everyone to do the same. Councilmember

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Kurtzweil stated she thanks Pumpkinstfest Board of Directors for the good job they do, even though she may disagree with some things, they put on a great event.

Councilmember Kramer stated we need to do something about the crosswalk at 9 Mile at the bike path. The traffic is horrible and people wait a very long time to get across. Department Head Martin stated we will have to work with the Chief of Police regarding that.

Councilmember Wedell stated he is sorry he wasn’t able to attend the last meeting, and the reason he was absent was highly exaggerated. He further stated there was a vote to raise the millage rate at the last meeting and he understands some people vow to never raise taxes, but the City has an obligation to ensure the City has the resources to pay its obligations and for the record he would have voted in favor of raising the mill rate.

Councilmember Ryzyi stated it is wonderful the Library paid off their debt. Councilmember Ryzyi stated the concerts in the park are nice for the City to have, it is a nice family time and he looks forward to the rest of the season. He further stated he wants to congratulate the graduating South Lyon students. Councilmember Ryzyi stated the wrestling tournament is a great event and everyone is welcome and he encourages anyone interested in attending. He stated the South Lyon Area Youth Assistance is sponsoring a stranger danger class on June 28th at the South Lyon Church of Christ.

Councilmember Dedakis stated she went on a tour of South Lyon with Bob Martin and the knowledge of the history of the City is great. She further stated the DPW is the backbone of the City and no one gives them the credit they deserve.

Councilmember Kivell stated he attended an event at the South Lyon Theatre supported by the Michigan Council of Libraries called “An Experience with Washington Post Editor David Moranis” and he offered a book titled Once A Great City, it chronicled the years 1963-1964. He stated his motivation for writing the book was race, sports, music and the automobile industry. It was a nice event and thanks to the Theatre for hosting. Councilmember Kivell stated they have had their first meeting with MST and Josie Kearns regarding the fence line between the bike path and the Michigan Seamless Tube. He further stated eventually the fence line will become an art gallery with a train painted on it to tie into the history of the abandoned railroad. He is very excited about this and after other members of the community find out there may be more people becoming involved.

Mayor Galeas asked Chief Collins if we could do a temporary crosswalk during the Farmers Market. Chief Collins stated the pedestrians have the right of way when they are in the crosswalk, but the problem is people will not walk down to the traffic signal with a marked crosswalk. Mayor Galeas stated it is definitely a problem; people are not always stopping for pedestrians that are already in the crosswalk as well. Chief Collins stated he will discuss this with Department Head Martin.

ADJOURNMENT

CM 6-12-16 MOTION TO ADJOURN

Motion by Kramer, supported by Kurtzweil
Motion to adjourn meeting at 10:35 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor John Galeas
Lisa Deaton Clerk/Treasurer

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AGENDA NOTE

MEETING DATE:       June 27, 2016

PERSON PLACING ITEM ON AGENDA:     Council

AGENDA TOPIC:      Appoint Acting City Manager while City Manager is absent

EXPLANATION OF TOPIC:

The City Manager is out of the office temporarily due to health issues. Pursuant to Section 6.1(d) of the City Charter, Bob Martin, Water Wastewater and Public Works Director, was appointed as the temporary acting City Manager. Director Martin will be out of the office on vacation, and an acting city manager should be designated on a temporary basis.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Charter Section 6.1(d)

POSSIBLE COURSES OF ACTION:

RECOMMENDATION:

SUGGESTED MOTION:
CHAPTER 6
THE ADMINISTRATIVE SERVICE

CITY MANAGER:

Section 6.1:
(a) On or before July 1, 1973, the Mayor and City Council shall appoint a City Manager in accordance with the provisions of this Charter. For the period prior to the effective date of this provision, the Mayor with the approval of the Council, shall designate certain of the appointive City employees or officials to carry out the duties as prescribed for the several offices as outlined in this Charter, excluding the position of City Manager.

(b) In the event that the Mayor and Council determine to appoint a City Manager under the provisions of this Charter, and prior to July 1, 1973, they may do so by a majority vote of the Council elect, thereby establishing the position of City Manager as outlined in this Charter just as if the date of July 1, 1973 had been reached and provisions herein made effective and conclusive.

(c) The City Manager shall be the Chief Administrative officer of the City government. He shall be selected by the Council on the basis of training and ability. He shall serve at the pleasure of, and be subject to removal by, the Council, but he shall not be removed from office during a period of sixty (60) days following any regular City election except by the affirmative vote of four members of the Council. His compensation shall be set by the Council.

(d) The City Manager shall be the Chief Administrative officer of the City government. The Council on the basis of training and ability shall select him. He shall serve at the pleasure of, and be subject to removal by, the Council, but he shall not be removed from office during a period of sixty (60) days following any regular City election except by the affirmative vote of six (6) members of the Council. The Council shall set his compensation.

***Section 6.1 (c) Amended by the electorate at the November 2, 2004 General Election.

(d) The Council shall appoint a City Manager within ninety (90) days after any vacancy exists in such position or they may appoint an Acting Manager during the period of a vacancy in the office, or the City Manager, with the consent and approval of the Council, may designate an administrative officer or employee of the City to act as City Manager if he is temporarily absent from the City or unable to perform the duties of his office.

FUNCTIONS AND DUTIES:

Section 6.2
(a) The City Manager shall be responsible to the Council for the proper administration of the affairs of the City, and to that end, shall make all appointments and removals of those appointed, except he shall receive the approval of a majority of the Council for the appointment of the Clerk, Treasurer, Assessor, and the Finance Officer, if a separate office is ever created by the Council in accordance with Section 6.7 of this Charter. He shall set employees' compensation in accordance with budget appropriations, and supervise and
AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Robert Martin, Interim City Manager

AGENDA TOPIC: Budget Amendments

EXPLANATION OF TOPIC: Based upon current revenue receipts through June 22, 2016 and expenditures through June 23, 2016 the attached budget amendments are proposed for the FY 2015-2016

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Revenue and Expenditure explanation and amended budget spreadsheets

POSSIBLE COURSES OF ACTION: Approve/Reject the proposed amendments

RECOMMENDATION: Approve the amendments as proposed

SUGGESTED MOTION: Motion by ______________________, supported by ______________________

06/27/16
15/16 Amendments

General Fund Revenues

402 Property Tax—Increase of $187,165
446 Penalties & Interest—Decrease of $19,475
661 Parking Violations—Decrease of $1,000
642 Police Miscellaneous—Increase of $49,480
669.209 Contribution-Perpetual Care—Decrease of $20,000 as transfer isn’t necessary
698 Miscellaneous—Increase of $58,700
698 Grant Monies Fire Dept.—Increase of $22,315 from FEMA grant

Overall Increase in revenues is $227,705
Overall increase in expenditures is $34,924
New decrease in fund balance is $637,525. It was a decrease of $830,306 before the amendments

General Fund Expenditures

Cemetery

702 Wages/Salaries—Increase of $10,700 due to higher need of DPW labor
974 Land Improvements—Increase of $4,915 due to new perimeter fencing

Fire

863 Vehicle Maintenance—Increase of $10,600 due to large repairs to Ladder 1
977 Equipment Purchases—Increase of $17,700 due to grant from FEMA for Fire Hose
978 Capital Equipment—Decrease of $71,317 due to vehicle coming in under quote

Parks & Rec

702 Wages/Salaries—Increase of $19,000 due to higher need of DPW labor
715 Fringe Benefits—Increase of $5,000 due to higher wages
801 Professional services—Increase of $5,000 due to Architect fees for Volunteer Park Master Plan

Cable Commission

970 Capital Expenditure—Increase of $3,401 due to purchase of new equipment

Major Street Revenues

676-401 Contribution Capital Improvement—Decrease of $200,000 due to no activity in the Construction line item

Major Street Expenditures

Accountant
212-801 Professional Services—Increase of $580 due to Plante & Moran audit fees
Construction

451-801 Professional Services—Decrease of $199,547 due to no construction activities

Street Routine Maintenance

463-930 Repair & Maint.—Increase of $20,000 due to $17,550 in striping and $3,940 leaf machine/box repairs

Traffic Services

474-924 Traffic Lights—Increase of $1,700 due to increased costs from the Road Commission

Snow Plowing

478-740 Operating—Increase of $6,950 due to high cost of road salt ($33,368.14)
478-940 Equipment Charges—Decrease of $12,500 because the transfer was not budgeted in Equipment Replacement

Snow Removal

479-702 Wages/Salaries—Decrease of $2,053 as there wasn’t of lot of removal from the downtown
479-720 Fringes—Decrease of $879 see above

Transfer Between Funds

485-969-203 Contribution to Local Streets—Decrease of $146,113 because the transfer wasn’t necessary

Storm Sewer

491-740 Operating—Increase of $4,000 due to storm drain repairs

Local Street Revenues

676-401 Contribution Capital Improvement—Decrease of $100,000 due to no activity in the Construction line item

Local Street Expenditures

Accountant

212-801 Professional Services—Increase of $580 due to Plante & Moran audit fees
Construction

451-801 Professional Services—Decrease of $97,436 due to no construction activities
Street Routine Maintenance

463-930 Repair & Maint.—Increase of $5,525 due to $4,400 in leaf machine/box repairs and $1,380 in landfill fees for street debris

Traffic Services

474-702 Wages—Increase of $1,000 due to higher need of DPW labor
474-715 Fringes—Increase of $500 due to higher wages

Storm Sewer

491-740 Operating—Increase of $5,370 due to storm drain repairs

Perpetual Care

969-101 Transfer to General Fund—Decrease of $20,000 as transfer isn’t necessary

Capital Improvement

451-969-202 Contrib. Major Streets—Decrease of $200,000 due to no activity
451-969-203 Contrib. to Local Streets—Decrease of $100,000 due to no activity

Land Acquisition

931 Building Maint.—Increase of $37,023 due to demolition of 390 S. Lafayette
971 Land—Increase of $59,518 due to purchase of 390 S. Lafayette

Water & Sewer

Sewer Repair

801 Professional Service—Increase of $14,000 due to HRC fees for the Dorothy Street Sanitary Sewer repair
930 Repair Maintenance—Increase of $50,600 due to Pontiac Trail sewer main repair

Refuse Collection

818.100 Refuse Collection—Increase of $11,425 due to the ever changing usage
### 101 GENERAL FUND REVENUES

**Amended 06/27/2016**

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**TOTAL REVENUES** | 4,965,173 | 4,801,321 | 4,801,327 | 5,224,617 | 4,807,122 |
**BEGINNING FUND BALANCE** | 3,599,208 | 3,462,775 | 3,462,775 | 3,497,496 | 2,859,971 |
**TOTAL REVENUES AVAILABLE** | 8,564,381 | 8,264,096 | 8,264,102 | 8,722,113 | 7,667,093 |
**TOTAL EXPENDITURES** | 4,991,105 | 5,015,640 | 4,995,325 | 5,862,142 | 5,232,343 |
**ENDING FUND BALANCE** | 3,573,276 | 3,248,456 | 3,268,777 | 2,859,971 | 2,434,750 |

*Note: Significant fund balance reduction from 2014-2015 to 2015-2016 is due to planned expenditures of*
$590,000 cash for a new line truck, $37,789 in software and website expenditures, a reduction of $78,000 in transfers from the Perpetual Care fund due to lower fund balances, and overall increased costs for wages and fringes in admin and DPW for filling empty positions in 2015 and transitioning from full-time to part-time the Community Development director along with other negotiated increases per CBA's.
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**TOTAL**              | **75,877**       | **98,700**      | **98,700**        | **106,740**       | **97,860**         |
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### 101-690 GENERAL FUND OPERATION
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# 209 CEMETERY PERPETUAL CARE

Amended 06/27/2016

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<tbody>
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<tr>
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<td>Penalties &amp; Interest</td>
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**TOTAL REVENUES**

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<tbody>
<tr>
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<table>
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<th>Expenditure</th>
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<tbody>
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<td>Transfer to General Fund</td>
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**TOTAL EXPENDITURES**

<table>
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<tr>
<th>Audit</th>
<th>Adopted</th>
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**BEG. FUND BALANCE**

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<tbody>
<tr>
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<td>624,103</td>
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**TOTAL REVENUES**

<table>
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<th>Audit</th>
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<th>Proposed</th>
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<tbody>
<tr>
<td>22,970</td>
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**TOTAL REVENUES AVAILABLE**

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**TOTAL EXPENDITURES**

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<th>Proposed</th>
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<tbody>
<tr>
<td>53,234</td>
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**ENDING FUND BALANCE**

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<tr>
<td>680,803</td>
<td>603,103</td>
<td>603,103</td>
<td>624,103</td>
<td>625,103</td>
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In reviewing the Perpetual Care Fund, it would appear that we will deplete the fund in 5-6 years. It was always my understanding that this fund was for a much larger term. Council might want to consider appropriating General Fund Revenues instead.
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<td>Current Property Tax- Treatment Plant</td>
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**Notes:**

3% estimated increase in taxable value
# 401 CAPITAL IMPROVEMENT FUND
## EXPENDITURES
Amended 06/27/2016

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### TOTAL EXPENDITURES
820,928 254,676 254,676 - -

**Note:** *The City will only be responsible for 18.15% of construction cost. MDOT will pay Contractor directly.*
### 509 LAND ACQUISITION

**Amended 06/27/2016**

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|                | **BEG. FUND BALANCE** | 173,195          | 179,243             | 179,243             | 190,618              | 101,077              |
| **TOTAL REVENUES** |                        | 11,138           | 16,575              | 16,575              | 12,200               | 12,200               |
| **TOTAL REVENUES AVAILABLE** |                    | 184,333          | 195,818             | 195,818             | 202,818              | 113,277              |
| **TOTAL EXPENDITURES** |                        | 5,090            | 5,200               | 5,200               | 101,741              | 5,200                |
| **ENDING FUND BALANCE** |                      | 179,243          | 190,618             | 190,618             | 101,077              | 108,077              |
## 592 WATER AND SEWER OPERATIONS

**REVENUES**
Amended 06/27/2016

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**BEGINNING FUND BALANCE** | 7,670,123 | 7,432,586 | 7,432,586 | 7,604,268 | 7,267,062 |
**TOTAL REVENUES AVAILABLE** | 10,434,055 | 10,439,814 | 10,439,814 | 10,711,514 | 10,472,244 |
**TOTAL EXPENDITURES** | 3,651,259 | 2,835,546 | 2,835,546 | 3,444,452 | 2,979,778 |
**ENDING FUND BALANCE** | 6,782,796 | 7,604,268 | 7,604,268 | 7,267,062 | 7,492,466 |
### 592 WATER AND SEWER OPERATIONS

**EXPENDITURES**

Amended 06/27/2016

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## 592 WATER AND SEWER OPERATIONS

