

Regular City Council Meeting

January 8, 2018

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: December 11, 2017 and December 21, 2017
Approval of Bills:
Approval of Agenda
Swearing-in Ceremony – Fire Chief Vogel
Public Comment

I. Old Business –

1. Discussion – Downtown
2. Consider adopting Revised Code of Ethics

II. New Business-

1. Set time for special meeting on January 18, 2018
2. Consider approving 2018 City Council meeting schedule
3. Proposed Restrictive Covenant for 128 S. Lafayette
4. Designate Council Contact for MERS Labor Negotiations
5. Discussion regarding GFL contract and request decision regarding extension or bid process
6. Evidentiary Blood Draw Agreement with Huron Valley Ambulance (HVA)
7. Liquor Licensing Ordinance
8. Review proposed Fund Balance policy
9. Consider potential candidates for appointment as interim city manager during the approved leave of the City Manager

III. Budget

IV. Manager's Report

V. Council Comments-

VI. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
DECEMBER 11, 2017

Mayor Pelchat called the meeting to order at 7:33 p.m.

Mayor Pelchat led those present in the Pledge of Allegiance

Present: Mayor Pelchat, Councilmembers; Kivell, Kurtzweil, Parisien and Richards

Also present: City Manager Ladner, Chief Collins, Chief Kennedy, Attorney Wilhelm, Clerk Deaton

Mayor Pelchat stated Councilmembers Rzyzi and Walton will both be absent due to work conflicts.

CM 12-1-17 MOTION TO EXCUSE ABSENCES OF COUNCILMEMBERS RYZYI AND WALTON

Motion by Kivell, supported by Parisien

Motion to excuse Councilmembers Rzyzi and Walton

VOTE:

MOTION CARRIED UNANIMOUSLY

MINUTES

Councilmember Kivell stated in the last line on page 2, the word are should be removed and the sentence should read, Councilmember Kivell stated he is happy people recognized it for what it is. He further stated on page 3, it should state but we enjoy that there is no sunset on our DDA. Councilmember Kivell stated on page 3 Joe referred to the gentlemen from Arcadis as Mr. Arcadis, but his name was actually Mr. Sclafani. Councilmember Kivell stated on page 5 for the RC should be CR for the closure work done. He further stated on page 10 the sentence should be corrected to state Chuck Harmon was a Navy C.B. not Navy Seal.

Councilmember Kurtzweil stated as a point of parliamentary procedure there was a correction requested for a name change, but if the gentleman was referred to as Mr. Arcadis, you cannot change a name unless that name was stated and if that was said, you cannot alter what was said according to the Roberts Rules of Order.

Councilmember Richards stated on page 9 he included Cultural Arts Commission in the sentence discussing the planning commission and that needs to be added.

CM 12-2-17 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Parisien, supported by Kivell

Motion to approve minutes as amended

VOTE:

MOTION CARRIED UNANIMOUSLY

BILLS

Councilmember Parisien asked about a check for \$600.00 for Highland Treatment Inc. City Manager Ladner stated that is the company we are contracting for the operator with the Class B License we lost when Bob Martin retired. Councilmember Parisien asked about the HRC invoice for \$130.00 City Manager Ladner stated they review the site plans to ensure the drainage is properly in place and to make sure they meet all of the City's engineering specifications. Councilmember Parisien then asked about the charge from HRC for \$1458.00. City Manager Ladner stated that is for the required storm water asset management and permit requirements for MDEQ and it is done every 5 years and always done by an engineer. Councilmember Parisien asked about the invoice for \$360.00 for a water main shut off tool.

City Manager Ladner stated it is a tool we use for shutting off mains for water leaks or work that needs to be done, we borrowed one at one time, but we needed one so we purchased one. Councilmember Parisien asked about the invoice for HRC for \$9,160.00. City Manager Ladner stated that is for work and documentation they are working on for the bid specifications for the painting of the interior and exterior of the water tower. Councilmember Parisien asked if the bid was chosen yet. City Manager Ladner stated it is still out for bid. Councilmember Parisien asked if this is something our department could have done without hiring HRC. She further stated she thinks we should have someone here from the Water and DPW departments to answer these questions because they are licensed and qualified to speak to these matters and if they could be doing some of this work without hiring HRC which is more expensive. City Manager Ladner stated this was in motion before Bob Martin retired and it was Bob's intent to use HRC to do the specifications. Councilmember Parisien stated she was told differently and she was told HRC was not a part of this and the bids were done through the department. She would be more comfortable speaking to someone in this field, to ask them if they are capable of doing some of this work or if we need to hire HRC.

Councilmember Richards asked about the check for CIB Planning for \$3,100.00 and if we write this out for 6 months. City Manager Ladner stated that is for their retainer as well as per project basis reviews whether it be documentation, meeting with clients, reviewing site and building plans. Councilmember Richards asked if they bill on a monthly basis, because they haven't been doing much. City Manager Ladner stated you may not be fully aware of all of the things CIB does for the City. Councilmember Richards stated the planning commission meetings are always cancelled. City Manager Ladner stated that doesn't mean there isn't work going on. Councilmember Richards asked about the check written to Windstream. City Manager Ladner stated that is for the City's phone service, such as phone lines into all City buildings, and rental of phones and voicemail system, and the maintenance contract as well as any long-distance charges. Councilmember Richards stated the phones go through Windstream before AT&T. City Manager Ladner stated we do not use AT&T, we only use Windstream. He stated he had the same question Mary did about the bill for HRC for \$9,160 because he doesn't think that has been painted yet. City Manager Ladner stated it hasn't been painted yet, that is for the bid specifications for the bid to be put out for it to be painted in 2018. Councilmember Richards stated he would like a note made regarding paying them this much now.

Councilmember Kurtzweil stated the revenue report shows a reduction for the tax revenue amended budget year to date, and there is a \$400,00 difference, does that mean we will be getting that much in February taxes or did we overestimate. City Manager Ladner stated it could be delinquent taxes, it could be tax tribunal taxes, or it could have been an overestimation. We have had several tax tribunals that were successful. She then asked if we amend the budget when we have a change in revenues or just expenditures. City Manager Ladner stated she is planning on looking at revenue amendments in February.

CM 12-3-17 MOTION TO APPROVE BILLS

Motion by Kivell, supported by Kurtzweil

Motion to approve the bills as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

AGENDA

Councilmember Kivell stated at the last meeting we overlooked combining the fee for the furnace and air conditioning permit so he would like that added to the agenda tonight. City Manager Ladner stated we received the new fee schedule from Dennis Smith with that already combined.

CM 12-4-17 MOTION TO AMEND AGENDA

Motion by Kivell, supported by Kurtzweil

Motion to approve the agenda as amended adding combining A/C and Furnace building permit fee

ROLL CALL VOTE:

Kivell- Yes

Parisien- Yes

Pelchat- Yes

Richards- Yes

Kurtzweil- Yes

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Ryan Lare of 716 Grand Court stated he attended the holiday party with Councilmember Richards and it was nice to see everyone there and hats off to Corry Bala for doing a great job, it was a great evening. Mr. Lare stated he and Carl attended the 66th annual Senior Citizens Christmas Dinner given by the Kiwanis and the Girl Scouts. It was a wonderful dinner and even had entertainment. He further stated our cadet Lachance was there and our former Mayoral candidate Ashley Enstad was there as well.

Linda Ross 372 Harvard stated she is the South Lyon Historical Society and she wanted to thank the community for their support. She stated they had 2 events at the Chapel in the last week and over 45 people attended. She stated they wanted to thank the Village String Dulcimers for their lively entertainment and she looks forward to having them back next year which will be their 10th year. She then thanked the community for their support for Cool Yule, it was the most attended so far. Ms. Ross stated they wanted to thank Harvey Wedell for being the Grand Marshal and announcing the Ginger Bread House winners. She thanked Mayor Pelchat for welcoming the visitors and giving the key to the City to Santa. She then thanked Santa and Mrs. Clause for taking time out of their busy schedule to greet over 100 children. She then thanked the Girl Scout Troop 70869 for being Santa's helpers. Ms. Ross thanked the High School Jazz Choir and the Presbyterian Tuba Band for the wonderful music in the Chapel, both performances were well attended. She then thanked the Senior Center for all the wonderful baked cookies for the bake sale. Ms. Ross thanked the Police and Fire Department for assisting with Santa's arrival and for the traffic control. She then thanked the entire Cool Yule Committee for putting the entire thing together, they did a lot of work to make this happen. Ms. Ross then thanked all of the Society members for their support and help for all of these events, they wouldn't happen without them.

OLD BUSINESS

1. Downtown

Mr. Donohue stated A Good Day Café should be opening on Thursday, if not it will be the following week. They are waiting for the health inspections. He further stated they will have a soft opening with a Grand Opening at a later date. Mr. Donohue stated the Design Committee will be meeting again this week to review the façade for 115 and 117 N Lafayette which will be exciting. He further stated we have had a lot of interest by housing developers looking at property in the City and they are hiring realtors to contact property owners. He stated they have all been given a copy of the Master Plan. Mr. Donohue

stated he is hoping we can start enforcing our ordinances on 4 key buildings downtown that he believes is bringing down property values. He stated 113 N Lafayette, 135 E Lake, 335 S Lafayette and 110 Detroit are the properties he is discussing. He stated we have done a lot of work on the ordinances and we should begin to enforce them. He stated he knows it costs money when our City Attorney is involved but this is important and taking away from what we are trying to do downtown. Councilmember Richards stated he knows about those properties and he is looking at them all the time and talking to them, but there is no news right now. He further stated he isn't getting anywhere. Mr. Donohue stated he thinks talking isn't going to get it done, the ordinances need to be enforced. Councilmember Richards asked Mr. Donohue how close in the next 5 years we will be able to get the master plan done. Mr. Donohue stated it can't be done in 5 years, but we are on the way. He further stated it is reasonable to say in 2-5 years there will be a significant amount of those things done. Councilmember Kurtzweil asked why we are not enforcing the ordinances. City Manager Ladner stated this is the first she has heard of this. Mr. Donohue stated this isn't the first time he has brought this up and he knows it is costly to involve the City Attorney but there needs to be some direction, we talked about these properties in Council meetings in the past.

Councilmember Kurtzweil stated she agrees and we need to understand there are times when the City Attorney may have to bill for large amounts of legal services that are related to visions the Council has set forward. She stated everyone agreed that the downtown should be an emphasis. She stated downtown is a priority, and enforcement needs to be done. If we need legal strategy on this that is legitimate billing from the Attorney. If we get these buildings fixed we will have new businesses and tenants coming in. Councilmember Parisien stated it is hard to utilize our Attorney when Council scrutinizes the bills. She applauds Mr. Donohue for trying to tackle this himself. Mr. Donohue stated the intent is for Council to give Management direction to use the City Attorney services to enforce the ordinances. Councilmember Kivell stated 2 of the properties are critical and in the event of mischief or fire, we could lose our entire downtown, both are tied to whole blocks of historic buildings. He further stated he doesn't know how practical it is, but the idea is if they could ascertain the cost of complying with the building standards they may be motivated to sell the property or it may end up giving them the incentive to make the improvements to their buildings to make more money, but they need to get on it. It can't stay sitting as a hazard in our downtown.