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- 1,543,267
- 1,308,778

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### SUBTOTAL

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- 124,500
- 210,600
- 145,500

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### SUBTOTAL

- 484,559
- 490,000
- 490,000
- 501,425
- 490,000

### TOTAL

- 3,651,259
- 2,835,546
- 2,835,546
- 3,444,452
- 2,979,778
AGENDA NOTE

MEETING DATE:       June 27, 2016

PERSON PLACING ITEM ON AGENDA:  City Attorney per Council Meeting of June 13, 2016

AGENDA TOPIC:       Resolution to Temporary Suspend Enforcement of Parts of City's Mobile Food Vending Ordinance

EXPLANATION OF TOPIC:  At the June 13, 2016 council meeting, various comments and information were received regarding difficulties with the City's Mobile Food Vending Ordinance, in particular, the application and approval process, specifically including the background check requirement for all individuals who may work in the mobile food vending unit.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:  Proposed Resolution

POSSIBLE COURSES OF ACTION:  Approve / Reject / Table / Postpone

RECOMMENDATION:

SUGGESTED MOTION:  Approve resolution to temporarily suspend enforcement of portions of the City's Mobile Food Vending Ordinance, specifically §§ 22-242 and 22-241(a)(2) pertaining to background checks and investigation of applicants.
RESOLUTION NO. ___-2016

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION TO TEMPORARILY SUSPEND ENFORCEMENT OF PORTIONS OF ORDINANCE NO. 13-16 PERTAINING TO SOUTH LYON CODE OF ORDINANCES, CHAPTER 22 – BUSINESSES, SETTING FORTH REGULATIONS CONCERNING THE LICENSING AND OPERATIONS OF FOOD VENDING UNITS AND MOBILE FOOD VENDORS

WHEREAS, the City adopted a Mobile Food Vending Ordinance, Ordinance No. 13-16, which became effective on April 21, 2016;

WHEREAS, the purpose and intent of Ordinance No. 13-16 is to protect the health, safety and welfare of the City and its residents and to set forth the regulations regarding mobile food licensing and operations;

WHEREAS, the City has received information and input from mobile food vendors and private property owners indicating that they have experienced difficulty with the City’s application and approval process for licensing mobile food vendors and mobile food vendor sponsors;

WHEREAS, the City Council has directed the City Administration and City Attorney to prepare and present proposed amendments to the Ordinance to address various concerns regarding the mobile food vending application and approval process, clarifying the regulations on mobile food vending on private property, as well as other potential improvements to Ordinance 13-16;

WHEREAS, the City Council desires to temporarily suspend enforcement of portions of Ordinance No. 13-16 while Council considers possible amendments to it;

NOW, THEREFORE, BE IT RESOLVED, that to allow the City time to consider amendments to Ordinance 13-16, the following sections thereof are temporarily suspended until October 31, 2016 or until an Ordinance amending the City’s Mobile Food Vending Ordinance, Ordinance 13-16, is adopted and becomes effective, or further Council action, whichever occurs first:

- Section 22-241(a)(2) requiring that an applicant provide the names of all individuals and employees that might work in the mobile food vending unit;
- Sections 22-241(a)(9) through (14) and (17) pertaining to materials a mobile food vendor applicant must submit with an application;
- Section 22-242 pertaining to background checks of the applicant or individuals identified pursuant to Section 22-241(a)(2);
- Section 22-249(h) restricting mobile food vending within 500 feet of a special event;
- Section 22-261(j) requiring an indemnity agreement from a mobile food vending sponsor.

At a regular meeting of the City of South Lyon City Council, a motion was made by Council Member ______________, supported by Council Member ______________, to adopt the above resolution.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ____ day of _____________, 2016.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on ______________, ____ 2016.

Lisa Deaton
City Clerk
South Lyon
AGENDA NOTE

MEETING DATE:       June 27, 2016

PERSON PLACING ITEM ON AGENDA:

AGENDA TOPIC:       Resolution Amending Mobile Food Vending Application and License Fees

EXPLANATION OF TOPIC: Based on comments at the June 13, 2016 council meeting, Council requested an opportunity to review the mobile food vending application and license fees.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Resolution

POSSIBLE COURSES OF ACTION:

RECOMMENDATION:

SUGGESTED MOTION: Motion to approve Resolution Amending Mobile Food Vending Application and License Fees and to set the fees as follows:

A. Mobile Food Vendor License Application Fee - $______
B. Mobile Food Vendor Renewal License Application Fee - $________________
C. Mobile Food Vendor License Fee - $_______ (per six month license)
D. Mobile Food Vendor Sponsor Application Fee - $________________
E. Mobile Food Vending Sponsor Renewal Application Fee - $________________
F. Mobile Food Vending Sponsor License Fee - $________________ (per annual license)
RESOLUTION NO. ___-16

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION AMENDING MOBILE FOOD VENDING APPLICATION AND LICENSE FEES.

WHEREAS, the City of South Lyon has adopted a mobile food vending ordinance which became effective April 21, 2016;

WHEREAS, the City approved a resolution setting mobile food vending application and licensing fees;

WHEREAS, the City desire to amend the mobile food vending application and licensing fees;

NOW, THEREFORE, BE IT RESOLVED, that the City of South Lyon hereby amends, establishes and sets the following application and licensing fees relating to mobile food vending:

a. Mobile Food Vendor License Application fee - $__________

b. Mobile Food Vendor License Renewal Application fee - $__________

c. Mobile Food Vendor License fee - $__________ per six-month license period

d. Mobile Food Vending Sponsor Application fee - $__________

e. Mobile Food Vending Sponsor Renewal Application fee - $__________

f. Mobile Food Vending Sponsor License fee - $__________ per annual license period

At a regular meeting of the City of South Lyon City Council, a motion was made by Council Member ________________, supported by Council Member ____________________, to adopt the above resolution.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ___ day of ____________, 2016.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on ________________, 2016.
Lisa Deaton
City Clerk
South Lyon
RESOLUTION 11-16
CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION TO ESTABLISH AND SET MOBILE FOOD VENDING APPLICATION AND LICENSE FEES

WHEREAS, The City of South Lyon has adopted an ordinance amending the City of South Lyon Code of Ordinances setting forth regulations concerning mobile food vending and the licensing and operations of mobile food vendors and mobile food vending units;

WHEREAS, the City desires to establish and set applicable application and licensing fees relating to mobile food vending;

NOW, THEREFORE, BE IT RESOLVED, that The City of South Lyon hereby establishes and sets the following application and licensing fees relating to mobile food vending:

a. Mobile food vendor license application fee: $25.00
b. Mobile food vendor license renewal application fee: $25.00
c. Mobile food vendor license fee per 6 month period: $240.00
d. Mobile food vending sponsor application fee: $25.00
e. Mobile food vending sponsor renewal application fee: $25.00
f. Mobile food vending sponsor license fee for 6 month period: $50.00

At a regular meeting of the City of South Lyon City Council, a motion was made by Councilmember Wedell, supported by Councilmember Kramer to adopt the above resolution.

Ayes: 7
Nays: 0
Absent: 0

Resolution declared and adopted on this 28th day of March 2016.

CERTIFICATION

I certify that this resolution was duly adopted by the City of South Lyon City Council on March 28th, 2016
AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: City Attorney per Council meeting of June 13, 2016

AGENDA TOPIC: First Reading of Amendment to Mobile Food Vending Ordinance 13-16.

EXPLANATION OF TOPIC: At the June 13, 2016 council meeting, Council received information regarding difficulties and concerns with the City's recently adopted mobile food vending ordinance. Based on various comments and input from residents, staff, council members, business owners and mobile food vendors, City Administration and City Attorney have prepared an ordinance amending the City's Mobile Food Vending Ordinance.

The proposed Amendments are summarized as follows:

Mobile Food Vendors

§ 22-241 - Application

Proposed amendments to this section are intended to streamline the application submittal requirements to eliminate duplication of information provided to and reviewed by the State of Michigan or Oakland County Health Department. Additionally, the amendments eliminate the requirement to provide information regarding other employees and individuals who will work in the food vending unit. The liability insurance requirement remains, but the amount of insurance is reduced to $100,000. The requirement for an indemnity and hold harmless agreement is eliminated.

§ 22-242 - Investigation

This section will be amended to remove the background check investigation of an applicant and other individual employees who will work in the mobile food vending unit.

§ 22-246 - License Display

The City's Mobile Food Vending License must be produced upon request. Other state and Oakland County Health Department License must be displayed as required by law.

§ 22-247 - License Denial

Subsection A clarifies the reasons an application may be denied. By eliminating the background check, the license cannot be denied based on criminal background or other similar information. The reasons for a denial of a license would be limited to issues surrounding the application and submittal of documentation supporting state and county health department licensing, vehicle registration and proof of insurance, or past suspensions or revocations of relevant food service licenses.
§ 22-248 – License Suspension or Revocation

The Amendments to this section are similar in nature to those related to a license denial and are related to other food license services, vehicle registration, insurance.

§ 22-249 – Requirements and Operational Regulations

The most significant amendment to this section is the deletion of the 500' "shadow" (in Subsection H). The hold harmless and liability insurance requirements are eliminated.

Mobile Food Vending Sponsor License

§ 22-261 – Application

The amendments to this subsection includes lowering the general liability insurance requirement and eliminating the indemnity and hold harmless agreement.

§ 22-265 – License Denial

These revisions are similar to those for mobile food vendors and narrow the reasons for which a license application can be denied.

The intent of these amendments is to streamline the ordinance vendor approval process to require only information about the applicant, the unit, proof of state or county health department permits/licenses, proof of vehicle insurance, proof of general liability insurance.

The amendments to the sponsor licensing provisions narrow the ordinance and require the property owners to show the City where the mobile food vending unit will operate, proof of general liability insurance, and to ensure the vendor operations in compliance with the ordinance.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed. Ordinance Amendment

POSSIBLE COURSES OF ACTION: Approve / Reject / Table / Postpone

RECOMMENDATION:

SUGGESTED MOTION: Motion to approve first reading of the ordinance to amend the City of South Lyon's mobile food vending ordinance.
ORDINANCE NO. __-16

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND THE CITY OF SOUTH LYON CODE OF ORDINANCES, CHAPTER 22 - BUSINESSES, TO ADD ARTICLE IX - MOBILE FOOD VENDING, SECTIONS 22-231 THROUGH 22-279, SETTING FORTH REGULATIONS CONCERNING THE LICENSING AND OPERATIONS OF MOBILE FOOD VENDING UNITS AND MOBILE FOOD VENDORS

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment to Chapter 22. Chapter 22- Businesses, is amended to add the following—Article IX - Mobile Food Vending, Sections 22-231 through 22-279, is amended—as follows:

ARTICLE IX. - MOBILE FOOD VENDING.

DIVISION 1 - Generally.

Sec. 22-231. - Intent.

(a) To provide for the regulation of mobile food vendors and mobile food vending operations and activities.

(b) To allow mobile food vendors an opportunity to operate in the City of South Lyon on designated public property and on private property in the B-2 and B-3 districts subject to these regulations.

(c) To offer a variety of food for sale through mobile food vendors for consumption by the public.

(d) To ensure the highest quality offerings of food for sale to the public.

(e) To ensure that mobile food vendors add to the vibrancy, vitality, desirability, and aesthetic appeal of the City.

(f) To balance the interests of existing food establishments and other businesses in the City, residents, and mobile food vendors, and the public desiring additional options for food service in the City of South Lyon.

(g) To ensure mobile food vendors meet all applicable federal, state, county and local laws, ordinances, and health codes.

(h) To protect the public health safety and welfare.
Sec. 22-232. – Definitions.

(a) **Mobile Food Vending** shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a Food Service Establishment under Public Act 92 of 2000, including a mobile food establishment.

(b) **Mobile Food Vending Unit** shall mean any motorized or non-motorized vehicle, trailer, cart, stand, or other device designed to be portable and not permanently attached to the ground from which food is vended, served, or offered for sale.

(c) **Vendor** shall mean any individual engaged in mobile food vending; if more than one individual is operating a single stand, cart or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart or other means of conveyance.

(d) **Operate** shall mean all activities associated with the conduct of business of a mobile food vending unit, including set up and take down and/or actual hours where the mobile food vending unit is open for business.

(e) **City** shall mean the City of South Lyon.

Sec. 22-233. – Permit required.

No person shall engage in mobile food vending without first obtaining a license from the City authorizing mobile food vending and obtaining required licenses or permits required by state or local laws and codes. A private property owner shall not allow mobile food vending on its site without first obtaining a mobile food vending sponsor license from the City Clerk. The City Clerk shall prescribe the forms of such licenses and applications for such licenses.

Sec. 22-234. – Exemptions.

(a) A person exempt from the licensing requirements of this ordinance under state or federal law.

(b) A person engaging in mobile food vending at a farmers market, special event, festival, block party, or other event approved and permitted by the City of South Lyon.

Sec. 22-235 through 22-240 - Reserved.

DIVISION 2 - Mobile Food Vendor License

Sec. 22-241. – Application.

(a) A person desiring to engage in mobile food vending in the City must submit to the City Clerk the required non-refundable application fee along with a written, sworn application, signed by the applicant, if an individual, or if a business entity, by a person with authority on behalf of a business entity, on a form to be furnished by the City Clerk, which shall contain the following information:
(1) The applicant’s full legal name, date of birth, current address, telephone number and email address, and a copy of the individual's driver's license, operator's license or state identification card with photograph, or other photograph identification acceptable to the City.

(2) If the applicant is not an individual person, the applicant shall state the relationship between the individual signing the application and the applicant. The individual applicant must provide a list of all individuals who will be vending on its behalf, including each individual’s full legal name, date of birth, current address, telephone number, and a copy of the individual’s driver's license, operator's license or state identification card with photograph, or other photograph identification acceptable to the City, and relationship to the applicant.

(3) The name under which the mobile food vendor will be doing business.

(4) A description of food and beverages to be offered for sale from the mobile food vending unit.

(5) A description, sketch plan, plan, or end-photograph of the mobile food vending unit, including its height, width and length dimensions.

(6) Locations on private property, the proposed location(s) at which the applicant proposes and intends to engage in mobile food vending.

(7) Proposed hours of operation, by date as applicable.

(8) Copies of state and/or county health department mobile food establishment permit/license, and/or other permits/licenses.

(9) A description of the heating sources and cooking equipment contained in the mobile food vending unit.

(10) A description of the sanitation and hand-washing equipment in the mobile food vending unit.

(11) A description of how and where waste water or grey water utilized or generated in the operation of the mobile food vending unit will be disposed.

(12) A description of how and where waste, garbage, trash, refuse, litter, and debris generated in the operation of the mobile food vending unit will be disposed.

(13) A description of any sources of electricity, water, or other utilities and whether such are self-contained in the mobile food vending unit.

(14) A statement whether external electrical power or other utilities are needed, and if so, a description of such utilities and how they will be provided and written consent from the property owner from whom the utilities will be obtained.

(15)(9) If the mobile food vending unit is a licensed motor vehicle, proof of vehicle registration with the State of Michigan and proof of motor vehicle or other
applicable insurance for the unit in an amount meeting State of Michigan minimum requirements.

(16)(10) Proof of a comprehensive general liability insurance policy written on an occurrence basis having policy limits of no less than $100,000-000,000 per occurrence. A certificate of insurance naming the City as an additional insured shall be filed by the licensee with the approved application. The certificate shall provide that the City will receive 30 days written notice of cancellation or non-renewal.

(17) Signed indemnity and hold harmless agreement.

(18)(11) A statement whether the applicant has ever had a mobile food vendor or similar food vending license or permit denied, revoked or suspended, and if so, the date, the jurisdiction and a statement of the reasons for the action.

(19)(12) A statement as to whether or not the applicant, or any person listed on the application who may be vending on applicant’s behalf, has been convicted of a felony or crime, and if so, the date of the conviction and nature of the offense.

(20)(13) Any other information or documentation requested by the City Clerk.

(b) Any change in the information provided in the application shall be provided to the City Clerk within ten (10) calendar days of any such change.

Sec. 22-242 - Investigation.

Upon receipt of an application for a mobile food vendor license, the City will conduct a review of the applicant and application and other documentation submitted for completeness and compliance with this ordinance, and other applicable laws, regulations and requirements. The City may require an inspection of the mobile food vending unit which may involve an inspection at the location for operations. An investigation of the applicant shall be conducted for the protection of the public good which may include, but is not limited to, a review of the applicant’s background (including other listed individuals), an inspection of the mobile food vending unit and proposed operation locations, a review of the completeness of the application and its compliance with applicable laws, regulations and requirements.

Sec. 22-243. – Fees.

(a) Application Fee. An application for a mobile food vending license shall be accompanied by the required application fee in an amount established by City Council resolution which shall be non-refundable.

(b) License Fee. Each applicant to whom a license is granted shall pay a nonrefundable license fee in an amount established by City Council resolution.

(c) There shall be no proration of fees.
(d) No license fee shall be charged to any honorably discharged veteran of the United States military who is a resident of the State of Michigan and submits official documentation evidencing such to the City Clerk.

Sec. 22-244. – License duration.

Mobile food vendor licenses issued by the City Clerk shall be valid for six (6) calendar months and shall be issued and valid for either the period April 1 to October 31 or November 1 to March 31 unless otherwise revoked or suspended.

Sec. 22-245. – License non-transferable; non-assignable.

Mobile food vendor licenses are not transferable or assignable.

Sec. 22-246. – License display.

A mobile food vendor license issued to a mobile food vendor shall be displayed on the mobile vending unit so licensed and shall be produced upon the request of any law enforcement officer, City code inspector, county health inspector, or authorized individual or entity. Any required health code permits, licenses, or certificates, including health inspection certificates, shall also be displayed on the mobile vending unit as required by law.

Sec. 22-247. – License denial.

(a) Any application may be denied for any of the following reasons:

(1) Incomplete application and/or failure to provide required information or documents.

(2) Failure to pay the required fees.

(3) Fraud, misrepresentation, or false statement contained in the application.

(4) Failure to comply with or a violation of applicable federal, state and local laws, ordinances and health codes.

(5) Failure to comply with or a violation of the provisions of this ordinance in the past 12 months.

(6) Operating a mobile food vending unit or engaging in mobile food vending contrary to or in violation of conditions of the mobile food vendor license.

(7) Operating a mobile food vending unit or engaging in mobile food vending in a manner which creates a public nuisance or constitutes a danger to the public health, safety and welfare.

(8) Having a City mobile food vendor license or other State or County food vending license or permit revoked or suspended within the previous 12 months/year.
(9) Recommendation for denial from City department heads or staff, including Police Chief, Fire Chief, and Building Official or their designees.

(10) Failure to comply with or a violation of applicable fire department and fire code requirements.

(11) Conviction of an offense that may jeopardize the public health, safety and welfare.

(12) Prior conduct or a history of conduct which may be detrimental to the public health, safety and welfare.

(13) Other reasons necessary to protect the public health, safety and welfare consistent with the purposes of this ordinance.

(b) If an application is denied, the City Clerk shall provide the applicant written notice by personal service or by first class mail at the address listed in the application stating the reasons for the denial.

(c) An applicant who is denied a mobile food vending license may appeal to the City Council by filing a written notice of appeal with the City Clerk within 14 days after the date of the written notice of the denial was issued. The City Council shall hear and determine the appeal and its decision shall be final.

Sec. 22-248. - License suspension or revocation.

(a) A license may be suspended or revoked for a period up to one (1) year any of the following reasons:

(1) Fraud, misrepresentation, or false statement contained in the application.

(2) Failure to comply with or a violation of applicable federal, state and local laws, ordinances, regulations, requirements, and health codes.

(3) Failure to comply with or a violation of the provisions of this ordinance.

(4) Operating a mobile food vending unit or engaging in mobile food vending contrary to or in violation of conditions of the mobile food vending license.

(5) Operating a mobile food vending unit or engaging in mobile food vending in a manner which creates a public nuisance or constitutes a danger to the public health, safety and welfare.

(6) Having a mobile food vendor license, State or County food vending license or permit issued, revoked or suspended during the duration of a license issued pursuant to this ordinance within the previous year.

(7) Failure to comply with or a violation of applicable fire department and fire code requirements.
(8) Termination, expiration or lapse in motor vehicle or liability insurance policy.

(9) Expiration, revocation, suspension or lapse in State vehicle registration for a mobile food vending unit.

(7)(10) Termination, expiration, revocation, suspension of a State or County food vending or similar applicable license or permit issued to the mobile food vendor or for the mobile food vending unit.

(6)(11) Conviction of an offense that may jeopardize the public health, safety and welfare.

(9)(12) Prior or history of conduct which may be detrimental to the public health, safety and welfare.

(16)(13) Other reasons necessary to protect the public health, safety and welfare consistent with the purposes of this ordinance.

(b) In determining an appropriate administrative sanction, the City Manager or his or her designee may consider the following factors: nature and timing of prior warnings; date(s) of violation; previous violations; duration of license; complaints; investment in business; circumstances of the violation; punishment imposed for previous violations; cooperation with City officials; and other aggravating or mitigating circumstances directly relating to any violation. If the City Manager or his or her designee determines that a license should be revoked or suspended, the City Manager or his or her designee shall provide the licensee written notice by personal service or by first class mail at the address listed in the application stating the action taken and the reasons for the action.

(c) A licensee whose mobile food vending license is suspended or revoked may appeal to the City Council by filing a written notice of appeal with the City Clerk within 14 days after the date of the written notice of action was issued. The City Council shall hear and determine the appeal and its decision shall be final.

(d) It shall be unlawful for any person to engage in mobile food vending or operate a mobile food vending unit while the mobile food vendor license is suspended or revoked. No license which has been suspended or revoked shall be reinstated until the required reinstatement fee has been paid.

Sec. 22-249. -- Requirements and operational regulations.

Mobile food vendors, mobile food vending units, and mobile food vending shall comply with the following requirements and regulations:

(a) If on public or City-owned or controlled property, the mobile food vendor may only locate and operate on such property as designated in a resolution adopted by City Council for mobile food vending operations.

(b) If located on a public street in designated areas and spaces, vendors shall conform to and comply with all applicable parking regulations.
(c) If located on a public street, food service shall be provided on the non-driving lane side of the mobile food vending unit.

(d) If on private property zoned B-2 Central Business District or B-3 General Business District, the mobile food vendor may only locate the mobile food vending unit and operate at the location on the site designated and approved in the sponsor's license.

(e) If operating on private property zoned B-2 Central Business District or B-3 General Business District, ensure that the private property owner has provided the vendor with written permission to operate on the private property on the applicable date(s) including hours of operation, and ensure that the private property owner has also obtained a mobile food vending sponsor license from the City, and the vendor may operate only at and on the locations designated and approved in the sponsor's license.

(f) A mobile food vending unit and its operations shall not block or impair vehicular or pedestrian travel.

(g) Mobile food vending is prohibited in residential zones, except pursuant to a special event permit or other City approval.

(h) A mobile food vending unit shall not operate within 500 feet of a farmers market, block party, street fair, public festival, or special event approved by the City without the written consent of the event permit holder or sponsor.

(i) Mobile food vending operations shall be permitted during the hours of 7 a.m. and 2 a.m. 11 p.m. unless other hours are designated in a mobile food vendor license, as permitted for mobile food vending operations on a sponsor site consistent with the sponsor's hours of business and applicable licenses, or as otherwise provided for in writing by the City Manager.

(j) No mobile food vending unit may be left unattended for more than two (2) hours, and any mobile food vending unit not in operation shall be removed between the hours of 2 a.m. 11 p.m. and 7 a.m.

(k) No food shall be prepared, sold, or displayed outside of the mobile food vending unit except as permitted pursuant to a County Health Department permit, license or approval.

(l) No outdoor cooking facilities, including grills, not contained in the mobile food vending unit are permitted.

(m) Waste receptacles must be provided and all trash, garbage, refuse, litter, debris and all other waste attributable to the mobile food vending operations must be removed and properly disposed of at the end of the hours of operation each day. Trash and waste from mobile food vending operations may not be disposed of in public and City-owned waste receptacles.

(n) Tables, chairs, benches, umbrellas or other seating or dining equipment or items are prohibited on public property.
(e)(i) On public property, all power sources must be self-contained and no electric or power cables or utilities equipment shall be extended to cross any public street, alley or sidewalk unless approved in the permit.

(e)(m) All materials and supplies related to the mobile food vending operation must be stored in the mobile food vending unit.

(e)(n) A mobile food vendor may have one portable sign that is no more than six square feet in area or a sandwich board sign with two faces that are no more than six square feet in area. The portable sign must be located within five feet of the unit. Under no circumstances shall such sign be placed upon the sidewalk or impede pedestrian and/or vehicle traffic and/or safety.

(f)(o) Flashing, blinking or strobe lights are prohibited. All exterior lights over 60 watts shall contain opaque, hood shields to direct the illumination downward.

(g)(p) Loud music, amplification devices and other audible methods to gain attention which causes a disruption or safety hazard as determined by the City are prohibited. All noises and sounds from and created by the mobile food vending unit must comply with the City noise ordinance. Unreasonable or excessive noise is prohibited.

(g)(q) Mobile food vending units and operations must comply with the City's noise ordinance, sign ordinance, and all other City ordinances.

(f)(r) Mobile food vending units and operations must comply with all applicable federal, state and county laws, regulations and codes, and other State and County licenses and permits issues to the mobile food vendor, the mobile food vending unit, and mobile food vending operations.

(h)(s) A licensed mobile food vendor, shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents and insurers from and against any liability, claims, losses, costs, and expenses and attorneys fees arising from the vendor's use of public or city-owned or city-controlled property and its mobile food vending unit and operations.

(w) A licensed mobile food vendor shall obtain and maintain during the term of the license a comprehensive general liability policy written on an occurrence basis having policy limits of no less than $1,000,000 per occurrence. A certificate of insurance naming the City as an additional insured shall be filed by the licensee with the approved application. The certificate shall provide that the City will receive 30 days written notice of cancellation or non-renewal.

Sec. 22-250. – Impoundment.

Any mobile food vending unit and/or equipment not in compliance with this ordinance or left unattended on public, city-owned or city-controlled property may be ticketed and impounded at the owner's and/or vendor's expense.

Sec. 22-251. – Other permits and licenses.
A license obtained under this ordinance shall not relieve a person of the responsibility for obtaining any other licenses, approvals, or authorizations required by any other ordinance, statute, code or regulation.

Sec. 22-252 through 22-260. Reserved.

DIVISION 3 - Mobile Food Vending Sponsor License.

Sec. 22-261. - Application.

An owner of private property in the B-2 Central Business district or B-3 General Business district desiring to obtain a license to allow a licensed mobile food vendor to operate on its site must submit to the City Clerk the required non-refundable application fee along with a written, sworn application, signed by the owner, if an individual, or if a business entity, by a person with authority on behalf of a business entity, on a form to be furnished by the City Clerk, which shall contain the following information:

(a) The applicant's name, current address and date of birth.

(b) Property address.

(c) Zoning district.

(d) Sketch plan of proposed location for a licensed mobile food vending unit.

(e) Proposed hours of operation, including days and frequency of operations.

(f) A description of how and where waste, garbage, refuse, litter, and other debris from the mobile food vending operation will be disposed of and whether it will be disposed of on the sponsor's site.

(g) A description of how and where grey or waste water from the mobile food vending operation and unit will be disposed of and whether it will be disposed of on the sponsor's site.

(h) A description of any electric, water or sanitary sewer utilities or services that will be provided to the unit by the property owner.

(i) Proof of a comprehensive-general liability insurance policy written on an occurrence basis having policy limits of no less than $100,000;000 per occurrence. A certificate of insurance naming the City as an additional insured shall be filed by the licensee with the approved application. The certificate shall provide that the City will receive 30-days written notice of cancellation or non-renewal.

(j) Signed indemnity and hold-harmless agreement.

(k) Any other information or documentation requested by the City Clerk.
Any change in the information provided in the application shall be provided to the City Clerk within ten (10) calendar days of any such change.

Sec. 22-262. – Fees.

(a) Application Fee. An application for a mobile food vending sponsor license shall be accompanied by the required application fee in an amount established by City Council resolution which shall be non-refundable.

(b) License Fee. Each applicant to whom a license is granted shall pay a nonrefundable license fee in an amount established by City Council resolution.

(c) There shall be no proration of fees.

Sec. 22-263. – License duration.

Mobile food vending sponsor licenses issued by the City Clerk shall be valid for twelve (12) calendar months from April 1 to March 31, unless otherwise revoked or suspended.

Sec. 22-264. – License non-transferable; non-assignable.

Mobile food vending sponsor licenses are not transferable or assignable.

Sec. 22-265. – License denial.

(a) Any application may be denied for any of the following reasons:

(1) Incomplete application and/or failure to provide required information or documents.

(2) Failure to pay the required fees.

(3) Fraud, misrepresentation, or false statement contained in the application.

(4) Failure to comply with or a violation of applicable federal, state and local laws, ordinances and health codes.

(5) Failure to comply with or a violation of the provisions of this ordinance in the past 12 months.

(6) Allowing mobile food vending on the site contrary to or in violation of this ordinance or the conditions of the mobile food vendor license or the mobile food vending sponsor license.