2. Consider resolution changing the City of South Lyon MERS Retirement Plan for new hires in the Non-Union Administrative employee division

City Manager Ladner stated this is the first step in changing the retirement plan for non-administrative new hires. She stated we are looking at a DC+ plan. She stated it would be a defined contribution with a 457 plan. It is currently set up with the City contributing 4% and employees will contribute 5% of their wages. She further stated there will be a sliding scale match of up to 3% into the 457 meaning the employee can contribute up to 3% additional and the City will match it, but the City's goes into the defined contribution. She further stated there is a 5-year vesting period. Councilmember Kivell stated one document had a probationary period of 6 months, another didn't have a probationary period.

Attorney Wilhelm stated currently there is no waiting period for the current DB plan. He stated there is a probationary period in the personnel manual, but it isn't being followed so it doesn't apply to the MERS. Councilmember Kivell stated this accomplishes a lot of our major concern with the legacy costs the DB plan and that we don't have the resources to be able to sustain any longer. He is appreciative there is some match money for the employee's contribution. He stated he doesn't recall if there is a cap on the employee's contribution. City Manager Ladner stated the IRS caps it from year to year. John Waugh of MERS stated the IRS does put a cap on it, but it shouldn't be an issue with the cap by the employee being 5% and the City's at 4%. He stated there is a potential for it to be an issue with the 457 plan.

Councilmember Kivell asked who monitors the IRS cap. Mr. Waugh stated it is monitored by the City

with the payroll at the end of year. Councilmember Parisien stated the mandatory of 5% from the employee with an option of another 3% is 8%. She stated she doesn't see many employees giving up 8% of their salary. Mr. Waugh stated 15% is a good rule of thumb for someone to contribute to retire comfortably. He further stated by structuring it the way you have, it will get the employee up to about 9% total. Mr. Waugh stated over someone's career we ran those numbers with a 6% rate of return from 30 to 65 years old, it will only get them to about 55% of their working income. The experts suggest getting to 70 – 80% for a comfortable retirement. He stated if you leave it to the employee alone, there is a good chance they will not contribute anything. By offering a match, it may help push people to work towards their own retirement. He further stated the City can contribute more dollars if they would like.

Councilmember Parisien asked if there are other communities where this was successful. Her reservation is she doesn't want to put our employees at a disadvantage. Mr. Waugh stated the average employer contribution in MERS is around 4% and the employee contribution is 8%, this is in line with most other communities. Mr. Waugh stated the City is close to the average. Councilmember Richards stated starting January 1st and the City hires new people, and they say they elect not to sign up for the program because of their age or they don't plan on staying, can they opt out. City Manager Ladner stated employees cannot opt out. Councilmember Richards stated all of the employees make a different amount of money. He further stated this will not alleviate our problem right now, but it will help. He then asked if someone works here for a while, then leaves and goes to college, then they come back to the City to continue with the City and raise a family, and maybe they don't plan to make it to 60, but they go along with it, will the money they made when they were in school go towards their retirement. City Manager Ladner stated part time employees are not eligible for the City's retirement. Councilmember Richards stated what if they come in as full time and they don't want to join the union. City Manager Ladner stated this only is in regards to new full time administrative employees. Councilmember Kivell asked if the number is decided upon, can it be changed in the future. City Manager Ladner stated that number can be changed by the employee and the change will be matched by the employer. Councilmember Kivell asked for clarification if a current fulltime member changed positions, would they have to be in the new plan. City Manager Ladner stated if a current employee changed positions, they would not be viewed as a new hire, it would be their decision if they chose to change plans. Councilmember Parisien stated she understands the benefit of contributing to your retirement, but her reservation is telling people what they have to do with their money such as requiring them to contribute 5% of their wages. Mr. Waugh stated by being a little parental about this in some ways, ensures they at least have some money when they want to retire, but if you don't you could end up with people that need to retire, but they can't, and people that don't want to be here but they have to be. Councilmember Kurtzweil asked if Mr. Waugh have seen the retirement bills at the State. She stated they are moving forward with tackling these legacy issues. She stated it is time for us to do something about this. She stated she spoke with a few ERISA attorneys and they agree this is a good plan. Mr. Waugh stated it is in line with other communities. Councilmember Kurtzweil stated she understands the numbers part of it as well as the unfunded liability part of it. She stated the numbers appear to be reasonable. She stated she and her husband are putting away as much as they can for their retirement. She then asked if a few years from now and the City gets their finances under control, can the City change the match number from 3% to 4%. Mr. Waugh stated yes, we are not locked into this number. Councilmember Kurtzweil asked Lynne if she looked at this in terms of the budget. City Manager Ladner stated she has, and any money that would have been contributed to the former employees, we will be spending that money towards our unfunded liability. It was then clarified that there will be no change in plans if a current employee is moved to a non-union position unless that employee chose to change. Councilmember Kurtzweil asked if this plan has a multiplier. Mr. Waugh stated it does not, this is like a 401K. Councilmember Kurtzweil then stated this is the kind of plan Lyon Township employees have and they have excellent employees in Lyon Township. She stated she doesn't

think what the retirement plan is dictates the kind of employees you get. Mayor Pelchat stated his concern is we weren't going to be able to offer the percentage. He stated while he sees the 5% possibly being a problem, it is the lesser of two evils because with additional matching we can offer people a job getting them close to what they should be saving for retirement. He further stated when you think about municipal jobs, you think of people that work hard and are committed, but you also want to be able to retire and enjoy your golden years. He further stated this is a small group but will get the ball rolling on this. Attorney Wilhelm stated the resolution explains why they are doing this, and this will close the DB plan for new hires and establish the new plan. He stated this resolution also establishes the new DC+ plan. Further discussion was held regarding the DC+ plan. Mr. Waugh stated you can pick and choose how you want to define compensation regarding if it includes base wages only, gross or some other customized number. He further stated there is no best practice. Councilmember Kivell asked if the list included was produced by the City. Attorney Wilhelm stated the list includes longevity, vacation, holiday, workers comp, weekly benefits, short and long-term disability and that is all included currently in the DB and will be included in the DC+ plan. Mr. Waugh stated there would be a spike in contribution when they receive their buyout, but it will not be a long-term legacy cost that you will have to continue to pay on. City Manager Ladner stated the only item she would question on the list is the short and long-term disability because of how it is handled now. She stated the employee signs over their disability check, then receives full compensation of their regular income. Attorney Wilhelm stated he thinks that is still a cash to cash issue, if they didn't sign over their check, it would be considered as compensation for that period. City Manager Ladner stated she doesn't know of anyone that has ever chosen to do that. Councilmember Parisien asked for clarification on the two resolutions. Mr. Waugh stated if an employee who is currently in a DB plan and is promoted, transferred or rehired they would be able to go into the whatever the closed DB plan would be as long as there is one active participant working there. Councilmember Parisien clarified that the 5% will be taken out of each paycheck, as well as the City contribution. Mr. Waugh stated basically for every \$100.00 you make, \$5.00 will be taken out of your paycheck. He stated that will be the pre-tax amount and it would probably feel like \$4.00. Councilmember Kivell stated this is what we were hoping to transition to, and it starts small and if there are any misgivings we can attend to it. No one will be hurt by this. He further stated he wants to make sure we correct the 6-month probation period in the resolution. Attorney Wilhelm stated the revised resolution is correct, the 6-month probation period was stricken. Councilmember Richards stated this is a small step in the right direction, but it doesn't solve the problem.

CM 12-5-17 MOTION TO ACCEPT REVISED RESOLUTION CHANGING MERS PLAN FOR NEW HIRES AND NON-UNION ADMINISTRATIVE EMPLOYEE DIVISION

Motion by Richards, supported by Kivell

Motion to accept the revised resolution changing the City of South Lyon MERS plan for new hires and the non-union administrative employee division and designate the City Manager to sign documents

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Consider changing air conditioning and furnace permit fee to one permit and fee of \$80.00

CM 12-6-17 MOTION TO MODIFY FEE SCHEDULE TO REFLECT \$80.00 FEE FOR RESIDENTIAL FURNACE AND A/C REPLACEMENTS

Motion by Kivell, supported by Kurtzweil

Motion to modify fee schedule to reflect \$80.00 fee for residential furnace and A/C replacement

VOTE:

MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Cable Commission Update

Steve Kaukonen, Rich Perry, and Amber King of the Cable Commission were present to give Council an update. Mr. Kaukonen stated their Charter is two-fold. One is to facilitate the development and operation of the local access channel, they don't set procedure and policy, but they are here to help. Second is to provide the tools and technology to make the best of the channel. He further stated in FY 2017 we have done a decent job with getting more content on the channel. He stated most of the content was produced by the Cable Channel, but they need more volunteers to assist with content. He further stated it would have been nice to have someone cover the Cool Yule event, not just the parade. There are so many events and happenings in our town, it is not easy for just the 3 of us to gather all the content. Mr. Kaukonen stated we are now able to schedule the content on the channel to begin at the top or bottom of the hour, therefore there is more of a regular schedule. He further stated we have provided some of the content on a YouTube channel for people that can't get the cable channel. He stated their biggest challenge is time and content. We would like to find ways to find more volunteers to help with the content. Mr. Perry stated content acquisition is the biggest need. We are exploring what other communities are doing such as underwriting for local businesses. We are discussing having a slide or something to mention any local businesses that are contributing to the channel at the top of the hour. We have had some communication with the community and it has been positive. He further stated there is a lot of things going on in our community, and there is so much more to these activities that can be added to the channel. He stated they are hoping to have some money coming in by having a tiered payment system for footage of events. He stated it will be a small amount of money. He further stated many other communities do this and we are hoping to do the same. Councilmember Parisien asked if the cable commission will be deciding the tier of the level of content. Mr. Kaukonen stated it will be decided by the cable commission. He further stated he would like us to be able to put out there what content we are looking for, and hope that someone will be interested in doing so. Mr. Perry stated if someone comes to them with a high-level production, we will not blindly do so, but if someone wants to cover things that are non-profit, we can discuss the tier level with them. Councilmember Parisien asked if they reached out to local universities for interns or volunteers. Mr. Perry stated they aren't ready to do so yet, they need to have something in place first. Councilmember Parisien asked if they are still looking for grants. City Manager Ladner stated she has looked but has not seen anything. Mr. Perry stated this entity is not a 501c3 so we probably won't be eligible for most grants. Councilmember Parisien stated she is a huge proponent of this because this is technology, this is the future, and this is how everyone gets their information. She stated she wishes they could get some grant money. Ms. King stated we are still relying on the community and if the content is out there and you want to give that to us, we can put it together. It would be great to get all of Pumpkinfest, not just one of them filming the parade. We really need volunteers. Councilmember Kurtzweil stated the Cultural Arts Commission could have filmed their exhibits and handed that in to be used on the cable channel. Mr. Perry stated they could have. Councilmember Kivell stated the Cable Franchise agreements don't have PEG monies and he believes if the Cable Commission has a wish list, and could generate some form of document that would outline where some kind of backing from those entities would be applied. He thinks they may entertain an offer to support the local cable channel. He stated there was angst at the beginning about how the submissions had to be screened, and is there now a process for things to be vetted before they go on air. Mr. Perry stated in the future if we are able to

dispatch a few productions a week, we will have a waiver in place and a form stating viewing the content is applicable to the best interest of the community.

Mayor Pelchat thanked them for their update. He stated it was huge to get a schedule going that starts at the top of the hour each hour so people can see when certain things are on. He stated the updates on the Facebook page is great. He further stated it is great to see that game plan moving forward with underwriting because he knows they will do it. Mayor Pelchat stated he will do the best he can to get the word out that the Cable Commission needs volunteers. Councilmember Richards stated he never understood why the younger people aren't flocking to them and coming out with content. He thanked them for all their hard work.

2. Discussion related to joint public safety building and possible funding options

City Manager Ladner stated she was asked to add this to the agenda by Councilmember Parisien. She stated this was part of the discussion during the strategic vision session. She stated HRC provided a preliminary plan outlining what manner we could make this happen. She further stated this would be a 3-phase project. She stated she has found a low interest loan program which this would qualify for as well as the USDA rural development loan program through the federal government. She further stated she discussed this with the USDA in Flint and due to the median income in South Lyon, we would not qualify for grant funding through USDA, but we could qualify for a 3 ½% loan. She stated the loans can be up to 40-year loans which spreads it out longer than the bonds which would be 20-30 years. Councilmember Parisien stated she asked for this to be added because this was discussed at the strategic vision session with Council and the department heads and everyone was interested in this. The current location is not ideal, the space is small, congested and both buildings are in bad condition and are very old. She further stated we need to consider the upkeep of the buildings over the years, or if we should invest in a complex that is away from the downtown to allow new businesses to come to town. She stated this is inline with the master plan. She further stated this would be a service to our community and it would provide faster service as opposed to the Fire trucks having to make the turn by the South Lyon Hotel. Councilmember Parisien stated she appreciates Chief Collins and Chief Kennedy for having this plan done. This will enhance South Lyon, but given our financial issues she understands this may not be feasible. Chief Collins stated the buildings are between 25 and 50 years old and constantly need upkeep. He stated they need a new roof on one of the Police buildings. He further stated the other Police building is too small and has been for a long time. He further stated Councilmember Parisien spoke very well of the traffic and congestion issues. That is more important to the Fire Department because the Police cars are usually on the road already. He further stated the Fire Department trucks have issues with response time being extremely important and they have the complication of the turning radius. We would love to be in a joint building with the Fire Department and possibly include some public meeting rooms since the community center project couldn't be accomplished. He stated they would like to be south of Wendy's because that would also add some security for the park as well because of the close proximity of the Police Department. Councilmember Richards stated this answers his major question, wondering whose idea this was. It was the previous Council to look into this, not HRC. He stated we are revisiting this, and he agrees with all of it but it doesn't seem feasible. Councilmember Kurtzweil states she agrees with the vision that there be a joint facility for Police and Fire, but she doesn't know how this can be paid for and it is irresponsible to move forward with this until we see where we stand financially. It is hard to justify brand new buildings for 17 employees plus Fire, and we are potentially looking at pushing 5.1 million dollars pension liabilities out into the community. It has to be paid down. She stated she isn't disagreeing with this, it is needed, but this is not the time. She further stated this is a timing issue, and visions doesn't mean you get what you want today. She stated if you want this it is a 3-5-year plan, she wants to see that in a budget. At this time, her opposition is solely in the cost. Councilmember Parisien

asked if this can be budgeted for, or can we ask the voters to vote on this. She stated she thinks if we allow the voters to speak to this, and if they want it we could put money toward it. She further stated we shouldn't let this go easily. It may not be fiscally responsible at this time, but we need to find another way. What better investment to our downtown to move Police and Fire to a better location for better response times, and to allow new businesses to come into the downtown. She further stated if we are trying to move South Lyon forward we are doing it at a snail's pace. She further stated she believes if we ask the voters they would like it. Councilmember Kurtzweil stated she agrees, she has discussed this with Lynne. She further stated they discussed a dedicated mill and to let the voters decide. It is coming out of their pocket and if they want to pay for a new facility that is ok. She further stated she also believes we can get some operating money for salaries and things like that. She stated Lyon Township does that as well. City Manager Ladner stated they have an operating mill, this would be a capital facility expenditure and an operating mill. Councilmember Parisien stated this would be investing in the Police, Fire and the downtown all at the same time. This is something she thinks the voters would pass. She stated this is a good opportunity. She doesn't want to keep investing in the old buildings, she would rather invest in a new facility. Councilmember Richards stated he agrees with everyone. He further stated if you go through Plymouth Township Hall and look at their facilities for Police and Fire, it is a huge setup. He stated sandstone buildings, marble floors and archways, it is stunning. He would like that for South Lyon, but he doesn't see how to pay for it. He further stated we can do something. He further stated we should get the input of the people. He further stated it needs improvement. Councilmember Richards stated when they built that, it was the greatest thing. He went to the open house, at the time they were working out of a trailer. He further stated it was a wonderful transcendence to a new building. He further stated he doesn't see this happening in a decade. Mayor Pelchat stated everyone has good points and opening up that property would be great. He stated he is glad this was brought up and this is a good way to get the ball rolling, but everyone is also aware of the financial issues we are having, but lets get the word out and see what the voters have to say. City Manager Ladner stated if we are looking at both mills, are we looking at shifting all of the operating costs to a millage, and are Councilmembers aware of how much of our budget goes towards those two services. Councilmember Kurtzweil stated she would present Council with options. She stated she would like to see a series of alternatives. Look at what it would cost of \$150,000 operating costs came from a mill and then the funding of a 10-year mill for the construction. She stated this will be construction costs only, we already have the property. Then look at the mills if you increase the mills for Fire and Police, or just look at Police. She further stated the legacy costs are destroying the budget. Councilmember Kivell stated we have a park master plan and that land is already spoken for, and he thinks Parks and Recreation may have another opinion on this. Councilmember Parisien stated we need to send out information on this as well as have meetings. We need to educate people. Councilmember Kurtzweil stated a ballot initiative is needed for this. Councilmember Parisien stated she wanted to thank Police, Fire and HRC for following through with this, and she is disappointed this is just now being discussed. She further stated even if this fails, at least we can say we looked at it and gave it a good faith effort. Councilmember Kivell stated this is a starting point, and eventually something will have to take place. He further stated the notion to think we can supply some valid information overnight is ridiculous. There will be many discussions needed to accomplish this. Councilmember Parisien asked if this can be discussed again in February.

3. Consider approval of Oakland County IT agreement

City Manager Ladner stated this has been approved in the past, but we are now asking for use of the GIS services as well as authority for contractors, such as HRC and CIB have access to the County's GIS system as well. She stated there is no charge for this, but they do require us to sign this agreement stating we understand the rules of being involved. Attorney Wilhelm stated this basically adds to the current

contract we have. Councilmember Richards stated he didn't understand this agreement and he spoke with Phil Wiepert and he explained that we are already on board with this and if we tried to do some of these things on our own it would cost thousands. He further stated the County does this for many communities and it is a magnificent service and we need to partake of this.

CM 12-7-17 MOTION TO APPROVE THE OAKLAND COUNTY IT SERVICES INTERLOCAL AGREEMENT EXPANDED SERVICES

Motion by Richards, supported by Kivell

Motion to approve the Oakland County IT Services interlocal agreement expanded services

VOTE: MOTION CARRIED UNANIMOUSLY

4. Consider resolution changing the nominating petition deadline to coincide with Michigan Election Law

CM 12-8-17 MOTION TO APPROVE THE RESOLUTION CHANGING THE CITY OF SOUTH LYON NOMINATING PETITION DEADLINE TO COINCIDE WITH MICHIGAN ELECTION LAW

Motion by Kivell, supported by Kurtzweil

Motion to approve the resolution changing the City of South Lyon nominating petition deadline to coincide with Michigan Election Law

VOTE: MOTION CARRIED UNANIMOUSLY

5. Consider cancellation of 2nd meeting in December scheduled for December 25th
City Manager Ladner stated each year it is up to Council to decide if we cancel the second meeting in December, this year the 2nd Monday will fall on December 25th, Christmas Day. She stated it has been Councils past practice that we cancel the 2nd meeting. Councilmember Kivell stated we don't have anything very pressing right now.

CM 12-9-17 MOTION TO CANCEL 2ND MEETING IN DECEMBER

Motion by Kivell, supported by Parisien

Motion to cancel 2nd meeting in December

VOTE: MOTION CARRIED UNANIMOUSLY

BUDGET

City Manager Ladner stated she has finished one portion of the spreadsheet and she is passing it along to the bookkeeping department to put in the audited numbers and hoping that will be done in the next week. She further stated she received a budget proposal for the Fire Department from Chief Kennedy. She stated she is hoping to meet with the department heads soon and meet with Council in January. Councilmember Kurtzweil stated she has looked at her notes for the past 2 years and she has a list of her concerns. She stated she would like to see a plan for dealing with the unfunded liability of the City, she doesn't care what it is termed out to, but she wants to see a plan. She stated she wants to see a line item for the buyout liability for Chief Collins. She further stated she wants to know if the current mill will be sufficient for the next cycle of the debt bond, it can be changed and even if we are short, she would like to see it adjusted to cover that sewer debt. She wants to know when the mills will fall off for the parking lot from the DDA, and if we moved those mills to the general fund operating budget how much more revenue we will have. She stated we could use that towards the unfunded pension liability or towards Volunteer Park. She stated she wants to see a good analysis for the water department and the trend for tap in fees. She stated if the trend is going down, that source of revenue is going down, she wants to know

how we will budget to take care of the water and sewer repairs. Councilmember Kurtzweil stated she would like to see an updated resolution apportioning how much of tap fees goes into this fund and how much goes elsewhere. She stated it is probably time to update the enterprise resolution policy and decide how much of the water tap fees go into this fund. She stated we will need an updated utility analysis of the water and sewer rates, and she would also like to know how much additional revenue will be generated if we raise the admin fee from \$6.00 to \$10.00. She also stated she would like to know where we fall with our untreated water charge and if we are in comparison with other communities. She further stated there is new legislation coming out dealing with house bill 529825313 which is the big revisions that are coming with OPEBs. She stated you can google this for the legislative analysis. She stated some of the funding requirements begin in 2018. She stated this deals with post-retirement benefits and she wants to know what our budgeting will be for that. She further stated she wants to know in January if we have complied with the auditors concerns and she wants them all corrected. She further stated she wants to know if the school will be doing with their millage rates. That is why the impact of our mill increase wasn't felt as much is because the school lowered one of theirs. Councilmember Kurtzweil asked how many hours the Fire Chief works. City Manager Ladner stated 30-35 hours per week. Councilmember Kurtzweil stated that is the only department that doesn't have a full-time department head and she would like to see a discussion on gaining a full time Fire Chief. She stated she spoke with Mike Kennedy and he felt this position could be a full-time job. She further stated if we need to give up an employee in another department for this position, she is willing to discuss this. Councilmember Kurtzweil stated she spoke with Plante Moran and they are willing to give a free 2-hour seminar on general governmental finance on a Saturday if anyone else is interested.