(7) Having a mobile food vending sponsor license revoked or suspended within the past 12 months previous year.
(9) Recommendation for denial from City department heads or staff, including Police Chief, Fire Chief, and Building Official or their designees.

(10)(9) Failure to comply with applicable fire department and fire code requirements.

(11)(9) Failure to meet minimum parking requirements.

(12)(10) Failure to meet applicable zoning requirements.

(13) Conviction of an offense that may jeopardize the public health, safety and welfare.

(14) Prior conduct or history of conduct which may be detrimental to the public health, safety and welfare.

(15)(11) Other reasons necessary to protect the public health, safety and welfare consistent with the purposes of this ordinance.

(b) If an application is denied, the City shall provide the applicant written notice by personal service or by first class mail at the address listed in the application stating the reasons for the denial.

(c) Applicants who are denied mobile food vending sponsor licenses may appeal to the City Council by filing a written notice of appeal with the City Clerk within 14 days after the date of the written notice of denial. The City Council shall hear and determine the appeal and its decision shall be final.

Sec. 22-266. - License suspension or revocation.

(a) Any license may be suspended or revoked for a period up to one (1) year any of the following reasons:

(1) Fraud, misrepresentation, or false statement contained in the application.

(2) Failure to comply with or a violation of applicable federal, state and local laws, ordinances and health codes.

(3) Failure to comply with or a violation of the provisions of this ordinance.

(4) Allowing the operation of a mobile food vending unit on the sponsor's property contrary to or in violation of this ordinance or the conditions of the mobile food vendor license or the sponsor license.

(5) Allowing the operation of a mobile food vending unit on the sponsor's property in a manner which creates a public nuisance or constitutes a danger to the public health, safety and welfare.

(6) Allowing a mobile food vendor or person to engage in mobile food vending or to operate a mobile food vending unit without a license from the City.
Failure to comply with applicable fire department and fire code requirements.

Other reasons necessary to protect the public health, safety and welfare consistent with the purposes of this ordinance.

(b) In determining an appropriate administrative sanction, the City manager or his or her designee may consider the following factors: nature and timing of prior warnings; date(s) of violation; previous violations; duration of license; investment in business; circumstances of the violation; punishment imposed for previous violations; cooperation with City officials; and other aggravating or mitigating circumstances directly relating to any violation. If the City Manager or his or her designee determines that a license should be revoked or suspended, the City Manager or his or her designee shall provide the licensee written notice by personal service or by first class mail at the address listed in the application stating the action taken and stating the reasons for the action.

(c) A sponsor whose mobile food vending sponsor license is suspended or revoked may appeal to the City Council by filing a written notice of appeal with the City Clerk within 14 days after the date of the written notice of action was issued. The City Council shall hear and determine the appeal and its decision shall be final.

(d) It shall be unlawful for a sponsor to allow mobile food vending on its property while the mobile food vending sponsor license is suspended or revoked. No sponsor license which has been suspended or revoked shall be reinstated until the required reinstatement fee has been paid.

Sec. 22-267. — Requirements and operational regulations.

Mobile food vending sponsors shall comply with the following requirements and regulations:

(a) A sponsor must provide a licensed mobile food vendor with written permission to operate on the sponsor's property specifying the dates and hours of operation permitted by the sponsor.

(b) If operating on a sponsor's property within a B-2 or B-3 zoning district, a mobile food vending unit may only locate and operate at the approved location(s) designated in the mobile food vending sponsor license.

(e) Only one mobile food vending unit may operate on a sponsor property at a time unless approved through a special event permit.

(d) A mobile food vending unit shall not be located in or operate in a parking space required to meet the property's minimum parking requirement.

(d) Comply with applicable fire department and fire code requirements.

(e) A mobile food vending unit shall not block or impede vehicular or pedestrian traffic or movement on the sponsor property.
A mobile food vending unit may not operate beyond the business hours of operation on the sponsor property unless approved by the City.

Comply with the City’s noise ordinance, sign ordinance, and all other City ordinances.

Comply with all applicable federal, state and county laws, regulations and codes.

A licensed mobile food vendor, shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents and insurers from and against any liability, claims, losses, costs, and expenses and attorneys fees arising from the vendor’s use of public or city owned or city controlled property and its mobile food vending operations.

A licensed mobile food vendor shall obtain and maintain during the term of the license a comprehensive general liability policy written on an occurrence basis having policy limits of no less than $1,000,000 per occurrence. A certificate of insurance naming the City as an additional insured shall be filed by the licensee with the approved application. The certificate shall provide that the City will receive 30 days written notice of cancellation or non-renewal.

A mobile food vending sponsor shall be responsible for and ensure that a mobile food vendor and/or mobile food vending unit operating on its property complies with all requirements of this ordinance and the vendor’s license while located or operating on sponsor’s property.

Sec. 22-268 through 22-270. Reserved.

DIVISION 4 - Enforcement.

Sec. 22-271. - Municipal civil infractions.

A person who violates any provision of this ordinance is responsible for a municipal civil infraction and upon a determination of responsibility thereto shall be punished as provided for in Section 1-14 of this Code. Each day a violation exists and continues shall constitute a separate offense.

Sec. 22-272 through 22-279. Reserved.

PART IV. Severability. Should any division, section, subsection, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART V. Savings Clause. The amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance.

PART VI. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.
PART VII.  Effective Date; Publication. The provisions of this Ordinance shall become effective fifteen (15) days after its adoption and shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City, stating the date of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this Ordinance and such other facts as the Clerk shall deem pertinent, and that a copy of the Ordinance is available for public use and inspection at the office of the City Clerk.

Made, Passed and Adopted by the South Lyon City Council this ___ day of ____________, 2016.

__________________________________________
John Galeas, Jr., Mayor

__________________________________________
Lisa Deaton, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the ___ day of ____________, 2016.

__________________________________________
Lisa Deaton, City Clerk

Adopted:
Published:
Effective:
AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Councilmember Ryziy

AGENDA TOPIC: Suspension of mobile food vending enforcement with respect to private property only

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Email from Councilmember Ryziy

POSSIBLE COURSES OF ACTION: Support/Do Not Support the suspension of mobile food vending enforcement with respect to private property

SUGGESTED MOTION: Motion by ________________________, supported by ________________________
to support the mobile food vending ordinance Article 9, Section 22-231 through 22-279 be suspended indefinitely as to enforcement with respect to private property only.
Interim City Manager Martin,

In the absence of City Manager Ladner, I am sending you the following request:

Please add to the 6/27/16 City Council agenda the following motion to be voted on as an action item:

I move that the mobile food vending ordinance Article 9, Section 22-231 through 22-279 be suspended indefinitely as to enforcement with respect to private property only.

I would like the above mentioned item added to the agenda and voted upon as an action item. Please attach this email as supporting documentation for my request.

Regards,

Councilman Joe Ryzyl
Good Afternoon Tim,

I have reviewed your email and redline copy of the Mobile Food Vending ordinance. While I concur with many of the changes relative to private property, I still have a number of concerns. I believe background checks should be required for every individual engaged in mobile vending on public property. This would parallel the requirement in the peddler license ordinance for police department certification prior to issuance of a license. If we can’t background check mobile food vendors, how would ice cream trucks differ? I believe we need to perform background checks on people that the city licenses to solicit business on public streets and/or city property, selling to adults and children alike.

I am also concerned about elimination of the 500 foot distance requirement from a “city permitted event” such as Blues, Brews & Brats, and Pumpkinstock. Vendors not associated with permitted events should not be allowed to benefit from an event without bearing some cost. The executive director of the Chamber of Commerce spoke to this issue at the last City Council meeting. She stated that she would not want food trucks operating on Whipple St. adjacent to Blues, Brews & Brats because they would detract from Chamber of Commerce income from food and beverage sales. I believe the “500 foot rule” should definitely be maintained with respect to public property/streets, and eliminating it for private property should be carefully considered. In the case of Pumpkinstock, the event organizers would lose revenue that is charged on a “per booth” basis if the “500 foot rule” was eliminated.

Section 22-249, (p), is confusing in the redline copy. The first sentence appears to need additional language.
AGENDA NOTE

MEETING DATE:  June 27, 2016

PERSON PLACING ITEM ON AGENDA:  City Attorney / City Manager

AGENDA TOPIC:  Consider Approval of ASTI Environmental's Proposal for Services related to Restrictive Covenant Evaluation for 128 S. Lafayette

EXPLANATION OF TOPIC:  On behalf of BP Amoco, ARCADIS, has again requested that the City review and approve the proposed Restrictive Covenant for the property located at 128 S. Lafayette St., South Lyon, which would allow ARCADIS to submit its draft Closure Report to DEQ.

Due to the technical environmental issues involved, including the property's location within the City's Wellhead Protection Plan, several environmental consultants were contacted regarding this matter.

The ASTI proposal includes a scope of services and estimates initial fees for the scope of work to be at $2,000.00. Please note that work outside of the scope of services would be performed at standard fees on a timing material basis for actual time incurred.

As indicated in the Proposal, the Proposal is subject to the terms and conditions in Attachment A. ASTI has agreed to remove the limitation of liability paragraphs from the terms and conditions.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:  ASTI Proposal
Prepared Restrictive Covenant
Warranty Deed to City

POSSIBLE COURSES OF ACTION:  Approve/Deny/Reject/Postpone

RECOMMENDATION:  Approve and authorize the City Manager to sign the ASTI Proposal

SUGGESTED MOTION:  Motion to Approve the ASTI Proposal for Environmental Consulting Services related to restrictive covenant review for 128 S. Lafayette St, South Lyon, Michigan, with the limitation of liability provision in the Attachment A Terms and Conditions removed and authorize the City Manager to sign the Proposal.
June 2, 2016

City of South Lyon
c/o Mr. Tim Wilhelm
Johnson Rosati Schultz Joppich PC
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

RE: Restrictive Covenant Review for 128 South Lafayette Street, South Lyon, Michigan (ASTI Proposal No. RCA060216-1)

Dear Mr. Wilhelm:

Thank you for your interest in the environmental services offered by ASTI Environmental (ASTI) in regards to the above-referenced property, which was formerly operated as a gas station by BP Products North America, Inc. (BP). The City of South Lyon (City) is in need of assistance in their evaluation of the proposed Restrictive Covenant (RC) for BP, prepared by their consultant (Acardis) which requires the City to sign and file with the Oakland County Register of Deeds. It is ASTI's understanding the parcel is currently being used as a parking lot, and no immediate changes in the use of the property are planned for by the City.

Scope of Services
Based on the above background, ASTI has developed the following scope of work to assist the City of South Lyon.

- ASTI will review the draft RC and related documents (LUST Closure Report, Well Head Protection Program documentation, etc.);
- ASTI will provide a professional opinion on the draft RC and identify any potential issues related to the filing, including but not limited to ongoing maintenance issues, potential development implications, etc.; and
- ASTI will review and identify issues related to presence of the site in a well head protection area.
Report
At the completion of the assessment, one electronic copy of ASTI's evaluation will be provided. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials.

The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Schedule
The final report will be provided three weeks after project award, assuming that the materials requested below are available.

Required Materials
In order to initiate the project, we require authorization in the spaces provided at the end of this proposal. We will schedule this project upon receipt of a signed copy of this proposal or a purchase order referencing this proposal.

Fee
Our fee for conducting the services discussed in this proposal is provided below. This fee is based on the terms, conditions and assumptions described in this proposal, and any change to those terms, conditions or assumptions may result in additional costs. The fee is an estimate and will be invoiced on a time and materials basis for actual work performed. ASTI's fee estimate includes attendance at one meeting. Any telephone calls will be invoiced on a time and materials basis for actual time incurred. The described services and any additional work outside the above scope of services will be performed at our standard fees; however, any additional work will not be performed without your prior authorization. This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement.

<table>
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<tr>
<th>Service</th>
<th>Estimated Fee</th>
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<td>Restrictive Covenant Evaluation</td>
<td>$2,000</td>
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Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at 800.395.ASTI. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL

[Signature]

Robert C. Anderson, PG, EP
Director – Site Redevelopment Services

Client Authorization
ASTI Proposal No. RCA060216-1

Page 2 of 5
Print Name
Print Title
Date

For: City of South Lyon

- C Corporation
- S Corporation
- LDHA
- Other:

Federal ID Number
Phone Number
Email
Attachment A  
Terms and Conditions

ASTI Environmental (CONSULTANT) shall perform for the City of South Lyon (CLIENT) the services described in the proposal titled Restrictive Covenant Review for 128 South Lafayette Street, South Lyon, and dated June 2, 2016 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI Proposal No. RCA060216-1). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL.

The services will be performed on behalf of and solely for CLIENT’s exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. Except as set forth herein, CONSULTANT makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by CONSULTANT to CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full, and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT’s performance of its services or could pose potential hazardous conditions or risk to the health or safety of CONSULTANT’s employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated the PROPOSAL billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.
Unless otherwise stated in the PROPOSAL, notice of cancellation of these services must be provided to CONSULTANT within 5 business days, and upon cancellation CLIENT will be charged 10 percent of PROPOSAL amount or at our standard fees for actual time, reimbursables and expenses incurred, whichever is greater. The PROPOSAL will remain in effect for a period of 30 days.

SITE ACTIVITIES
CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricing will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS
CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY
Except for circumstances caused by the willful misconduct of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed $1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

CLIENT shall indemnify CONSULTANT from and against claims associated with or arising out of hazardous substances or other environmental conditions at the subject property, except to the extent of any release of a hazardous substance caused by CONSULTANT at the subject property.

COMPLIANCE WITH LAWS
CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.
DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED RESIDENTIAL CORRECTIVE ACTION

MDEQ Reference No. RC-RRD-213-

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Oakland County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Property located at 128 South Lafayette Street, County of Oakland, City of South Lyon, State of Michigan and legally described in the attached Exhibit 2 (Legal Description of the Property) that are inconsistent with the environmental conditions at the Property. Exhibit 3 (Survey of the Property and Land or Resource Use Restrictions) provides a survey of the Property that is subject to the land and/or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with Former Amoco Service Station No. 8235, FID #00005730 and formerly addressed 138 Lafayette Street, for which a Closure Report (CR) was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 et seq. Corrective actions that were implemented to address environmental contamination are fully described in the CR, and submitted to the Michigan Department of Environmental Quality (MDEQ) by the owner or operator as defined by Section 21303(a) or (b) of the NREPA. A copy of the CR is available from the MDEQ Remediation and Redevelopment Division (RRD) District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. The MDEQ recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 of NREPA requires the recording of this Restrictive Covenant with the Oakland County Register of Deeds based upon the corrective action activities for the site to: (1) restrict unacceptable exposures to regulated substances located on the Property; (2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a (2) of the NREPA; and (3) assure the exposure control measures relied upon in the CR are effective.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by BP Products North America, Inc. (BP).
Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the CR; future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 21304(a)(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the CR; or use of the Property in a manner inconsistent with the restrictions described below may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the CR may not have been reviewed by the MDEQ.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then-current title holder of all or any portion of the Property.

"Property" means the real property as described in Exhibit 2 (Legal Description of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA, shall have the same meaning in this document as in Part 3 and Part 213 of the NREPA, as of the date this Restrictive Covenant is filed.

Summary of Corrective Actions

Hazardous substances including benzene, toluene, ethylbenzene, xylenes, methyl-tert-butyl ether, naphthalene, 2-methylnaphthalene, and trimethylbenzenes were released from an underground storage tank resulting in contamination of the Property. Soil and groundwater contamination remains present at levels that do not allow unrestricted use of the Property. Public health will be protected by preventing the use of groundwater for ingestion.

Residual Light Nonaqueous-Phase Liquids (LNAPL), including gasoline, were properly characterized using a Conceptual Site Model in accordance with American Society for Testing and Materials (ASTM E) designation E 2531-06 E1, and will remain in place. The LNAPL exists below the ground surface at a depth of approximately 10 to 18 feet. The location of the LNAPL in the attached Exhibit 3 (Survey of the Property and Limits of Land or Resource Use Restrictions) describes and provides the location of the institutional control and the horizontal extent of the LNAPL is described in Exhibit 4. The restrictions provided for in this restrictive covenant serve to prevent unacceptable exposure to hazardous substances as a result of the conditions created by the presence of the LNAPL soil and/or groundwater contaminant concentrations that exceed the unrestricted residential criteria under Section 21304(a)(2) of NREPA.
NOW THEREFORE,

1. Declaration of Land and Resource Use Restrictions

BP, with the express written permission of the Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities on the Property that may result in exposures above levels established in the CR. These prohibited activities include:

- The construction and use of wells or other devices on the Property, identified on Exhibit 3 (Survey of Property and Limits of Land or Resource Use Restrictions) as Restricted Area A, used to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
  - Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted, provided the construction of these wells or devices complies with all applicable local, state and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
  - Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations including, but not limited to, Part 213 of the NREPA.

- On the portion of the Property identified on Exhibit 3 (Survey of Property and Limits of Land or Resource Use Restrictions) as Restriction Area B, construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria, or unless prior to construction of any structure an evaluation of the potential for regulated substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and compliance with Section 21304c of the NREPA.

b. Prohibited Activities to Ensure Effectiveness and Integrity of the Corrective Action. The Owner shall prohibit activities on the Property that may interfere with any element of the CR, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the CR.

2. Contaminated Soil Management. The Owner shall manage all soils, media, and/or debris located on the Property in accordance with the applicable requirements of Section 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq.; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

3. Access. The Owner grants to the MDEQ and BP, and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring
compliance with the CR, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the CR. The right of access provided to BP above is not required under Part 213 for the corrective action to be considered approved. This provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, The MDEQ will not enforce the Owner’s obligation to provide access to BP.

4. **Conveyance of Property Interest.** A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the CR and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

5. **Audits Pursuant to Section 21315 of the NREPA.** This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in the finding by the MDEQ that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

6. **Term of Restrictive Covenant.** This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the MDEQ or its successor determines that regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment; and may only be modified or rescinded with the written approval of the MDEQ. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. **Enforcement of Restrictive Covenant.** The State of Michigan, through the MDEQ, and BP may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

8. **Severability.** If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

9. **Authority to Execute Restrictive Covenant.** The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and certifies that he or she is duly authorized to execute and record this Restrictive Covenant.
IN WITNESS WHEREOF, BP Products North America, Inc. has caused this Restrictive Covenant, RC-RRD-213-______, to be executed on this ________.

______________________________
By: ____________________________

Name: Randal Coil

Title: Contracts Manager

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me in Harris County, Texas on ______________, by Randal Coil, Contracts Manager, on behalf of its affiliate, BP Products North America, Inc., a Maryland Corporation.

Notary Public Signature

Notary Public, State of ____________________  County of ____________________
My commission expires: ____________________
Acting in the County of ____________________

Prepared by:
Gustan Taylor, ARCADIS US, Inc. – 28550 Cabot Dr., Suite 500, Novi, MI 48377

When recorded return to:
ARCADIS US, Inc. Attn: Gustan Taylor – 28550 Cabot Dr., Suite 500, Novi, MI 48377
EXHIBIT 1

CONSENT OF OWNER

The City of South Lyon, the current and legal Owner of the Property, do hereby consent to the recording of this Restrictive Covenant, RC-RRD-213-______, and authorize BP Products North America, Inc. to file this Restrictive Covenant with the Oakland County Register of Deeds for recording:

The City of South Lyon

Signature: ____________________________

Name: ______________________________

Title: _______________________________

STATE OF _________
COUNTY OF _________

Acknowledged before me in _________ County, _________ on _________ by

____________________________________
(County) (State) (Date)

____________________________________
(Name) (Title)

represents the City of South Lyon,

Owner of 128 South Lafayette Street, South Lyon, Michigan.

____________________________________
Notary Public Signature

Notary Public, State of __________________________
County of __________________________
My commission expires: __________________________
Acting in the County of ________________________
EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY

128 South Lafayette Street, South Lyon, Michigan 48178

PIN #: 80-21-30-228-016

PARCEL I:
A part of Block 1 of Calkins’ Addition to the Village of South Lyon, according to the plat thereof recorded in Liber 3 of Plats, Page 48, Oakland County Records, described as: Commencing at the Southeast corner of said Block 1 at the intersection of Lafayette and Liberty Streets; thence running North along the East line of said block 69 feet; thence West parallel with the South line of said block 60 feet; thence South parallel with the Easterly line of said block 69 feet to the South line of said block; thence East along the South line of said block 60 feet to the place of beginning now known as Lot 30 of Assessor’s Plat No. 1 of part of the Southwest ¼ of Section 20 and the Northwest ¼ of Section 29 and the Northeast ¼ of Section 30, Township 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, according to the plat thereof recorded in Liber 52 of Plats, Page 38, Oakland County Records.

PARCEL II:
Lot 27, Assessor’s Plat No. 1, parts of Southwest ¼ of Section 20, Northwest ¼ of Section 29 and Northeast ¼ of Section 30, Township 1 North, Range 7 East, City of South Lyon, Oakland County, according to the plat thereof recorded in Liber 52 of Plats, Page 38, Oakland County Records. Also Lot 1, Block 1, Sylvester Calkins’ Addition to South Lyon, Oakland County, according to the plat thereof, recorded in Liber 3 of Plats, Page 48, Oakland County Records.

PARCEL III:
Lot 28, Assessor’s Plat No. 1, parts of Southwest ¼ of Section 20, Northwest ¼ of Section 29 and Northeast ¼ of Section 30, Township 1 North, Range 7 East, City of South Lyon, according to the plat thereof recorded in Liber 52 of Plats, Page 38, Oakland County Records.
EXHIBIT 3

SURVEY OF THE PROPERTY AND LIMITS OF LAND OR RESOURCE USE RESTRICTIONS

[a survey of the property will be completed prior to finalizing this RC; a figure is included for reference of the restricted areas]
BOUNDARY SURVEY
FORMER AMOCO SERVICE STATION No. 3233
128 S LAFAYETTE STREET
OAKLAND COUNTY, SOUTH LYON, MICHIGAN

PARCEL DESCRIPTION
(21-30-228-016 - PER OAKLAND COUNTY TAX ROLLS):

A parcel of land situated in the NE ¼ of Section 30, Town 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, described as follows:

Lot 26, except the South 69 feet, also all of Lots 27, 28 and 30 of "Assessor's Plat No. 1", according to the plat thereof as recorded in Liber 52, Page 38 of Plat, Oakland County Records. Also Lot 6, Block 1 of "Calkins Addition", according to the plat thereof as recorded in Liber 3, Page 48 of Plat, Oakland County Records. Subject to all easements and restrictions of record, if any.

ON-SITE RESIDENTIAL GROUNDWATER RESTRICTION ONLY (AREA "A")

A parcel of land situated in the NE ¼ of Section 30, Town 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, described as follows:

Commencing at the NE corner of Lot 6, Block 1 of "Calkins Addition", according to the plat thereof as recorded in Liber 3, Page 48 of Plat, Oakland County Records; thence S 86°19'28" W 10.50 feet to the Point of Beginning; thence continuing S 86°19'28" W 89.50 feet; thence S 03°56'22" E 25.00 feet; thence S 86°19'28" W 65.00 feet; thence S 03°56'22" E 46.50 feet; thence N 86°19'28" E 105.00 feet; thence S 03°56'22" E 24.00 feet; thence N 86°19'28" E 49.50 feet; thence N 03°56'22" W 95.50 feet to the Point of Beginning.

Contains 10,610 square feet or 0.24 acres of land. Subject to all easements and restrictions of record, if any.

ON-SITE NON-RESIDENTIAL FUTURE VI NAPL GROUNDWATER RESTRICTION (AREA "B")

A parcel of land situated in the NE ¼ of Section 30, Town 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, described as follows:

Commencing at the SE corner of Lot 30 of "Assessor's Plat No. 1", according to the plat thereof as recorded in Liber 52, Page 38 of Plat, Oakland County Records; thence S 86°19'28" W 10.50 feet to the Point of Beginning; thence N 03°56'22" W 45.00 feet; thence S 86°19'28" W 49.50 feet; thence S 03°56'22" E 45.00 feet; thence N 86°19'28" E 49.50 feet to the Point of Beginning.

Contains 2,228 square feet or 0.05 acres of land. Subject to all easements and restrictions of record, if any.
EXHIBIT 4

EXTENT OF LNAPL
WARRANTY DEED

This Indenture Witnesseth: That the Grantor, AMOCO OIL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, party of the first part, for and in consideration of the sum of to it in hand paid, does REMISE, RELEASE, ALIEN AND CONVEY, FOREVER to:

City of South Lyon
214 W. Lake Street
South Lyon, MI 48178

party of the second part, the following described real estate, situate in the City of South Lyon, County of Oakland, and the State of Michigan, more particularly described as follows, to wit:

See Exhibit A attached hereto and made a part hereof

Property Address: 138 Lafayette & Liberty, South Lyon, MI
Tax Roll Number: 21-30-228-016

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, his heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, his heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND,

Subject To:

(1) Existing leases, easements, sidetrack and license agreements, if any, whether of record or not.

(2) Covenants and conditions of record, if any.

(3) Taxes and special assessments against the Property, if any.

(4) Zoning laws and municipal regulations, if any; environmental laws and regulations, if any; building line restrictions, use restrictions and building restrictions of record, if any, and any party wall agreements of record.

(5) Encroachments, overlaps and other matters which would be disclosed by an accurate current survey.

The following covenants and agreements of the Grantees:

The Grantees herein and hereby covenant and agree for themselves, and their heirs, executors and assigns, that no part of the real estate herein conveyed shall be used by said Grantees, their heirs, executors, grantees or assigns, for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, diesel fuel, kerosene, benzol, naphtha greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form.

The foregoing restriction shall terminate and be of no further force and effect upon the expiration of a period of 10 years from the date hereof.

The foregoing covenants shall run with the land and be binding on said Grantees, their heirs, executors, grantees, and assigns and insure to the benefit of the Grantor herein, its successors and assigns.

In Witness Whereof, the said Grantor has caused this instrument to be signed by its Manager, Real Estate Administration and its corporate seal to be hereto affixed and attested by its Assistant Secretary, all this ______ day of ____________, 1995.

In the Presence of:

[Signatures]

AMOCO OIL COMPANY

[Signatures]

T. J. Ciechanowski, Manager
Real Estate Administration

ATTEST:

[Signatures]

R. A. Wilkens
Assistant Secretary

STATE OF ILLINOIS)

COUNTY OF COOK

I, the undersigned, a Notary Public, in said State and County, do hereby certify T. J. Ciechanowski, Manager, Real Estate Administration and R. A. Wilkens, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Manager, Real Estate Administration and Assistant Secretary of AMOCO OIL COMPANY, a Maryland corporation, appeared before me this day in person and acknowledged that they signed, sealed with the corporate seal of said corporation, and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the said Instrument by the Board of Directors of said corporation.

Given under my hand and seal, this 20th day of March, 1995.

Notary Public

[Seal]
Return Recorded Deed to:

Mail Tax Bills To:

This instrument prepared by:

A. L. Jackson
Real Estate Attorney
Amoco Oil Company
200 East Randolph Drive
Chicago, Illinois 60601
EXHIBIT A

Land in the City of South Lyon, County of Oakland, State of Michigan, described as:

PARCEL I:

A part of Block 1 of Calkins' Addition to the Village of South Lyon, according to the plat thereof recorded in Liber 3 of Plats, Page 48, Oakland County Records, described as: Commencing at the Southeast corner of said Block 1 at the intersection of Lafayette and Liberty Streets; thence running North along the East line of said block 69 feet; thence west parallel with the South line of said block 60 feet; thence South parallel with the Easterly line of said block 69 feet to the South line of said block; thence East along the South line of said block 60 feet to the place of beginning now known as Lot 30 of Assessor's Plat No. 1 of part of the Southwest 1/4 of Section 20 and the Northwest 1/4 of Section 29 and the Northeast 1/4 of Section 30, Township 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, according to the plat thereof recorded in Liber 52 of Plats, Page 38, Oakland County Records.

PARCEL II:

Lot 27, Assessor's Plat No. 1, parts of Southwest 1/4 of Section 20, Northeast 1/4 of Section 29 and Northeast 1/4 of Section 30, Township 1 North, Range 7 East, City of South Lyon, Oakland County, according to the plat thereof recorded in Liber 52 of Plats, Page 38, Oakland County Records. Also Lot 6, Block 1, Sylvester Calkins' Addition to South Lyon, Oakland County, according to the plat thereof, recorded in Liber 3 of Plats, Page 48, Oakland County Records.

PARCEL III:

Lot 28, Assessor's Plat No. 1, parts of Southwest 1/4 of Section 20, Northeast 1/4 of Section 29 and Northeast 1/4 of Section 30, Township 1 North, Range 7 East, City of South Lyon, according to the plat thereof recorded in Liber 52 of Plats, Page 38, Oakland County Records.
AGENDA NOTE

MEETING DATE:       June 27, 2016

PERSON PLACING ITEM ON AGENDA:      City Attorney

AGENDA TOPIC:

1. Resolution Annexing Certain Property located in the Charter Township of Lyon to the City of South Lyon, Tax I.D. 21-30-126-001 – LV Holding, LLC

2. Consider approval of negotiated annexation agreement

EXPLANATION OF TOPIC:

LV Holding, LLC is the record owner of 4.45 acres of property located at 825 W. Lake Street, South Lyon, which is generally located at the southeast corner of Ten Mile and Dixboro Roads. LV Holding has requested that Lyon Township detach the property and that the City annex it.