MANAGERS REPORT

City Manager Ladner stated she would like to remind everyone that City Hall will be closed on December 25th, December 26th, as well as January 1st and 2nd. She further stated the Chamber of Commerce is holding their Holiday Gathering at the South Lyon Hotel if Council is interested in going it is this Thursday and there is a \$10.00 fee. She stated today was the deadline for application for the water/dpw superintendent position, and she is hoping to do interviews over the next few weeks and have a conditional offer for someone by the end of the year. City Manager Ladner stated DTE will be doing some tree trimming along a single power circuit and they will be reaching out to the residents to inform them. She further stated she will have a map of the area online and on our website. City Manager Ladner then wished everyone a Merry Christmas and Happy Holidays.

Councilmember Parisien asked if she will be incorporating the opinions of the current employees when looking at the applications for the superintendent position. City Manager Ladner stated she originally planned on doing so, but we have received a few applications from current employees which could make it difficult. She then stated she has discussed this with Bob Martin and he has offered to assist her with this. Councilmember Parisien stated she is happy to hear that. Councilmember Parisien asked if the weekly reports will be coming soon. City Manager Ladner stated she has a few ready to go but she was waiting for one from the Fire Department.

COUNCIL COMMENTS

Councilmember Richards stated he appreciates being on Council and his goals for 6 months to a year will be damage control and to save money. He further stated he will have new ideas in the future and he will bring them forward and some of which on the surface will cost some money, such as the item that was discussed tonight with the service center. He has thought about that for years and he has ideas that can save us hundreds of thousands of dollars. He further stated he has other ideas that he will bring forward

later, he wants to ease into things. We can make our improvements come true without just talking about them. Councilmember Richards stated he was a tree man for years, and he knows Normar is the service agent for our DPW and he has talked to the crews, but where are their bills or charges to the City on the ledger, he hasn't seen them. He asked how they are billed to the City because he knows each tree is between \$600 and a \$1,000. City Manager Ladner stated they are paid under the DPW and they will always show on the bill registry unless they are coming under a different name. Councilmember Kivell stated they have been on the registry but we don't pay until they bill us. Councilmember Richards stated he has seen some of the trees come down in the last month. City Manager Ladner stated just because they are in the City working, doesn't mean they are doing the work for the City. Councilmember Richards stated the ones he was focusing on was when they were removing trees in the easements by the Presbyterian Church. There were 2 large trees removed. City Manager Ladner stated the City has not contracted to remove any trees along Lake Street and that is a County Road so that could have been the Road Commission that contracted them. Councilmember Richards stated she could be right, he just hasn't seen the bills on there.

Councilmember Kivell stated he doesn't recall HRC being the one doing the inspection for the water tower. City Manager Ladner stated Dixon was the contractor for the inspection, but they don't do bid specifications. Councilmember Kivell stated he wants to wish everyone a Merry Christmas and happy holidays.

Councilmember Kurtzweil stated she wants to say she has been in A Good Day Café a few times and she knows everyone is excited for it to open. She further stated she had coffee with Gary Fagin and his daughter was there with her staff and they are very excited. It will be a great addition to the City. She stated they have salads, sandwiches along with gluten free food. She stated she wants to welcome Jennifer and A Good Day Café to the City. Councilmember Kurtzweil thanked Biggby Coffee for having Melissa Baker as their guest barista and a portion of the proceeds went to the South Lyon Youth Assistance. She stated the holiday lights in town look great and Hidden Creek is known as the Christmas subdivision and the whole subdivision is lit up and it looks great. She then thanked her neighbors for taking their time to prepare the subdivision for everyone. She also stated the Christmas lights downtown look great. Councilmember Kurtzweil wished everyone a merry Christmas and a happy Hanukkah and a happy new year.

Councilmember Parisien wished everyone a merry Christmas and a happy new year. She then reminded everyone to shop local.

Mayor Pelchat wished everyone a merry Christmas and happy holidays. He then thanked Ron Brock and Ron Beason for the tour of the water plant. He stated you know people are doing a good job if you don't know who they are.

ADJOURNMENT

CM 12-10-17 MOTION TO ADJOURN

Motion by Parisien, supported by Kurtzweil

Motion to adjourn meeting at 10:07 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted

12-11-17

Mayor Pelchat

Clerk Lisa Deaton

DRAFT

12-11-17

SPECIAL SOUTH LYON CITY COUNCIL MEETING
DECEMBER 21, 2017

Mayor Pelchat called the meeting to order at 6:30 p.m.

Mayor Pelchat led those present in the Pledge of Allegiance

Present: Mayor Pelchat, Councilmembers; Kivell, Kurtzweil, Parisien, and Richards

Also Present: City Manager Ladner, Chief Collins, Clerk Deaton and Attorney Wilhelm

Councilmember Walton arrived at 6:33 p.m.

AGENDA

Councilmember Kurtzweil stated she would like to add an action item to the agenda for the name of the person that will fill in as interim City Manager in Lynne's absence. She stated we need to ensure we have someone in place until we make a final decision on a temporary replacement. City Manager Ladner stated she will be available until January 4th. Councilmember Kurtzweil stated we need to have a motion for someone to act as interim as of midnight on January 3rd, 2018 until Council fulfills the vacancy. She stated we need to ensure a smooth transition so there is no gap because someone needs to be in charge. Councilmember Kivell stated he is ok with a discussion of said motion.

CM 12-1-17 MOTION TO ADD AN ACTION ITEM TO THE AGENDA FOR APPOINTING A TEMPORARY INTERIM CITY MANAGER

Motion by Kurtzweil, supported by Walton

Motion to add action item to agenda for appointing temporary interim City Manager

ROLL CALL VOTE:

Kivell- No

Kurtzweil- Yes

Parisien- Yes

Richards- Yes

Walton- Yes

Pelchat- Yes

MOTION CARRIED

PUBLIC COMMENT- None

NEW BUSINESS

1. Acceptance of resignation of Councilmember Rzyzi

CM 12-2-17 MOTION TO ACCEPT COUNCILMEMBER RYZYI'S RESIGNATION

Motion by Parisien, supported by Walton

Motion to accept Councilmember Rzyzi's resignation

Attorney Wilhelm stated he has provided confidential information to Council explaining they have 30 days per Charter from the date his resignation is accepted. He suggests Council decides on the procedure they want to follow before accepting his resignation because the 30-day clock will start once it is accepted. Councilmember Parisien asked if we should switch items #1 and #2 under new business. Attorney Wilhelm stated we could table item #1 until after item #2, or we could make a motion to do so.

CM 12-3-17 MOTION TO TABLE MOTION UNTIL AFTER ITEM #2

Motion by Kurtzweil, supported by Walton

Motion to table the acceptance of Councilmember Rzyzi's resignation until after item #2 is completed

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Discussion and adoption of process to fill Council vacancy

City Manager Ladner stated she laid out a few options in a memo earlier this month, such as appointing the next highest vote getter, or the next highest Mayoral write in candidate, or since there was such a high interest in local government we could ask for a letter of interest and meet with the interested parties with some questions publicly, and then make your decision. She stated other communities have done that as well and we have time to get the word out to people that they have an opportunity to apply. Mayor Pelchat stated due to transparency issues, he believes that will be best as well. There were many people that didn't even know of this meeting tonight. He further stated he has heard of a few people that are interested. Councilmember Parisien stated although our pool is small and talented she thinks it is fantastic so many people are interested and an application process will supply us with more variety, and she agrees, not many people were aware of this meeting tonight and she wouldn't want to have anyone overlooked. Councilmember Kivell stated he is ok with that process as well. Councilmember Richards stated he is ok with that as well, most people didn't know about this meeting because he was told the advertising on our webpage was very small on the webpage. 75% of this town is probably greatly interested and it behooves our role to fulfill our fiduciary responsibility. Councilmember Kivell stated he doesn't believe we will get a lot of people, but he would like to see who is interested, we have some good candidates to look at. Councilmember Parisien asked who will make the questions for the candidates. City Manager Ladner stated Council should come up with the questions. City Manager Ladner stated the board application is available on our website, and we will also have the information available at City Hall and she will have a slide added to the Cable Channel. City Manager Ladner stated it is her intent to have everything posted tomorrow. Discussion was held on the deadline for the applicants to apply. Council decided the deadline will be January 10th at 5:00 p.m. Councilmember Parisien stated they could have a special meeting on Thursday January 18th for the purpose of reviewing/interviewing and discussing the applicants that are interested. Councilmember Richards stated when past Councilmember Selden passed there was a long lapse of time before his position was filled. There wasn't much fuss about it then. Councilmember Kivell stated it was probably within the 30 days. Councilmember Kivell stated he would like the newspaper to have this in the paper a few times before the deadline. Councilmember Parisien stated we can postpone the accepting of the resignation. Councilmember Kurtzweil reiterated the special meeting will be on the 18th and the deadline will be January 10th 5:00 p.m. Attorney Wilhelm asked if they will be interviewing everyone that submits an application. He further stated if so, you have to decide how and how many times you narrow down the number of applicants. The idea if you have 20 applicants and you fully interview each one, it will take a significant amount of time, you may want to think about the procedure you will follow. To avoid any challenges, any discussions held will need to be in an open session. Mayor Pelchat asked if we could use a subcommittee to narrow down the applicants. Councilmember Parisien asked if we give each person 5 minutes, and we keep our questions tailored and if everyone has their information in by the 10th and if we have many applicants we will have an idea. She wants to make sure everyone has their opportunity to speak. She stated we could readdress this after we see how many applicants we have. Councilmember Kurtzweil stated this is a simple selection process. She knows what criteria she is looking for, she won't have a lot of questions for someone that doesn't meet the skill set she is looking for. She stated we need to be fluid and flexible. If we need another night

after the 18th we could do that at the next Council meeting. Attorney Wilhelm stated you will just need to make sure if you give them a time limit, it has to be made clear and for each person. Mayor Pelchat stated we don't have to accept the resignation tonight due to the 30-day deadline. Councilmember Kivell stated we can accept the resignation the same night we appoint someone.

CM 12-2-17 MOTION TO ADOPT PROCESS FOR FILLING COUNCIL VACANCY OF COUNCILMEMBER RYZYI

Motion by Kurtzweil, supported by Richards

Motion for Council to adopt the following process to fill vacancy of Councilmember Ryzyi,

1. All candidates must submit a letter of interest, a resume, and completed City Board application normally used for fulfillment of Commission seats
2. Candidate packet must be delivered to Attn: of Interim City Manager by Wednesday January 10th, 5:00 p.m.
3. Council approves and designates Thursday January 18th as a special meeting held for the sole purpose of reviewing/interviewing and discussing interested applicants in being appointed to fill the position.

VOTE:

MOTION CARRIED UNANIMOUSLY

Attorney Wilhelm stated you need to take the original motion regarding the resignation from the table.