The property is adjacent to the City's corporate limits and qualifies to be annexed to the City if both the Township and City approve resolutions for annexation by mutual consent.

In addition, the Township and LV Holding, LLC have approved and signed a negotiated annexation agreement which outlines the basic background facts regarding the owners request to detach and annex to the City and the Owners' agreement to pay $10,000 to the Township to compensate the Township for approximately ten years of projected property tax revenues had the property stayed in the Township. The agreement indicates that this annexation will not constitute a precedent for future annexations. The agreement also contains provisions regarding the effective date of the agreement and other boilerplate provisions.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:
- Resolution annexing certain property located in Charter Township of Lyon to the City of South Lyon.
- Negotiated Annexation Agreement.
- Warranty deed for property

POSSIBLE COURSES OF ACTION:      Approve / Reject / Table / Postpone

RECOMMENDATION:

1. Approve Resolution annexing property.

2. Approve Negotiated Annexation Agreement and authorize Mayor and Clerk to sign.

SUGGESTED MOTION:

1. Motion to Approve Resolution Annexing Certain Property located in Charter Township of Lyon to the City of South Lyon.

2. Motion to Approve the Negotiated Annexation Agreement and authorize the Mayor and Clerk to sign.
RESOLUTION NO. __-2016

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION ANNEXING CERTAIN PROPERTY LOCATED IN THE
CHARTER TOWNSHIP OF LYON TO THE CITY OF SOUTH LYON — TAX I.D.
21-30-126-001 — LV HOLDING, LLC

WHEREAS, LV Holding, LLC is the record owner of the approximately 4.45-acre property located at 825 West Lake Street, South Lyon, Michigan, 48178 ("Property") which is generally located at the southeast corner of Ten Mile and Dixboro Roads, and is more fully described as follows:

A parcel of land located in Fractional Sections 19 and 30, Town 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, described as: Beginning at the intersection of the line between Oakland and Livingston Counties with the center line of Ten Mile Road and running thence along the center line of Ten Mile Road an arc distance of 418.03 feet along a curve concave to the South, radius 1535.89 feet, whose chord bears North 80 degrees 01 minutes East, and is 416.75 feet long; thence South 0 degrees 24 minutes 0 seconds East 532.45 feet; thence North 89 degrees 13 minutes 47 seconds West 198.47 feet to the Southeast corner of a 70 foot by 223 foot Lot previously sold to Felix Turner and Cleo Turner, his wife; thence North 0 degrees 55 minutes East, along the East line of said lot 70.00 feet to its Northeast corner; thence North 89 degrees 13 minutes 47 seconds West along the North line of said Lot 223.00 feet to its Northwest corner situated on the line between Oakland and Livingston Counties; thence North 0 degrees 55 minutes East along said county line to the point of beginning.

Tax ID: 21-30-126-001

WHEREAS, the Property is adjacent to the corporate limits of the City of South Lyon;

WHEREAS, LV Holding, LLC has petitioned the Charter Township of Lyon ("Township") and the City of South Lyon ("City") to detach the Property from the Township and annex it to the City;

WHEREAS, the Township and City have reached an agreement to detach the Property from the Township and annex the Property to the City in accordance with state law and a Negotiated Annexation Agreement attached hereto as Exhibit A which includes LV Holding, LLC’s agreement pay to the Township an amount equivalent to the projected property tax revenues the Township would have received over a ten-year period had the Property remained within the Township;
WHEREAS, provisions of the Charter Township Act, Public Act 359 of 1947, and Section 9(8) of the Michigan Home Rules City Act, Public Act 279 of 1909, authorizes the detachment of the Property from the Township and annexation by the City by mutual resolutions approved by affirmative majority votes of the Township Board and City Council, after a petition, signed by the property owner, has been submitted to the Township and City;

WHEREAS, on June 6, 2016, the Township Board approved a resolution approving the detachment of the Property from the Township and annexation by the City and it approved the Negotiated Annexation Agreement;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of South Lyon resolves and hereby approves the annexation of the Property legally described above to the City of South Lyon.

BE IT FURTHER RESOLVED, that the City Clerk shall forward a copy of this Resolution and the Resolution approved by the Charter Township of Lyon Board of Trustees to the Office of the Great Seal of the Michigan Secretary of State, and take any other action necessary to accomplish the annexation set forth herein.

At a regular meeting of the City of South Lyon City Council, a motion was made by Council Member ________________, supported by Council Member ________________, to adopt the above resolution.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ___ day of _____________, 2016.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on ________________, ___, 2016.

Lisa Deaton
City Clerk
South Lyon
RESOLUTION 2016 - 15
CHARTER TOWNSHIP OF LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING DETACHMENT

At a regular meeting of the Charter Township of Lyon Board of Trustees, Oakland County, Michigan (the "Board") held on the 6th day of June 2016 at 7:00 p.m., with the following members in attendance:

PRESENT:  Treasurer Carcone, Clerk Cash, Supervisor Young, Trustee Adams,

Trustee Dolan, Trustee Hicks, Trustee O'Neil

ABSENT: None

The following preamble and Resolution was offered by Trustee Hicks and seconded by Trustee O'Neil.

WHEREAS, The Charter Township Act, Public Act 359 of 1947, and other statutes of the State of Michigan allow a township to detach property from its boundaries and a city to annex said property by mutual consent.

WHEREAS, LV Holdings, LLC, a Michigan limited liability company ("Property Owner"), is seeking to have the City of South Lyon ("City") annex certain property ("Property") currently located in the Charter Township of Lyon ("Township"), containing approximately 4.45 acres and which is more accurately described as follows:

A parcel of land located in Fractional Sections 18 and 30, Town 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, described as: Beginning at the intersection of the line between Oakland and Livingston Counties with the center line of Ten Mile Road and running thence along the center line of Ten Mile Road an arc distance of 418.03 feet along a curve concave to the South, radius 1535.89 feet, whose chord bears North 80 degrees 01 minutes East, and is 416.75 feet long; thence South 0 degrees 24 minutes 0 seconds East 532.45 feet; thence North 89 degrees 13 minutes 47 seconds West 198.47 feet to the Southeast corner of a 70 foot by 223 foot Lot previously sold to Felix Turner and Cleo Turner, his wife; thence North 0 degrees 55 minutes East, along the East line of said lot 70.00 feet to its Northeast corner; thence North 89 degrees 13 minutes 47 seconds West along the North line of said Lot 223.00 feet to its Northwest corner situated on the line between Oakland and Livingston Counties; thence North 0 degrees 55 minutes East along said county line to the point of beginning.
WHEREAS, Property Owner holds legal title to the Property which is located at the southeast corner of Ten Mile (Lake Street) and Dixboro Roads.

WHEREAS, access to municipal water service and sanitary sewer service are not currently available to the Property, but may be provided by the City.

WHEREAS, the Township and City have reached an understanding to annex the Property in accordance with a certain Negotiated Annexation Agreement as attached hereto as Exhibit A.

WHEREAS, in conjunction with the proposed annexation, the Property Owner has agreed to compensate the Township for ten years of projected property tax revenues the Township would have received had the Property remained within the Township.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Charter Township of Lyon hereby accepts and ratifies the Negotiated Annexation Agreement.

IT IS FURTHER RESOLVED that the Township Supervisor and Clerk shall execute the Negotiated Annexation Agreement.

IT IS FURTHER RESOLVED that if the City does not approve the Negotiated Annexation Agreement within thirty (30) days after the date of this Resolution, the Township may rescind its approval of the Negotiated Annexation Agreement by another Resolution.

The vote was taken as follows:

VOTED FOR: Carcone, Hicks, Young, O'Neill, Clerk, Dolan, Adams

VOTED AGAINST: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED

I hereby certified that the foregoing is a true and complete copy of the Resolution adopted by the Township Board of the Charter Township of Lyon, Oakland County, Michigan, at a regular meeting of the Board held on June 6, 2016.

Dated: June 6, 2016

Michele Cash
Lyons Township Clerk
June 17, 2016

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

Re: Negotiated Annexation Agreement
Tax ID: 21-30-126-002
825 West Lake Street, South Lyon, MI 48178

To whom it may concern:

Enclosed for your consideration please find three copies of the Negotiated Annexation Agreement which has been approved and executed by the Charter Township of Lyon and LV Holdings.

Please accept this as our request to be on the agenda at the next available City Council meeting.

Thank you for your cooperation in this regard. Should you have any questions or concerns, please do not hesitate to contact my Northville office. I remain,

Very truly yours,

BAGLEY & LANGAN, P.L.L.C.

J. ROBERT LANGAN

JRL/ak
Enclosures
NEGOTIATED ANNEXATION AGREEMENT

The parties to this Agreement are the CHARTER TOWNSHIP OF LYON (the "Township"), a Michigan Municipal Corporation, 58000 Grand River Avenue, New Hudson, Michigan 48165, the CITY OF SOUTH LYON (the "City"), a Michigan Municipal Corporation, 335 S. Warren Street, South Lyon, Michigan 48178, and LV HOLDINGS, LLC ("Property Owner"), a Michigan limited liability company, 128 N. Center, Northville Michigan 48167

RECITALS:

Property Owner holds legal title to a parcel of land located in the Charter Township of Lyon ("Property"), which is more particularly described as:

A parcel of land located in Fractional Sections 19 and 30, Town 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, described as: Beginning at the intersection of the line between Oakland and Livingston Counties with the center line of Ten Mile Road and running thence along the center line of Ten Mile Road an arc distance of 418.03 feet along a curve concave to the South, radius 1535.89 feet, whose chord bears North 80 degrees 01 minutes East, and is 416.75 feet long; thence South 0 degrees 24 minutes 0 seconds East 532.45 feet; thence North 89 degrees 13 minutes 47 seconds West 198.47 feet to the Southeast corner of a 70 foot by 223 foot Lot previously sold to Felix Turner and Cleo Turner, his wife; thence North 0 degrees 55 minutes East, along the East line of said lot 70.00 feet to its Northeast corner; thence North 89 degrees 13 minutes 47 seconds West along the North line of said Lot 223.00 feet to its Northwest corner situated on the line between Oakland and Livingston Counties; thence North 0 degrees 55 minutes East along said county line to the point of beginning.

Tax ID: 21-30-126-002

More commonly known as: 825 West Lake Street, South Lyon, MI 48178

The Property, consisting of approximately 4.45 acres located at the southeast corner of Ten Mile Road (Lake Street) and Dixboro Roads, is not currently supplied with access to water
or sewer services by the Township. The City is capable of providing such services to the Property.

The Property Owner has requested the detachment of the Property from the Township and annexation of the Property to the City.

The Charter Township Act, Public Act 359 of 1947, and other statutes of the State of Michigan allow a township to detach property from its boundaries and a city to annex such property by mutual consent.

The Township is willing to release the Property and the City is willing to accept the Property into the City.

NOW, THEREFORE, IT IS AGREED:

(1) Upon the Effective Date of this Agreement, the Property shall be detached from the Township and annexed into the City.

(2) It is understood and agreed that this Agreement shall not constitute a precedent for further annexations of territory within the Township except as provided herein, and each future situation, if any, shall be considered by the parties on its merits.

(3) In conjunction with this proposed annexation, the Property Owner shall pay to the Township the sum of Ten Thousand ($10,000.00) Dollars, which sum compensates the Township for ten years of projected property tax revenues the Township would have received had the Property remained within the Township. This Agreement shall not be effective until payment of this sum has been made to the Township.
(4) This Agreement has been executed and delivered and it shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. The parties agree that this Agreement was mutually drafted and cannot be construed against the Property Owner, the Township or the City upon the basis that one was the scrivener of this Agreement.

(5) In the event any portion of this Agreement is held to be unenforceable or any portion of the Property is held to be invalidly transferred for any reason, the unenforceability or invalidity thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

(6) Nothing in this Agreement shall obligate the City to extend any utility or create any infrastructure improvements not recommended by its engineers and wastewater treatment staff.

This Agreement shall be effective upon payment to the Township of the sum set forth herein or after the last date of execution of this Agreement by all of the parties, whichever shall occur last.

[SIGNATURE PAGES FOLLOW]
CHARTER TOWNSHIP OF LYON, a Michigan Municipal Corporation

By: [Signature]
   Lannie Young, Supervisor

By: [Signature]
   Michele Cash, Clerk

COUNTY OF OAKLAND

STATE OF MICHIGAN

On this 18th day of June 2016, Lannie Young and Michele Cash executed the foregoing document before me and, being duly sworn, stated that they are the Township Supervisor and Township Clerk, respectively, of the Charter Township of Lyon, a Michigan municipal corporation, and that they executed the foregoing document on behalf of the Charter Township of Lyon with its full authority and as its free act and deed.

[Signature]
Notary Public

My commission expires: 5/15/2021
Oakland County, Michigan
Acting in the County of Oakland
CITY OF SOUTH LYON, a
Michigan Municipal Corporation

By: __________________________
    John Galey Jr., Mayor

By: __________________________
    Lisa Deaton, Clerk/Treasurer

COUNTY OF OAKLAND )
SS)
STATE OF MICHIGAN )

On this ______ day of ___________________ 2016, John Galey Jr. and Lisa
Deaton executed the foregoing document before me and, being duly sworn, stated that they are
the City Mayor and City Clerk/Treasurer, respectively, of the City of South Lyon, a Michigan
municipal corporation, and that they executed the foregoing document on behalf of the City of
South Lyon with its full authority and as its free act and deed.

________________________________________________________________________

Notary Public
My commission expires: __________________________
Oakland County, Michigan
Acting in the County of __________________________________________
LV HOLDINGS, LLC, a Michigan limited liability company

By: 

J. Robert Langan, Managing Member

COUNTY OF OAKLAND )
SS)
STATE OF MICHIGAN )

On this 17th day of June 2016, J. Robert Langan executed the foregoing document before me and, being duly sworn, stated that he is the Managing Member of LV Holdings, LLC, a Michigan limited liability company, and that he executed the foregoing document on behalf of the company with its full authority and as its free act and deed.

Amanda King
Notary Public
My commission expires: March 25, 2021
Oakland County, Michigan
Acting in the County of Oakland
WARRANTY DEED

File No.: 204410

Drafted by: Robert Langan and Yvonne M. Langan, 64950 8 Mile Road, South Lyon, MI 48178

When recorded return to: LV Holding, LLC, 45380 W. 10 Mile Road Suite 140, Novi, MI 48375

THE GRANTOR: Robert Langan and Yvonne M. Langan, husband and wife

Whose address is: 64950 8 Mile Road, South Lyon, MI 48178

Conveys and warrants to: LV Holding, LLC

Whose address is: 45380 W. 10 Mile Road Suite 140, Novi, MI 48375

the following described premises:

Land situated in the Township of Lyon, County of Oakland, State of Michigan, more particularly described as:

A parcel of land located in Fractional Sections 19 and 30, Township 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, described as: Beginning at the intersection of the line between Oakland and Livingston Counties with the center line of Ten Mile Road and running thence along the center line of Ten Mile Road on a distance of 415.05 feet along a curve concave to the South, radius 1958.89 feet, whose chord bears North 99 degrees 01 minutes East, and is 415.75 feet long; thence South 9 degrees 24 minutes 0 seconds East 332.45 feet; thence North 89 degrees 13 minutes 47 seconds West 198.47 feet to the Southeast corner of a 70 foot by 223 foot Lot previously sold to Felix Turner and Cleo Turner, his wife; thence North 0 degrees 55 minutes 54 seconds East, along the East line of said Lot 70.00 feet to its Northeast corner; thence North 89 degrees 13 minutes 47 seconds West along the North line of said Lot 223.00 feet to its Northwest corner situated on the line between Oakland and Livingston Counties; thence North 0 degrees 55 minutes East along said county line to the point of beginning.

Tax Parcel No.: 21-30-135-662

Commonly known as: 825 West Lake Street, South Lyon, MI 48178

for the sum of Two Hundred Thousand Dollars and No Cents ($200,000.00)

COUNTY Transfer Tax: $220.00
STATE Transfer Tax: $1,500.00

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to easements, reservations and restrictions of record.

Dated: December 4, 2015

[Signature]

Robert Langan

Yvonne M. Langan
STATE OF MICHIGAN
COUNTY OF OAKLAND

On this the 4th day of December, 2015, before me personally appeared, Robert Langan and Yvonne M. Langan, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

SARA GRAHAM  
Notary Public, State of Michigan  
County of Oakland  

Notary Public:  
Printed Name: SARA GRAHAM  
County, MI:  
My Commission Expires: 10/29/2016
AGENDA NOTE
New Business: Item #

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Oakland County Law Enforcement Mutual Aid Agreement

EXPLANATION OF TOPIC: The Oakland County Chiefs of Police Association has updated the 1988 Oakland County Law Enforcement Mutual Aid Agreement. It would be beneficial to all communities in Oakland County to participate in the updated agreement. The proposed agreement and resolution have been reviewed by David W. Gillam of Johnson, Rosati, Schultz & Joppich, P.C., and have been approved as to form. The resolution adopting the agreement must be approved by City Council and signed by the mayor and clerk in order for the City of South Lyon to participate.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Oakland County Law Enforcement Mutual Aid Agreement dated May 11, 2016; Resolution of Participation; Letter of approval from David W. Gillam

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

RECOMMENDATION: Approve the resolution.

SUGGESTED MOTION: Motion by _____________________, supported by _____________________ to approve the resolution of participation in the Oakland County Law Enforcement Mutual Aid Agreement dated May 11, 2016.

06/27/16
RESOLUTION OF PARTICIPATION IN THE OAKLAND COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT DATED MAY 11, 2016

WHEREAS: The City of South Lyon acknowledges that emergencies requiring a large number of trained public safety personnel and specialized emergency equipment sometimes exceed the ability of any community to cope effectively with them; and

WHEREAS: the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811, et. seq., as amended, the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 et seq., as amended, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 et seq., as amended, provide that communities may enter into agreements to provide mutual police assistance to each other in case of emergencies, and for certain standards to be included in such agreements; and

WHEREAS: the Oakland County Chiefs of Police Association wishes to replace the Oakland County Law Enforcement Mutual Aid Agreement Dated June 1988 and make the benefits of such an agreement available to all Oakland County communities, including local community colleges and public universities that have a campus and public safety department in Oakland County; and

WHEREAS: The Oakland County Chiefs of Police Association has adopted the Oakland County Law Enforcement Mutual Aid Agreement dated May 11, 2016 and recommends that all Oakland County communities agree to participate therein;

NOW THEREFORE BE IT RESOLVED: That the City of South Lyon on the date below does hereby agree to participate in the OAKLAND COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT DATED May 11, 2016 and to give effect to its provisions to the best of its ability. An original of this Resolution shall be sent to the President of the Association.

__________________________
Date

__________________________
John Galeas Jr., Mayor

__________________________
Lisa Deaton, City Clerk
OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT

For the general purpose of rendering mutual aid in law enforcement protection, pursuant to the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811, et. seq., as amended, and pursuant to the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 et seq., as amended, the Intergovernmental Transfers of Functions and Responsibilities Act, 1967 PA 8 (Ex Sess), MCL 124.531 et seq., as amended, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 et seq., as amended, the local units of government within Oakland County which have passed resolutions pursuant to Section 14 of this agreement ("Section 14") hereby enter into this amended agreement ("Agreement") for mutual aid upon the following terms and conditions:

1. Definitions

A. "Community" shall mean a county, township, city, village, community college, or public university or institution of higher education, which (i) is located within, or has a campus building located within, the geographic boundaries of Oakland County, (ii) has a department of police or public safety or similar unit that employs, or contracts for the services of, peace officers and/or public safety officers, located within the geographic boundaries of Oakland County, and (iii) participates in this Agreement pursuant to Section 14.

B. "Police Officer" shall mean a peace officer or public safety officer having jurisdiction in the Community by which he or she is employed.

C. "Commanding Officer" shall mean the highest ranking Police Officer on duty in the Community or his designee, who has the responsibility for directing the police or public safety department at the time of an Emergency.

D. "Disaster" shall mean an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited, to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, any incident to which the National Incident Management System ("NIMS") may be applicable, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorder.
E. "Emergency" shall mean circumstances that pose an immediate risk to health, life, property, or the environment, which requires man-power or equipment additional to that available to the Requesting Community at the time of the Emergency and/or other instances where an officer or community safety require additional resources.

F. "Requesting Community" shall mean the Community in which an Emergency or Disaster exists and which requests aid pursuant to this Agreement.

G. "Responding Community" shall mean the Community which sends personnel and/or equipment to a Requesting Community pursuant to this Agreement.

H. "Incident Command System" shall mean the systemic tool used for the command, control, and coordination of emergency response as defined pursuant to NIMS.

I. "Unified Command" shall mean the structure defined pursuant to the Incident Command System and NIMS that brings together the Commanding Officers and highest ranking officers of all other major organizations involved in an incident in order to coordinate an effective response while at the same time carrying out their own jurisdictional responsibilities.

2. Determination and Declaration of a Disaster, an Emergency, or Both

The Commanding Officer shall be responsible for determining and declaring that a Disaster, an Emergency, or both, exists in his or her Community.

3. Request for Assistance

Upon determining and declaring that a Disaster or an Emergency exists, the Commanding Officer of the Requesting Community may make a request for aid to the Commanding Officer of the Responding Community.

4. Response to Request

The Commanding Officer of the Responding Community may make available to the Commanding Officer of the Requesting Community such Police Officers and other appropriate personnel and equipment as are available to meet the needs of the Disaster and/or Emergency. The Commanding Officer of the Responding Community may decline the request for aid. No party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
5. Use of Auxiliary or Reserve Police or Public Safety Officers

A Responding Community may send auxiliary or reserve police or public safety officer(s) when the Requesting Community approves their use, provided that such auxiliary or reserve officers act under the direction of regularly employed officers of the Responding Community.

Auxiliary or reserve police or public safety officers assigned by a Responding Community shall be considered regularly employed officers of the Responding Community for purposes of determining the application of Section 8, Indemnity.

6. Direction at the Scene of a Disaster and/or Emergency

The person in charge of operations at the scene of a Disaster and/or Emergency shall be the Commanding Officer of the Requesting Community, who shall follow and adhere to the Incident Command System and the establishment of a Unified Command, as applicable. Generally, all personnel and equipment of a Responding Community shall be under the control and direction of the Commanding Officer of the Requesting Community upon arriving at the scene of the Disaster and/or Emergency. While working under the direction of the Commanding Officer of the Requesting Community, all personnel shall only be required to respond to lawful orders. At all times, the personnel of the Responding Community shall remain employees of their respective agency and shall adhere to the policies and procedures of their own employer. All directions for the use of the personnel and equipment of a Responding Community shall be made through the Commanding Officer of the Responding Community, whenever possible.

7. Withdrawal of Personnel and Equipment

The personnel and equipment of a Responding Community may be withdrawn at any time in the discretion of the Commanding Officer of the Responding Community. The Commanding Officer of the Requesting Community shall be notified of the withdrawal whenever possible. The Responding Community shall not have any obligation to keep its personnel or equipment in the Requesting Community for a longer period of time than is deemed necessary by the Commanding Officer of the Responding Community. A Responding Community shall not be liable to a Requesting Community for leaving the scene of a Disaster and/or Emergency.

8. Indemnity

A. The Requesting Community shall, to the extent permitted by law, indemnify and save the Responding Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts and omissions of personnel of the Responding Community.
which are specifically ordered or directed by the Commanding Officer of the Requesting Community.

B. Except as provided in Sections 4 and 7, the Responding Community shall, to the extent permitted by law, indemnify and save the Requesting Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the Responding Community which are not specifically directed or ordered by the Commanding Officer of the Requesting Community.

9. **Indemnity in Joint Training Programs**

Each Community shall, to the extent permitted by law, indemnify and save all other Communities harmless from all claims, demands, costs or damages including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying Community during joint training programs for emergency operations, such as those joint training programs organized by the Oakland County Law Enforcement Tactical Response Coordinating Group ("OakTAC").

10. **Insurance**

Each Community shall maintain appropriate liability insurance and workers compensation insurance, including employers' liability coverage, in accordance with all applicable laws.

11. **Employee Benefits**

Each Community is responsible for the salaries, workers' compensation, retirement and other fringe benefits of its employees responding to a mutual aid request.

12. **Costs of Equipment and Supplies**

Costs of equipment and supplies used while giving assistance will be borne by the Community providing the equipment and supplies. Each Community shall also be responsible, regardless of fault, for repairing or replacing any damage to the vehicles and/or equipment that Community provides that occurs while providing assistance pursuant to this Agreement.

13. **Federal or State Reimbursement for Emergency Works Funds.**

The Requesting Community in an Emergency, when making application for federal or state funds for reimbursement of the cost of the emergency operations, shall apply for such funds for Responding Communities. Each Community will maintain appropriate records to support such applications.
14. **Community Participation in This Agreement**

Any community that meets the criteria included in Section 1(A)(i)-(ii) of this Agreement may apply to participate in this Agreement by making application to the Oakland County Association of Police Chiefs ("Association"). The Association may approve the application by the affirmative vote of a majority of active voting members, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting. After Association approval, the Community will become a party to the Agreement when (i) its official elected body has approved a resolution of participation, (ii) a copy of that resolution of participation has been sent to the Association and (iii) the Association has received a true copy that resolution.

15. **Withdrawal from Agreement**

A Community may withdraw from its participation in this Agreement for any reason at any time upon thirty (30) days written notice to the Association and all other Communities.

16. **Term**

The term of this Agreement shall be ten (10) years from the date of its approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The term shall automatically renew for additional ten (10) year periods following the initial ten (10) year term unless terminated by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association.

17. **Effective Date of this Agreement**

This Agreement is effective upon approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association, and, is effective as to a specific Community upon the Association’s receipt of a true copy of a resolution approving that Community’s participation from that Community’s governing body.

18. **Amendment**

This Agreement may only be amended upon the affirmative vote of a majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The Association shall provide notice of any such amendment to each Community by sending written notice, including a copy of the amended
Agreement, via first class mail to the highest ranking Police Officer of each Community within five (5) business days of each such amendment.

19. Survival

A Community’s indemnity obligations shall survive any termination of this Agreement or the Community’s withdrawal, with respect to liability arising during the time the Community was a party to the Agreement.

20. Effect on Oakland County Law Enforcement Mutual Aid Agreement Dated June 1988

If a Community is a participant in the Oakland County Law Enforcement Mutual Aid Agreement dated June 1988 (the “Original Mutual Aid Agreement”), that Community shall send via first class mail a copy of the resolution approving its participation in this Agreement to the highest ranking Police Officer of each community that is a participant in the Original Mutual Aid Agreement at the same time that Community sends a copy of the resolution approving its participation in this Agreement to the Association pursuant to this Section 14. The Original Mutual Aid Agreement shall automatically terminate effective thirty (30) days after the first time notice is sent by a Community to each community participating in the Original Mutual Aid Agreement pursuant to this Section 20.

21. Effect on Other Existing Agreements

With the exception of Section 20 of this Agreement, this Agreement shall not affect the terms of any other Agreement entered into by any Community with respect to mutual aid or emergency management services.
MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Witch’s Hat Brewing Co. – Temporary Outdoor Service Authorization; “Fury for a Feast” (4th Annual) August 27, 2016 Noon until Midnight [Music will end by 11:00 p.m.]

EXPLANATION OF TOPIC: Witch’s Hat Brewing Co. has requested law enforcement endorsement of their application for temporary outdoor service, which is needed to hold “Fury for a Feast”, (a charitable annual event). Direct City Council authorization is not required, since the event is planned for private property. However, the Michigan Liquor Control Commission requires the police chief’s endorsement before the application for temporary outdoor service will be considered. Fire Chief Kennedy has given preliminary approval to the site plan, and occupancy will be determined by the fire inspector. Due to the size of the event and potential impact on neighboring streets and businesses, guidance from City Council is requested.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Temporary Authorization Application, site map, flyer

POSSIBLE COURSES OF ACTION: Support/Do Not Support the request from Witch’s Hat Brewing Co. for temporary authorization for outdoor service.

RECOMMENDATION: Support the request with any conditions deemed appropriate by City Council.

SUGGESTED MOTION: Motion by __________________________, supported by __________________________ to support the application for temporary authorization for outdoor service by Witch’s Hat Brewing Co. for their 4th Annual Fury for a Feast on August 27, 2016.