CM 12-3-17 MOTION TO REMOVE ORIGINAL TABLED MOTION

Motion by Parisien, supported by Kurtzweil

Motion to remove the original motion currently on table of accepting the resignation of Councilmember Ryzyi.

Attorney Wilhelm stated it is now on the table. City Manager Ladner stated she could remove her motion from the table and Council just not take action on it. No action was taken by Council.

3. Replacement of City Manager during leave of absence

City Manager Ladner stated she has a serious health issue and will be out of the office for 4-6 weeks. She apologizes for this, but her physician asked her to do this over a month ago. She stated she has made an offer for a new Fire Chief and he is scheduled to begin December 27th, he will be working Monday-Friday afternoons and meetings and other times as needed. She stated we are in the process of scheduling the interviews for water and dpw. She is hoping to make an offer before her leave begins. She stated because we will have 2 new department heads, she didn't want to put this onto Chief Collins, so she spoke with MML regarding retired City Managers statewide that work as interim City Managers. Her suggestion is Bill Cousins. She has spoken with him and he is available, he has access to housing therefore there will be no housing reimbursement necessary. She further stated she believes he will be well suited and he is spoken very highly of. He has experience in budgeting, bargaining and has done this type of work before. She has learned a lot from him at presentations he has made at conferences. She stated she is updating her project board so they will be aware of any outstanding projects. Councilmember Parisien stated she has issues with this. She is trying to speed read through all of this information. Choosing someone to run our City after reading through this so quickly is a problem. City Manager Ladner stated she will be available until the 3rd, and the Mayor could handle any issues until the next Council meeting for Council to make a decision. She doesn't want to place the extra weight on Chief Collins. Councilmember Parisien stated she believes there are other people that can fill in temporarily and she would like to see

their resumes, she then said you mentioned the Mayor could step in for a few days, but we have a new Mayor and that seems unwise to burden him with this and she believes Chief Collins could fill in. She stated there was an emergency when you were off previously and it was a mad house. City Manager Ladner stated if there is a true emergency, Chief Collins will be busy with the public safety. Councilmember Kivell stated the Mayor could assist him if that happened. Further discussion was held about the interim City Manager position. Councilmember Parisien recommended Chief Collins for the position. Chief Collins stated he is always willing to help in the short-term future. Councilmember Richards stated we also have a very experienced City Clerk that has been here for years that can assist as well. Councilmember Richards stated he recalls there was a succession chart in the past. City Manager Ladner stated that chart will have to be re-done because we have two department heads that are no longer here. Councilmember Richards asked if the new Fire Chief is aware it is a part-time job. City Manager Ladner stated he is aware. Councilmember Kivell stated he would like to hear from anyone else interested in becoming the interim City Manager.

CM 12-4-7 MOTION TO APPOINT CHIEF COLLINS AS INTERIM CITY MANAGER

Motion by Kurtzweil, supported by Parisien

Motion to appoint Chief Collins as interim City Manager from January 3rd at midnight until another temporary/permanent person is put in place.

VOTE:

MOTION CARRIED UNANIMOUSLY

ADJOURNMENT

CM 12-5-17 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Kivell

Motion to adjourn meeting at 7:21 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted

Mayor Pelchat

Clerk Lisa Deaton

Check Date	Check	Vendor Name	Description	Amount	Status
Bank 01 GEN FUND CHECKING					
12/14/2017	73150	ADVANCED SAFE & LOCK	REPLACEMENT LOCK ON P.D. BUILDING - LAB	210.00	Open
12/14/2017	73151	ARBOR SPRINGS WATER CO., INC.	WATER WATER FOR CITY HALL	6.50 26.00	Open Open
				32.50	
12/14/2017	73152	AVAYA INC.*	WATER DEPT. PHONE SYSTEM	226.26	Open
12/14/2017	73153	MEGAN BLAHA	EMPLOYEE MILEAGE REIMBURSEMENT	37.45	Open
12/14/2017	73154	BLUE CROSS BLUE SHIELD OF MICH	INSURANCE PREMIUM - DECEMBER 2017	33,088.70	Open
12/14/2017	73155	CARL RICHARDS	DECEMBER 2017 - MONTHLY COUNCIL PAY	180.00	Open
12/14/2017	73156	CITY OF NOVI TREASURER	SOUTH LYON DISPATCH SERVICE	30,522.50	Open
12/14/2017	73157	CITY OF SOUTH LYON	WINTER TAX BILLS	84.68	Open
12/14/2017	73158	CINDY CONRAD	EMT LICENSE REIMBURSEMENT	25.00	Open
12/14/2017	73159	CORRIGAN OIL CO.	GAS & DIESEL 11/6/2017 TO 12/4/2017	5,010.80	Open
12/14/2017	73160	DANIEL PELCHAT	DECEMBER 2017 - MONTHLY COUNCIL PAY	220.00	Open
12/14/2017	73161	MATTHEW EMERY	COUNCIL RECORDING - DECEMBER 11, 2017	75.00	Open
12/14/2017	73162	EMPLOYEE HEALTH INSURANCE MGMT	CLAIMS FUNDING ADMIN. & AGENT FEES	9,088.14 777.00	Open Open
				9,865.14	
12/14/2017	73163	FIRST PRESBYTERIAN CHURCH	REIMBURSE FOR COOL YULE EXPENSES	42.36	Open
12/14/2017	73164	FRANK FOGARTY	DECEMBER BOARD OF REVIEW	50.00	Open
12/14/2017	73165	GARY BEASLEY	DECEMBER 2017 BOARD OF REVIEW	50.00	Open
12/14/2017	73166	RUSS GIREBACH	CPR COURSE AND AIR MONITORING COURSE	645.00	Open
12/14/2017	73167	GUARDIAN TRACKING LLC	ANNUAL CONTRACT - SERVICE PERIOD JANUAR	782.00	Open
12/14/2017	73168	GLENN KIVELL	DECEMBER 2017 - MONTHLY COUNCIL PAY	180.00	Open
12/14/2017	73169	MARGARET KURTZWELL	DECEMBER 2017 - MONTHLY COUNCIL PAY	180.00	Open
12/14/2017	73170	LOWE'S	X-MAS LIGHTS & BULBS, X-MAS LIGHT POLE	309.73	Open
12/14/2017	73171	MARTIN'S DO IT BEST	NOVEMBER 2017 STATEMENT SAFETY BOOTS - MORITZ	176.61 154.00	Open Open
			NOVEMBER 2017 STATEMENT	298.03	Open
			NOVEMBER 2017 STATEMENT - HISTORICAL	183.62	Open
				812.26	
12/14/2017	73172	MICHIGAN MUNICIPAL RISK	RETENTION FUND LIABILITY INSURANCE GENERAL FUND LIABILITY INSURANCE	17,000.00 125,678.00	Open Open
				142,678.00	
12/14/2017	73173	MMTA	2018 MMTA MEMBERSHIP DUES RENEWAL	50.00	Open
12/14/2017	73174	MWEA	OPERATORS DAY - 2 EMPLOYEES	440.00	Open
12/14/2017	73175	BRUCE NUSSBAUM	DECEMBER 2017 BOARD OF REVIEW	50.00	Open
12/14/2017	73176	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS TAX - NOVEMBER 2017	465.00	Open
12/14/2017	73177	MICHIGAN.COM	LEGAL NOTICES - ORDINANCES & CDBG	1,935.20	Open
12/14/2017	73178	MARY PARISIEN	DECEMBER 2017 - MONTHLY COUNCIL PAY	180.00	Open
12/14/2017	73179	PETER'S TRUE VALUE HARDWARE	NOVEMBER 2017 STATEMENT	1,116.06	Open
12/14/2017	73180	PITNEY BOWES*	QUARTERLY POSTAGE MACHINE RENTAL INCLUD	682.62	Open
12/14/2017	73181	ROSE WALTON	DECEMBER 2017 - MONTHLY COUNCIL PAY	180.00	Open

01/04/2018 11:32 AM
User: PATRICIA
DB: South Lyon

CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 12/14/2017 - 01/04/2018

Page: 2/4

Check Date	Check	Vendor Name	Description	Amount	Status
12/14/2017	73182	JOSEPH RYZYI	DECEMBER 2017 - MONTHLY COUNCIL PAY	180.00	Open
12/14/2017	73183	SAFEBUILD MICHIGAN, INC.	NOVEMBER 2017 PERMIT FEES	11,891.75	Open
12/14/2017	73184	SOUTH LYON HOTEL	HOLIDAY GATHERING - 12/06/2017	3,064.66	Open
12/14/2017	73185	STATE OF MICHIGAN**	FINGERPRINT CHARGES - AFIS	294.00	Open
12/14/2017	73186	THE UPS STORE	COLOR COPIES & COMB BINDING, RETURN 1 E	206.79	Open
12/14/2017	73187	THE UPS STORE	REFUND - SUMMER TAX 1108 GALLOP LANE SO	4,173.65	Open
12/14/2017	73188	WOW! BUSINESS	PARK SECURITY	62.00	Open
			CABLE SERVICE WITCHES HAT DEPOT MUSEUM	134.80	Open
			INTERNET FOR CITY HALL	46.97	Open
				243.77	
12/15/2017	73189	ARBOR SPRINGS WATER CO., INC.	PURIFIED WATER	45.50	Open
12/15/2017	73190	CITY OF SOUTH LYON	WATER BILL	297.17	Open
12/15/2017	73191	LAKELAND PRINTING	BUSINESS CARDS FOR DAN PELCHAT AND JUDY	304.50	Open
12/15/2017	73192	MICHIGAN MUNICIPAL LEAGUE*	FIRE CHIEF POSTING	43.10	Open
12/15/2017	73193	VISICOM SERVICES, INC.	WIFI ACCESS POINTS	796.68	Open
			REMOTE BACKUP, DNS FILTERING, SPAM FILT	6,471.82	Open
			SERVER BACK-UP, DNS FILTERING, SPAM FIL	910.00	Open
			REMOTE BACKUP, DNS FILTERING, EMAIL FIL	6,033.82	Open
				14,212.32	
12/21/2017	73194	AT&T	SERVICE FROM 12/01/2017 TO 12/31/2017	113.44	Open
12/21/2017	73195	CITY OF SOUTH LYON	WATER BILLING - 214 W. LAKE ST. FOR SER	115.19	Open
			WATER BILLING FOR 219 WIPPLE STREET - S	297.17	Open
			WATER BILLS	286.08	Open
				698.44	
12/21/2017	73196	LLOYD COLLINS	REIMBURSEMENT FOR PETTY CASH	51.58	Open
12/21/2017	73197	CONSUMERS ENERGY	SUMMER TAX REFUND FOR TAX OVERPAYMENT 9	76.28	Open
12/21/2017	73198	LISA DEATON	REIMBURSEMENT FOR PETTY CASH	25.16	Open
12/21/2017	73199	DONNER SIGNS	WELCOME SIGN REPLACEMENT	225.00	Open
12/21/2017	73200	GREAT LAKES ACE HARDWARE	SNOW SHOVELS	49.38	Open
12/21/2017	73201	HURON VALLEY AMBULANCE, INC	BLOOD DRAW	30.00	Open
12/21/2017	73202	ICMA MEMBERSHIP RENEWALS	MEMBERSHIP RENEWAL	741.60	Open
12/21/2017	73203	INTERNATIONAL CODE COUNCIL, INC.	MEMBERSHIP DUES	135.00	Open
12/21/2017	73204	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTION - DECEMBER 2017	211.28	Open
12/21/2017	73205	MICHAEL KENNEDY	REIMBURSEMENT FOR FOOD AT CHIEF INTERVI	114.01	Open
12/21/2017	73206	MICHIGAN MUNICIPAL EXECUTIVES	2018 MEMBERSHIP RENEWAL	130.00	Open
12/21/2017	73207	MICHIGAN MUNICIPAL LEAGUE*	EMPLOYMENT AD FOR UTILITY & PUBLIC WORK	120.00	Open
12/21/2017	73208	MISDU	PAYROLL DEDUCTION - DECEMBER 22, 2017	322.07	Open
12/21/2017	73209	OAKLAND CITY ASSOC CHIEFS OF POLICE	2018 MEMBERSHIP DUES	60.00	Open
12/21/2017	73210	PEOPLE'S EXPRESS	SENIOR TRANSPORTATION FOR OCTOBER AND N	12,730.00	Open
12/21/2017	73211	JUDY PIEPER	EMPLOYEE MILEAGE REIMBURSEMENT	10.11	Open
12/21/2017	73212	POSTMASTER	POSTAGE REFILL FOR ACCOUNT #8000-9000-1	445.00	Open
12/21/2017	73213	SALEM-SOUTH LYON DISTRICT	JANUARY 2018 WATER BILLING	1,132.20	Open
12/21/2017	73214	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT - TAXES DUE TO LIBRARY	447.66	Open
12/21/2017	73215	VANTAGEPOINT TRANSFERS	TAX DISBURSEMENT - TAXES DUE TO SCHOOLS	4,413.24	Open
12/21/2017	73216	VFIS	ICMA 457 PAYROLL DEDUCTION - PLAN # 301	3,246.11	Open
12/21/2017	73217	VISICOM SERVICES, INC.	SUPPLEMENTAL INSURANCE	2,218.00	Open
12/21/2017	73218		24 INCH MONITOR	256.88	Open

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Check Date	Check	Vendor Name	Description	Amount	Status
12/21/2017	73219	SUSAN L. WINTERS	PAYROLL DEDUCTION	161.95	Open
12/21/2017	73220	WOW! BUSINESS	CABLE SERVICE	128.85	Open
12/22/2017	73221	RONALD BEASON	PAYROLL CORRECTION	1,301.92	Open
12/28/2017	73222	RYAN L. CUNNINGHAM	WINTER TAX REFUND - TAX OVERPAYMENT #80	73.13	Open
12/28/2017	73223	ARBOR SPRINGS WATER CO., INC.	WATER	19.50	Open
12/28/2017	73224	CHRISTINE REGENTIK	PAYROLL CORRECTION	32.12	Open
12/28/2017	73225	CONSUMERS ENERGY	NATURAL GAS	395.28	Open
			NATURAL GAS	357.46	Open
			NATURAL GAS - 214 W. LAKE ST.	340.32	Open
			NATURAL GAS - 219 WHIPPLE ST.	299.82	Open
				1,392.88	
12/28/2017	73226	CORELOGIC	WINTER TAX REFUND - TAX OVERPAYMENT	215.27	Open
12/28/2017	73227	CAPITAL ONE COMMERCIAL	ELECTION ITEMS	85.27	Open
12/28/2017	73228	DTE ENERGY	UTILITIES FOR 214 W. LAKE ST. - SERVICE	161.74	Open
			UTILITIES FOR 219 WHIPPLE ST. - SERVICE	453.20	Open
				614.94	
12/28/2017	73229	DTE ENERGY	UTILITIES - 335 S. WARREN SERVICE PERIO	1,302.21	Open
12/28/2017	73230	DYKEMA GOSSETT PLLC	CONFLICT OF INTEREST REVIEW	3,823.50	Open
12/28/2017	73231	JOHNSON, ROSATI, SCHULTZ &	CITY ATTORNEY RETAINER WORK THROUGH NOV	14,116.50	Open
			GENERAL LABOR MATTERS - NOVEMBER 30, 20	3,402.00	Open
			MICHIGAN TAX TRIBUNAL MATTERS - NOVEMBE	1,511.80	Open
				19,030.30	
12/28/2017	73232	LYNNE LADNER	CAR ALLOWANCE - DECEMBER 2017	350.00	Open
12/28/2017	73233	OAKLAND COUNTY TREASURERS	BS & A TAX SUPPORT & CONNECT FEES	799.98	Open
12/28/2017	73234	PNC BANK	X-MAS INVITATIONS & GIFTS, CAC PRINTING	732.22	Open
12/28/2017	73235	CHRISTOPHER SEDERLUND	PAYROLL CORRECTION	282.62	Open
12/28/2017	73236	STANDARD INSURANCE COMPANY	LIFE & DISABILITY INSURANCE	2,473.06	Open
12/28/2017	73237	VISICOM SERVICES, INC.	SHIPPING AND HANDLING OWED FOR DESKTOP	18.88	Open
12/28/2017	73238	WOW! BUSINESS	FIBER OPTIC NETWORK	710.00	Open
01/04/2018	73239	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION - JANUARY 2018 UNION	635.20	Open
01/04/2018	73240	ARBOR SPRINGS WATER CO., INC.	5-GAL. WATER	32.50	Open
			LAB SUPPLIES	45.50	Open
			WATER	13.00	Open
				91.00	
01/04/2018	73241	AT&T MOBILITY	WIRELESS PHONE SERVICE 11/20/2017 TO 12	672.38	Open
01/04/2018	73242	AVAYA INC.*	DPW PHONE SYSTEM	12.58	Open
01/04/2018	73243	BASIC	SECTION 125 FSA MONTHLY FEE - JANUARY 2	550.80	Open
01/04/2018	73244	CONSUMERS ENERGY	SERVICE FROM 11/16/2017 - 12/15/2017	76.33	Open
			UTILITIES SERVICE PERIOD FROM 11/17/201	6,440.52	Open
			SERVICE FROM 11/16/2017 TO 12/18/2017	1,509.89	Open
				8,026.74	

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01/04/2018	73245	DTE ENERGY	UTILITIES - SERVICE PERIOD NOVEMBER 21, SERVICE PERIOD FROM 11/21/2017 TO 12/20 SERVICE PERIOD FROM 11/21/2017 TO 12/20	404.04 100.65 792.47 <u>1,297.16</u>	Open Open Open
01/04/2018	73246	ELECTRICAL CODE SERVICES LLC	ELECTRICAL INSPECTOR PAY - DECEMBER 201	944.25	Open
01/04/2018	73247	DONALD GOTHAM	EMPLOYEE MILEAGE REIMBURSEMENT	56.71	Open
01/04/2018	73248	MISDU	PAYROLL DEDUCTION	322.07	Open
01/04/2018	73249	NEW DIRECTIONS BEHAVIORAL	JANUARY - MARCH 2018 RAP SERVICES	320.63	Open
01/04/2018	73250	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTION - JANUARY 2018 UNION	632.40	Open
01/04/2018	73251	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION - JANUARY 2018 UNION	251.25	Open
01/04/2018	73252	PRINCIPAL FINANCIAL GROUP	DENTAL & VISION INSURANCE - PERIOD JANU	5,265.00	Open
01/04/2018	73253	PROVIDENCE OCCUPATIONAL	D.O.T. PHYSICAL EXAM	62.00	Open
01/04/2018	73254	ROAD COMMISSION FOR OAKLAND	ROAD LEGEND & CROSS WALK STRIPING FABRICATE & INSTALL TRUCK TURN PROHIBIT	2,003.20 7,045.93 <u>9,049.13</u>	Open Open
01/04/2018	73255	ROAD COMMISSION FOR OAKLAND CTY	TRAFFIC SIGNAL MAINTENANCE - OCT. & NOV	1,453.19	Open
01/04/2018	73256	STATE OF MICHIGAN	DRINKING WATER LAB CERTIFICATION FEE	2,610.56	Open
01/04/2018	73257	STATE OF MICHIGAN,	2018 BIOSOLIDS LAND APPLICATION FEE	1,345.54	Open
01/04/2018	73258	TITLECITY	TAX OVERPAYMENT PARCEL #80-21-18-451-07	102.33	Open
01/04/2018	73259	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT - JANUARY 2018 CONTRACT PAYMENT FOR SERVICE PERIOD 12/	84.00 1,526.54 <u>1,610.54</u>	Open Open
01/04/2018	73260	VANTAGEPOINT TRANSFERS	ICWA 457 PAYROLL DEDUCTION PLAN #301149	3,315.66	Open
01/04/2018	73261	WOW! BUSINESS	CABLE SERVICE CABLE SERVICE	10.00 35.97 <u>45.97</u>	Open Open
01 TOTALS:					
Total of 112 Checks:				365,587.60	
Less 0 Void Checks:				0.00	
Total of 112 Disbursements:				<u>365,587.60</u>	