06/27/16
Temporary Authorization Application

(Authorized by R 436.1023(2),(3), R 436.1403(2), R 436.1407, and R 436.1419)

***This application, all required documents, and a $70.00 inspection fee must be submitted at least ten (10) days in advance of your event for your request to be considered by the Commission.***

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

<table>
<thead>
<tr>
<th>Licensee name(s):</th>
<th>Witch's Hat Brewing Company, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>601 S Lafayette</td>
</tr>
<tr>
<td>City:</td>
<td>South Lyon</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>48178</td>
</tr>
<tr>
<td>Contact name:</td>
<td>Ryan Cottongim</td>
</tr>
<tr>
<td>Phone:</td>
<td>248-974-5781</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ryan@witchshatbrewing.com">ryan@witchshatbrewing.com</a></td>
</tr>
</tbody>
</table>

\[\checkmark\] $70.00 Inspection Fee - Make Check Payable to State of Michigan  
MLCC Use - Fee Code 4037

Part 2 - Temporary Authorizations Available

A licensee may request up to twelve (12) daily authorizations for each type of temporary authorization in a calendar year. Select all that apply to this application:

- [ ] Temporary Outdoor Service - Complete Parts 3, 8, and 9
- [ ] Temporary Extended Hours Permit - Complete Parts 6 and 9
- [ ] Temporary Dance Permit - Complete Parts 4 and 9
- [ ] Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
- [ ] Temporary Entertainment Permit - Complete Parts 5 and 9

Part 3 - Temporary Outdoor Service Information

Temporary Outdoor Service requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. The local law enforcement agency must complete Part 8 of this application.

<table>
<thead>
<tr>
<th>Date(s) of event:</th>
<th>August 27, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe event:</td>
<td>Outdoor special beer release party and food drive fundraiser</td>
</tr>
</tbody>
</table>

Date(s) of event:

Describe event:

Date(s) of event:

Describe event:

1. Check below if the event(s) listed above will include any of the following:

- [ ] Dancing  
- [ ] Contests  
- [ ] Tournaments  
- [ ] Classic Cars  
- [ ] Motorcycles  
- [ ] Concerts  
- [ ] Festivals

2. List the exact dimensions of the proposed area:

   - Width: 143 feet
   - Length: 232 feet
   - Total: 33,176 square feet

Submit a diagram of outdoor area with application

3. Describe type and height of the barrier that will be used to enclose the area: 48" tall orange snow fence perimeter

4. Will the proposed outdoor service area be connected to the licensed premises?

   - [ ] Yes  
   - [x] No

If No, what is the distance from the licensed premises to the proposed area: [ ] feet

5. Is the entrance/exit point(s) for the proposed area through the licensed premises?

   - [ ] Yes  
   - [ ] No

6. Are there any dedicated streets or intervening property between proposed area and the licensed premises?

   - [x] Yes  
   - [ ] No

7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:

   We will have staff and volunteer staff acting as security at the gate and at random points around the event.
Part 3 Continued - Temporary Outdoor Service Information

8. Is the location of the proposed area owned, rented, or leased by the licensee?  
   Yes  No
   If No, submit a lease or written permission to use the proposed area, including permission from a city, 
township, or village if the proposed area is located on municipally owned-property.

9. Is the proposed area located in the same local governmental unit as the licensed premises?  
   Yes  No
   If No, please explain:

10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area?  
    Yes  No
    If No, the licensee will be restricted to providing only table service in the proposed area unless a new 
    Additional Bar Permit has been requested by the licensee and approved by the Commission.

Part 4 - Temporary Dance Permit Information

- Licensees that currently hold a Dance Permit at the licensed premises do not need to request a Temporary Dance Permit 
  for dancing in a Temporary Outdoor Service area.
- The dance floor must be at least 100 square fee, be clearly marked, and shall not have tables, chairs, or other obstacles on 
  the dance floor while customers are dancing.

1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

- Licensees that currently hold a Entertainment Permit at the licensed premises do not need to request a Temporary 
  Entertainment Permit for entertainment in a Temporary Outdoor Service area.
- A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.

1. List the dates requested for a Temporary Entertainment Permit:

2. Describe the type of entertainment provided:

3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with 
   prizes totalling over $250.00 in retail value?  
   Yes  No
   If Yes, the licensee must complete Form LCC-207 and submit with this application. 
   No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from 
   another licensee without prior Commission approval.

Part 6 - Temporary Extended Hours Permit Information

- Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed 
  premises do not need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.

1. Select the permit type that requires a Temporary Extended Hours Permit*:  
   □ Dance Permit  □ Entertainment Permit

2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Information

- Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises do not need to 
  request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service area.
- A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary 
  jurisdiction over the licensed premises. The local law enforcement agency must complete Part 8 of this application.

1. Indicate the activity that requires extended hours* (e.g. food service):

2. List the dates and hours requested for a Temporary Specific Permit:

*Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in 
the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is 
legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.
Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service and Temporary Specific Purpose Permit

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: South Lyon Police Department

Address of law enforcement agency: 219 Whipple St, South Lyon, MI 48178

I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.

Print Name & Title of Reviewing Officer: ________________________ Signature of Reviewing Officer: ________________________ Date: ________________________

Part 9 - Signature of Licensee

If approved, the license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

If approved, the licensee shall provide service of alcoholic beverages in the outdoor area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in the area where customers may obtain their alcoholic beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new Additional Bar Permit.

Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an Additional Bar Permit must be obtained unless an existing Additional Bar Permit will be utilized.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Submit this application, all required documents, and a $70.00 inspection fee at least 10 days at least ten (10) days in advance of your event for your request to be considered by the Commission. Make check payable to State of Michigan.

Ryan Cottongim President ________________________ Signature of Licensee: ________________________ Date: 6/17/2016

Print Name of Licensee & Title: ________________________

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202
2016 Sponsorship Packet for Fury for a Feast

What is Fury for a Feast?

We are currently planning our Fourth Annual Fury for a Feast. Fury for a Feast is a food drive and fundraiser for Gleaners’ Food Bank and Blessings in a Backpack—South Lyon Chapter. We charge a cover of $5 or $3+2 non-perishable food item. Over the last three years we have raised nearly $16,000 and gathered almost 3,000 lbs of food at Fury for a Feast! We release over 20 different barrel aged beers, we have music all day and food from local food truck vendors. We saw almost 1800 people last year!!! It is a great time all in the name of a good cause!

This EPIC event will be held on Saturday, August 27th, 2016 at Witch’s Hat Brewing Company, located at 601 S. Lafayette, South Lyon. We are seeking sponsors that would like to help us cover some of the costs of the event so we can donate more to these worthy and necessary charities.

Who is Gleaners and Blessings in a Backpack?

Gleaners Community Food Bank has been “feeding hungry people and nourishing our communities.”

Headquartered in Detroit, Gleaners operates five distribution centers in Wayne, Oakland, Macomb, Livingston and Monroe counties and provides food to 335 partner soup kitchens, food pantries, shelters and other agencies throughout southeastern Michigan. Gleaners collects 34.3 million pounds of food a year and distributes 79,000 meals each day including providing nourishing food and nutrition education to 84,700 children a year. Every dollar donated provides three meals and 33 cents of every donated dollar goes to food and food programs.

Blessings in a Backpack – South Lyon Chapter is a “neighbor-helping-neighbor” program that is designed to help bridge the gap of the nutritional needs of children from the South Lyon Community School District. In the South Lyon Schools 1,199 children are eligible for this program. These children are our neighbors. Each week, we will distribute backpacks filled with enough non-perishable food for the weekend to students that qualify on the Federal Free and Reduced Lunch program. The goal of Blessings in a Backpack is to keep these students from going hungry on the weekends and remove barriers to academic success.

How can I help?

You will be helping by giving whatever you are comfortable giving! We have sponsorship opportunities ranging from raffle donations on up. Check out the incentives we have to offer:

- Silent Auction/ Raffle/ Advertising Sponsor
  - We will have a silent auction and a raffle at the event. All proceeds go to the charities listed. What a great way to get your business name in front of a TON of people! Any items donated will help! Last year we raised nearly $2300 with the items donated and raffled off!
  - Help get the word out! Local businesses have volunteered to hang our event’s poster in their establishments and set out our flyers. If this is something you’re interested in, please let us know and we will get you some flyers and posters once they are printed. Please share, post and tweet, about Fury for a Feast!

- Awesome Sponsor $250
  - Your logo will go on our Thank you to our Sponsor’s banner located at the front of the gates where everyone will see it
  - Advertise in 1 of our email blast for blasts – give us your logo and one paragraph and we will send it out to our 1,600 email subscribers! (Coupons would work well here!)
  - You can hang 1 banner at our event (banner supplied by the Sponsor)

- Totally Awesome Sponsor $500
  - Get your logo on every flyer printed and disbursed before the event
  - Advertise in 3 of our email blast – give us your logo and one paragraph and we will send it out to our 1,600 email subscribers! (Coupons would work well here!)
  - Your logo will go on our Thank you to our Sponsor’s banner located at the front of the gates where everyone will see it
  - You may hang up to 2 banners inside the event (banner supplied by the Sponsor)
All of the Way Sponsor $1000

- Your logo on the Fury for a Feast T-Shirts – first come, first serve on placement of the logo! Don’t wait! You WANT your business name on these shirts!! We must have your logo and sponsorship received by June 30th, the day the shirt order will be placed.
- We will print a coupon for your business on every Fury for a Feast program which will be handed out at the event (image supplied by sponsor)
- Get your logo on every flyer printed
- Advertise in 3 of our email blast – give us your logo and one paragraph and we will send it out to our 1,600 email subscribers! (Coupons would work well here!)
- Your logo will go on our Thank you to our Sponsor’s banner located at the front of the gates where everyone will see it!
- You may hang up to 2 banners inside the event (banners supplied by the Sponsor)

Water Station Sponsor $1500 (Only One Available)

- You can set up a 10x10 tent and table inside the event
- You will get to supply free water bottles with YOUR BRANDING ON THE LABELS (if you choose to do so) to all attendees
- Your logo on the Fury for a Feast T-Shirts – first come, first serve on placement of the logo! Don’t wait! You WANT your business name on these shirts!! We must have your logo and sponsorship received by June 30th, the day the shirt order will be placed.
- You can hang 1 banner outside of the event AND 2 inside the event (supplied by Sponsor)
- We will print a coupon for your business on every Fury for a Feast program which will be handed out at the event (image supplied by sponsor)
- Get your logo printed on every flyer
- Advertise in 3 of our email blasts – give us your logo and one paragraph and we will send it out to our 1,600 email subscribers! (Coupons would work well here!)
- Your logo will go on our Thank you to our Sponsor’s banner located at the front of the gates where everyone will see it!

With every monetary sponsorship your logo will be printed on all of our flyers! We will be printing thousands of flyers to be handed out at several summer events such as:

- Brewers Guild Summer Beer Fest (July 24th and 25th) – 12,000 people over 2 days in Ypsilanti
- Iron Chef Gleaners Event (August) – In 2015 the 11th annual competition earned more than $105,000 for the southeastern Michigan food bank
- South Lyon’s Blues, Brews and Beats (August 6th) – Downtown South Lyon, last year had close to 2,000 people
- We will flyer all other events as they come up

We can’t do this without our Sponsors! To all that have sponsored this event in the past, we truly thank you! This is a community event that takes community effort! Thank you for considering sponsoring this event. We look forward to hearing back from you! We will be printing the t-shirts and first round of flyers on July 1st.

Cheers!
Ryan and Erin Cottongim
Witch’s Hat Brewing Co.
info@WitchesHatBrewing.com

To sponsor, bring or send a check to:
Witch’s Hat Brewing Company
601 S. Lafayette
South Lyon, MI 48178
Or
Pay online at WitchesHatBrewing.com

Thank you to Last Year’s Sponsors!
AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Labor Counsel (Patrick Aseltyne, Esq – JRSJ)

AGENDA TOPIC: Request for Closed Session Discussion regarding negotiation and strategy for City's Collective Bargaining Agreements with POAM and POLC bargaining units.

EXPLANATION OF TOPIC: The City is currently negotiating collective bargaining agreements with the POAM and POLC bargaining units for the police department. The City’s labor attorney has requested the opportunity to discuss the status of and strategy for the ongoing negotiations.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: None.

POSSIBLE COURSES OF ACTION:

RECOMMENDATION: Approve motion to go into closed session pursuant to MCL 15.268(c).

SUGGESTED MOTION: Motion to go into closed session pursuant to § 8(c) for strategy and negotiation sessions connected with the negotiation of collective bargaining agreements with the POAM and POLC bargaining units.

Roll Call vote required.
South Lyon Historical Commission Meeting  
Wednesday, June 1, 2016
Minutes

Members Present: Larry Ledbetter, Linda Ross, Bob Tremitiere, Jim Race, Roger Heiple, Gary Wickersham
Members Absent: Phil Weipert
Others Present: Carl Richards

President Larry Ledbetter called the meeting to order at 7:35PM. A quorum was declared.

May Minutes: Jim motioned to accept the May minutes. Roger seconded and the motion passed.

Heritage Day (June 18): Larry reported that the Scouts will do the flag raising. They will also do a retired flags ceremony with flags from the VFW program. There will be an apple pie contest, music (guitar, dulcimer). Larry mentioned that it is more difficult to come up with ideas to entertain adults than children.

Depot Day (Sept 10): Larry said that the program will be pretty similar to last year. Linda will do the fliers.

Cool Yule: Larry said that there was a meeting at the library. The DDA wants to concentrate activities in the downtown area, but the parade will still end at the depot. The Historical Society will man the buildings.

Gardening: Bob reported that we have some new volunteers from the high school thanks to a letter sent to them by garden volunteer Vikki Clasman. Larry said that in spite of poor weather and low turnout, the volunteers on community volunteer day got a lot done, including weeding, cutting down dead plants, and the brownies washed windows. In addition, the DPW removed dead limbs overhanging the parking lot and removed an ornamental tree that was dying. Carl asked what kind of replacement tree we were considering. Bob replied that we did not plan to put a new tree in that area.

Barn: Larry brought pictures of barns and is going to get a book on barn kits. He will get an estimate from McCarter Construction on what it would cost to erect a building. We have a lot of unanswered questions before we can proceed, including the size of the barn, where it would be placed, etc. Jim asked if it would be used for social functions. The consensus was no, that this building would be used mostly to display our farm implement collection.

School Porch: Larry will ask McCarter for an estimate to construct a new porch on the front of the Washburn School.

Chapel Roof: Jim suggested that we call Chuck Harmon, a retired roofer, and get a recommendation from him to get an estimate to replace the roof on the Chapel. Bob will follow up.

Lawn sprinklers: Larry said that Mark Popravsky was supposed to turn on the sprinklers at the garden yesterday, and that he would repair the others Saturday. (Note: as of 6/13 the upper sprinklers do not appear to have been repaired or turned on.

Bagger Display: Jim asked about the status of the bagger stitcher display. Bob replied that he is working on a stand for it. The bagger was originally a hand held unit which the mill hung from the ceiling with a rope. Bob plans to fabricate a bracket so that it can be attached to a post which will be portable.

Carl mentioned that he attended Eleanor Donley's funeral and gave a copy of the program to Linda

Business concluded, Bob moved to adjourn at 8:28. Linda seconded and the motion passed.

Minutes recorded by Bob Tremitiere, Secretary  
Submitted by Larry Ledbetter, president