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Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-035.000	ENGINEERING FEES	HUBBELL, ROTH, & CLARK,	SITE PLAN FEES - DECEMBER 22, 2017 ST	133.82	
		Total For Dept 000.000		133.82	
Dept 200.000 ADMINISTRATION					
101-200.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	67.38	
101-200.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	RESTRICTIVE COVENANT 128 S. LAFAYETTE	628.89	
		Total For Dept 200.000 ADMINISTRATION		696.27	
Dept 276.000 CEMETERY					
101-276.000-740.000	OPERATING EXPENSE	FLETSOFT	MECHANIC'S ANNUAL SOFTWARE MAINT. & S	78.33	
		Total For Dept 276.000 CEMETERY		78.33	
Dept 300.000 POLICE					
101-300.000-727.000	OFFICE SUPPLIES	OFFICE EXPRESS	FOLDER, FILE, ARCHIVAL, LTR	378.45	
101-300.000-851.000	RADIO MAINTENANCE	CYNERGY PRODUCTS	REPAIR RADIO MOUNTING BRACKET	120.00	
101-300.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	WASHER PUMP & FLUID PD221	21.81	
101-300.000-863.000	VEHICLE MAINTENANCE	FLETSOFT	MECHANIC'S ANNUAL SOFTWARE MAINT. & S	141.00	
101-300.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	MISC. PARTS	12.49	
101-300.000-863.000	VEHICLE MAINTENANCE	SHARE CORPORATION	MECHANICS SUPPLIES	18.66	
101-300.000-863.000	VEHICLE MAINTENANCE	VICTORY LANE	FLEET OIL CHANGE SERVICE	121.35	
101-300.000-977.000	EQUIPMENT	CYNERGY PRODUCTS	WEAPONS LOCK BOX - VPH. 232 & INSTALL	589.00	
101-300.000-977.000	EQUIPMENT	MICHIGAN POLICE EQUIPMEN	STREAMLIGHT TLRIS WEAPON LIGHT, BLACK	2,305.00	
101-300.000-977.000	EQUIPMENT	VORTEX OPTICS	(2) PATROL RIFLE OPTIC SCOPE @ 155.99	311.98	
		Total For Dept 300.000 POLICE		4,019.74	
Dept 335.000 FIRE					
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	NORTH EASTERN UNIFORMS	UNIFORMS, EMT-MCGOWAN	88.25	
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	PRIORITY ONE EMERGENCY	(3) - 511 STRYKE PANTS, SHIPPING	396.41	
101-335.000-727.000	OFFICE SUPPLIES	GRAINGER	TRASH BAGS, PAPER TOWELS, TOILET BOWL	253.66	
101-335.000-727.000	OFFICE SUPPLIES	QUILL CORPORATION	10 TAB READY INDEX	67.14	
101-335.000-740.000	OPERATING EXPENSE	AMERICAN AWARDS & ENGRAV	RECOGNITION PLAQUES	313.00	
101-335.000-740.000	OPERATING EXPENSE	PETER'S TRUE VALUE HARDW	SCREWS, OIL, DRILL BITS	40.32	
101-335.000-863.000	VEHICLE MAINTENANCE	FLETSOFT	MECHANIC'S ANNUAL SOFTWARE MAINT. & S	94.00	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	AIR FILTER - CAR 1	39.47	
101-335.000-863.000	VEHICLE MAINTENANCE	SHARE CORPORATION	MECHANICS SUPPLIES	12.45	
101-335.000-930.000	REPAIR MAINTENANCE	DOUGLASS SAFETY SYSTEMS	SCBA REPAIR	11.60	
101-335.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC	GLUCOSE STRIPS	143.16	
101-335.000-977.000	EQUIPMENT	WITMER PUBLIC SAFETY GRO	HELMET	310.99	
		Total For Dept 335.000 FIRE		1,770.45	
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	25.98	
101-440.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	92.70	
101-440.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	SNOWLOWER CARBURATOR	166.85	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRE SERVICES	FIRST AID, GLOVES & SAFETY SUPPLIES	196.66	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID SUPPLIES - FIRST AID KIT	26.34	
101-440.000-740.000	OPERATING EXPENSE	STONE DEPOT LANDSCAPE SU	SIDEWALK SALT	337.50	

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Fund 101 GENERAL FUND					
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	HEADLIGHT BULBS	113.70	
101-440.000-863.000	VEHICLE MAINTENANCE	BADER & SONS CO.	SHAFT, SPROCKET, BEARING - JD1575 BRO	1,840.42	
101-440.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	CLUTCH FAN ASSY T-9	1,051.22	
101-440.000-863.000	VEHICLE MAINTENANCE	FLEETSOFT	MECHANIC'S ANNUAL SOFTWARE MAINT. & S	344.67	
101-440.000-863.000	VEHICLE MAINTENANCE	HINES PARK FORD, INC.	ALTERNATOR T-6	208.27	
101-440.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS, INC.	MECHANICS SUPPLIES	279.37	
101-440.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	MISC. PARTS	13.98	
101-440.000-863.000	VEHICLE MAINTENANCE	SHARE CORPORATION	MECHANICS SUPPLIES	45.62	
101-440.000-863.000	VEHICLE MAINTENANCE	WOLVERINE TRUCK SALES, I	HEATER MOTOR T-9	425.21	
101-440.000-935.000	NPDES PHASE 2 STORMWATER	HUBBELL, ROTH, & CLARK,	STORM WATER PERMIT ASSIST. 2017-2018	310.10	
Dept 690.000 PARKS AND RECREATION		Total For Dept 440.000 DEPT. OF PUBLIC WORKS		5,478.59	
101-690.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHNS AT PARKS	404.00	
Dept 732.000 HISTORICAL DEPOT		Total For Dept 690.000 PARKS AND RECREATION		404.00	
101-732.000-802.000	CONTRACTUAL SVCS	MARK G. POPRAVSKY	FALL WINTERIZATION FOR WITCHES HAT DE	90.00	
Fund 202 MAJOR STREETS		Total For Dept 732.000 HISTORICAL DEPOT		90.00	
Dept 478.000 SNOW PLOWING		Total For Fund 101 GENERAL FUND		12,671.20	
202-478.000-740.000	OPERATING EXPENSE	CARGILL, INCORPORATED	ROAD SALT (98.96 TON)	7,521.88	
202-478.000-740.000	OPERATING EXPENSE	LAWSON PRODUCTS, INC.	SNOW PLOW PARTS	170.28	
Dept 491.000 STORM SEWER		Total For Dept 478.000 SNOW PLOWING		7,692.16	
202-491.000-740.000	OPERATING EXPENSE	EJ USA, INC.	CATCH BASIN CASTINGS	336.27	
Fund 203 LOCAL STREETS		Total For Dept 491.000 STORM SEWER		336.27	
Dept 478.000 SNOW PLOWING		Total For Fund 202 MAJOR STREETS		8,028.43	
203-478.000-740.000	OPERATING EXPENSE	CARGILL, INCORPORATED	ROAD SALT (98.96 TON)	4,050.24	
203-478.000-740.000	OPERATING EXPENSE	LAWSON PRODUCTS, INC.	SNOW PLOW PARTS	91.69	
Dept 491.000 STORM SEWER		Total For Dept 478.000 SNOW PLOWING		4,141.93	
203-491.000-740.000	OPERATING EXPENSE	EJ USA, INC.	CATCH BASIN CASTINGS	336.27	
Fund 592 WATER & SEWER		Total For Dept 491.000 STORM SEWER		336.27	
Dept 540.000 WATER / REPAIR		Total For Fund 203 LOCAL STREETS		4,478.20	

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Fund 592 WATER & SEWER					
Dept 540.000 WATER / REPAIR	MISCELLANEOUS EXPENSE	JACK DOHENY SUPPLIES INC	VACTOR PARTS	98.22	
592-540.000-956.000		Total For Dept 540.000 WATER / REPAIR		98.22	
Dept 550.000 SEWER / REPAIR	REPAIR MAINTENANCE	EJ USA, INC.	SEWER LID REPLACEMENT	201.70	
592-550.000-930.000	REPAIR MAINTENANCE	PLUMBERS SERVICE	CABLED SANITARY LINE - 632 LYON BLVD.	387.00	
592-550.000-930.000		Total For Dept 550.000 SEWER / REPAIR		588.70	
Dept 556.000 WATER	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	12.99	
592-556.000-727.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	199.75	
592-556.000-740.000	OPERATING EXPENSE	IDEXX LABORATORIES*	LAB SUPPLIES	1,280.38	
592-556.000-740.000	OPERATING EXPENSE	JCI JONES CHEMICALS INC.	CHLORINE	124.30	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER ANALYSIS - WORK ORDER #20160	1,360.00	
592-556.000-740.000	OPERATING EXPENSE	PRINT-TECH, INC.	CONSUMER CONFIDENCE REPORTS PRINTED	318.49	
592-556.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	GLOVES & PAPER SUPPLIES	112.95	
592-556.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	WTP HS PUMPS VFDS - DECEMBER 21, 2017	8,298.48	
592-556.000-802.000	CONTRACTUAL SVCS	CUMMINS BRIDGEWAY, LLC	WTP & WWTP GENERATOR SEMI-ANNUAL MAIN	1,217.63	
592-556.000-820.000	COMPUTER	USA BLUE BOOK	INTERNET OFFICE SERIES UPS	102.85	
592-556.000-863.000	VEHICLE MAINTENANCE	FLEETSOF	MECHANIC'S ANNUAL SOFTWARE MAINT. & S	141.00	
592-556.000-863.000	VEHICLE MAINTENANCE	SHARE CORPORATION	MECHANICS SUPPLIES	18.66	
592-556.000-970.000	CAPITOL IMPROVEMENTS+	BADGER METER INC.	100 - 3/4" METER HEADS, 6 - 1 1/2" ME	11,634.01	
Dept 557.000 WASTEWATER		Total For Dept 556.000 WATER		24,821.49	
592-557.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	12.99	
592-557.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	BATTERY FOR BASIN BARGE	178.87	
592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	30.90	
592-557.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	GATOR REAR WINDOW	194.26	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, L.L	WW ANALYSIS	285.00	
592-557.000-740.000	OPERATING EXPENSE	CHEMCO PRODUCTS INC.	POLYMER	4,851.00	
592-557.000-740.000	OPERATING EXPENSE	CHEMTRADE CHEMICALS US L	ALUMINUM SULFATE	5,565.98	
592-557.000-740.000	OPERATING EXPENSE	COMPLETE BATTERY SOURCE	SCADA BACKUP BATTERIES	42.42	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	676.63	
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	FUSES & HOSE CLAMPS	206.76	
592-557.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	392.05	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	GLOVES & PAPER SUPPLIES	112.94	
592-557.000-802.000	CONTRACTUAL SVCS	CUMMINS BRIDGEWAY, LLC	WTP & WWTP GENERATOR SEMI-ANNUAL MAIN	1,447.46	
592-557.000-820.000	COMPUTER	USA BLUE BOOK	INTERNET OFFICE SERIES UPS	102.85	
592-557.000-931.000	BUILDING MAINTENANCE	CEI	WWTP ROOF REPAIR	3,100.00	
592-557.000-970.000	CAPITOL IMPROVEMENTS+	BADGER METER INC.	100 - 3/4" METER HEADS, 6 - 1 1/2" ME	11,634.01	
		Total For Dept 557.000 WASTEWATER		28,834.12	
		Total For Fund 592 WATER & SEWER		54,342.53	

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Fund Totals:					
			Fund 101 GENERAL FUND	12,671.20	
			Fund 202 MAJOR STREETS	8,028.43	
			Fund 203 LOCAL STREETS	4,478.20	
			Fund 592 WATER & SEWER	54,342.53	
			Total For All Funds:	79,520.36	

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

REVENUE REPORT FOR CITY OF SOUTH LYON
PERIOD ENDING 12/31/2017
FINANCIAL REPORT FOR DECEMBER 2017

GL NUMBER	DESCRIPTION	2017-18	2017-18	YTD BALANCE 12/31/2017 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/17 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			NORM (ABNORM)	BALANCE	
Fund 101 - GENERAL FUND								
Revenues								
Dept 000.000								
101-000.000-402.000	REAL PROPERTY TAX	3,782,216.00	3,782,216.00	3,706,853.78	321,295.80	75,362.22	98.01	
101-000.000-423.000	SOUTH LYON WOODS TAX	920.00	920.00	1,023.50	93.00	(103.50)	111.25	
101-000.000-446.000	PENALTIES AND INTEREST	9,500.00	9,500.00	7,929.50	3,964.75	1,570.50	83.47	
101-000.000-451.000	BUILDING PERMITS	150,000.00	150,000.00	121,867.00	17,369.00	28,133.00	81.24	
101-000.000-452.000	HEATING & PLUMB. REFG. PERMIT	35,000.00	35,000.00	13,349.00	1,655.00	21,651.00	38.14	
101-000.000-453.000	ELECTRICAL PERMITS	14,500.00	14,500.00	20,021.00	2,365.00	(5,521.00)	138.08	
101-000.000-454.000	LICENSES & BUSINESS MISC.	4,000.00	4,000.00	1,619.00	80.00	2,381.00	40.48	
101-000.000-570.000	STATE SHARED REV.	954,016.00	954,016.00	509,017.01	0.00	444,998.99	53.36	
101-000.000-600.000	BOARD OF APPEALS	0.00	0.00	900.00	0.00	(900.00)	100.00	
101-000.000-630.000	ADMIN FEE PROPERTY TAX	93,000.00	93,000.00	83,533.34	6,976.08	9,466.66	89.82	
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	35,000.00	35,000.00	23,185.00	500.00	11,815.00	66.24	
101-000.000-642.000	POLICE	45,000.00	45,000.00	20,374.97	724.00	24,625.03	45.28	
101-000.000-661.000	PARKING VIOLATION	750.00	750.00	290.00	80.00	460.00	38.67	
101-000.000-662.000	LOCAL COURT FINES	30,000.00	30,000.00	11,574.98	3,042.45	18,425.02	38.58	
101-000.000-664.000	INTEREST	4,000.00	4,000.00	1,876.03	0.00	2,123.97	46.90	
101-000.000-664.200	PARK AND REC. INTEREST	0.00	0.00	380.61	0.00	(380.61)	100.00	
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	0.00	0.00	125.64	0.00	(125.64)	100.00	
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	150,000.00	150,000.00	54,282.85	0.00	95,717.15	36.19	
101-000.000-668.300	LEASE--ANTENNA	45,000.00	45,000.00	19,722.31	3,325.56	25,277.69	43.83	
101-000.000-668.400	RENTAL PROPERTIES	8,800.00	8,800.00	5,472.18	762.03	3,327.82	62.18	
101-000.000-675.200	CONTRIBUTIONS-COOL YULE	0.00	0.00	600.00	0.00	(600.00)	100.00	
101-000.000-675.600	CULTURAL ARTS REVENUES	1,000.00	1,000.00	207.00	0.00	793.00	20.70	
101-000.000-698.000	MISCELLANEOUS	130,000.00	130,000.00	55,190.06	3,544.46	74,809.94	42.45	
101-000.000-698.900	GRANT MONIES-CULTURAL ARTS	1,400.00	1,400.00	0.00	0.00	1,400.00	0.00	
Total Dept 000.000		5,494,102.00	5,494,102.00	4,659,394.76	365,777.13	834,707.24	84.81	
TOTAL REVENUES								
		5,494,102.00	5,494,102.00	4,659,394.76	365,777.13	834,707.24	84.81	
Fund 101 - GENERAL FUND:								
TOTAL REVENUES								
		5,494,102.00	5,494,102.00	4,659,394.76	365,777.13	834,707.24	84.81	

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 12/31/2017

FINANCIAL REPORT FOR DECEMBER 2017

GL NUMBER	DESCRIPTION	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	YTD BALANCE 12/31/2017 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/17 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
200.000	- ADMINISTRATION	1,250,429.00	1,250,429.00	674,921.23	141,877.55	575,507.77	53.98
276.000	- CEMETERY	100,964.00	100,964.00	64,999.74	2,574.47	35,964.26	64.38
295.000	- SENIOR TRANSPORTATION	76,359.00	76,359.00	37,985.00	12,730.00	38,374.00	49.75
300.000	- POLICE	2,585,880.00	2,585,880.00	1,158,436.24	193,101.98	1,427,443.76	44.80
335.000	- FIRE	468,130.00	468,130.00	271,313.95	61,651.94	196,816.05	57.96
346.000	- AMBULANCE	2,075.00	2,075.00	468.68	273.03	1,606.32	22.59
440.000	- DEPT. OF PUBLIC WORKS	807,000.00	807,000.00	323,500.17	54,570.44	483,499.83	40.09
690.000	- PARKS AND RECREATION	162,260.00	162,260.00	80,615.03	13,835.41	81,644.97	49.68
732.000	- HISTORICAL DEPOT	31,375.00	31,375.00	13,748.38	1,633.65	17,626.62	43.82
800.000	- CABLE COMMISSION	4,275.00	4,275.00	0.00	0.00	4,275.00	0.00
802.000	- CULTURAL ARTS	4,720.00	4,720.00	677.38	40.24	4,042.62	14.35
TOTAL EXPENDITURES		5,493,467.00	5,493,467.00	2,626,665.80	482,288.71	2,866,801.20	47.81

Fund 101 - GENERAL FUND:
 TOTAL EXPENDITURES

5,493,467.00 5,493,467.00 2,626,665.80 482,288.71 2,866,801.20 47.81

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 12/31/2017

FINANCIAL REPORT FOR DECEMBER 2017

GL NUMBER	DESCRIPTION	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	YTD BALANCE 12/31/2017 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/17 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 202 - MAJOR STREETS							
212.000	- ACCOUNTANT	4,080.00	4,080.00	5,590.00	0.00	(1,510.00)	137.01
451.000		8,000.00	8,000.00	126.15	0.00	7,873.85	1.58
463.000	- STREET-ROUTINE MAINT.	164,600.00	164,600.00	73,389.79	11,867.48	91,210.21	44.59
474.000	- TRAFFIC SERVICES	27,825.00	27,825.00	2,908.02	110.79	24,916.98	10.45
478.000	- SNOW FLOWING	86,500.00	86,500.00	12,361.19	9,133.56	74,138.81	14.29
479.000	- SNOW REMOVAL	3,700.00	3,700.00	1,056.38	888.95	2,643.62	28.55
485.000	- TRANSFER BETWEEN FUNDS	146,113.00	146,113.00	0.00	0.00	146,113.00	0.00
491.000	- STORM SEWER	9,925.00	9,925.00	2,643.14	387.99	7,281.86	26.63
TOTAL EXPENDITURES				98,074.67	22,388.77	352,668.33	21.76
Fund 202 - MAJOR STREETS:							
TOTAL EXPENDITURES				98,074.67	22,388.77	352,668.33	21.76
Fund 203 - LOCAL STREETS							
212.000	- ACCOUNTANT	4,100.00	4,100.00	5,590.00	0.00	(1,490.00)	136.34
451.000		475,000.00	475,000.00	714.86	0.00	474,285.14	0.15
463.000	- STREET-ROUTINE MAINT.	158,895.00	158,895.00	68,641.88	12,760.66	90,253.12	43.20
474.000	- TRAFFIC SERVICES	6,500.00	6,500.00	1,845.66	110.79	4,654.34	28.39
478.000	- SNOW FLOWING	71,900.00	71,900.00	9,486.54	7,706.08	62,413.46	13.19
491.000	- STORM SEWER	16,375.00	16,375.00	3,011.48	388.75	13,363.52	18.39
TOTAL EXPENDITURES				89,290.42	20,966.28	643,479.58	12.19
Fund 203 - LOCAL STREETS:							
TOTAL EXPENDITURES				89,290.42	20,966.28	643,479.58	12.19

EXPENDITURE REPORT FOR CITY OF SOUTH LYON
PERIOD ENDING 12/31/2017

FINANCIAL REPORT FOR DECEMBER 2017

GL NUMBER	DESCRIPTION	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	YTD BALANCE 12/31/2017 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/17 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER & SEWER							
452.000		0.00	0.00	2,451.22	0.00	(2,451.22)	100.00
540.000	- WATER / REPAIR	145,500.00	145,500.00	33,065.51	3,086.90	112,434.49	22.73
550.000	- SEWER / REPAIR	258,300.00	258,300.00	33,700.43	2,133.66	224,599.57	13.05
555.000	- REFUSE COLLECTION	534,240.00	534,240.00	251,966.12	41,995.56	282,273.88	47.16
556.000	- WATER	1,142,554.00	1,142,554.00	354,665.16	59,818.08	787,888.84	31.04
557.000	- WASTEWATER	1,649,650.00	1,649,650.00	444,364.06	74,546.05	1,205,285.94	26.94
TOTAL EXPENDITURES		3,730,244.00	3,730,244.00	1,120,212.50	181,580.25	2,610,031.50	30.03
Fund 592 - WATER & SEWER:							
TOTAL EXPENDITURES		3,730,244.00	3,730,244.00	1,120,212.50	181,580.25	2,610,031.50	30.03

December 2017 Payroll Report								
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Administration								
Blaha, M.	14.7200	60.75		\$ 894.24	\$ -		\$ 894.24	
Clarelli, J.	16.3700	83.50		\$ 1,366.91	\$ -		\$ 1,366.91	
Deaton, L.				\$ 5,009.38			\$ 5,009.38	
Donohue, R.				\$ 5,229.24			\$ 5,229.24	
Gotham, D.	17.2500	54.00		\$ 931.50	\$ -		\$ 931.50	
Ladner, L.				\$ 6,060.78			\$ 6,060.78	
Lanning, W.	11.0500	34.00		\$ 375.70			\$ 375.70	
Mosier, L.				\$ 4,311.48			\$ 4,311.48	
Pieper, Judy	18.1400	160.00		\$ 2,902.40	\$ -		\$ 2,902.40	
Tiernan, P.	18.4500	81.00		\$ 1,494.45			\$ 1,494.45	
TOTAL: Administration		473.25	0.00	\$ 28,576.08	\$ -	\$ -	\$ 28,576.08	
Cemetery								
Bjerke, Michael	12.0700			\$ -			\$ -	
Brannun, L.	12.8300			\$ -			\$ -	
Lemke, John N.	12.0700			\$ -			\$ -	
Nicholls, William	12.0700			\$ -			\$ -	
Wauford, S.	12.0700			\$ -			\$ -	
Wedesky, J. W.	12.0700			\$ -			\$ -	
Williamson, N.	12.0700			\$ -			\$ -	
TOTAL: Cemetery		0.00	0.00	0.00	0.00	0.00	0.00	
Police								
Baaki, D.	36.2879	168.00	7.00	\$ 6,096.37	\$ 389.10		\$ 6,485.47	
Baker, A.	33.5999	168.00	3.00	\$ 5,644.78	\$ 154.66		\$ 5,799.44	
Baker, J.	36.2879	160.00	16.50	\$ 5,806.06	\$ 913.60		\$ 6,719.66	
Barbour, R.	33.5999	168.00	11.00	\$ 5,644.78	\$ 564.71		\$ 6,209.49	
Brooks, T.	33.5999	160.00	9.50	\$ 5,375.98	\$ 489.76		\$ 5,865.74	
Collins, L.				\$ 7,414.46		\$ 482.49	\$ 7,896.95	Insurance Stipend
Faught, C.	36.2879	160.00	13.50	\$ 5,806.06	\$ 747.49		\$ 6,553.55	
Garris, G.	17.0300			\$ -			\$ -	
Hoydic, S.	33.5999	168.00	19.00	\$ 5,644.78	\$ 979.52		\$ 6,624.30	
Krettilin, F.	17.5400	16.00		\$ 280.64			\$ 280.64	
LaChance, J.	11.3000	111.50		\$ 1,259.95			\$ 1,259.95	
Laraway, P.	17.5400	16.00		\$ 280.64			\$ 280.64	
Ley, K.	17.5400	15.50		\$ 271.87			\$ 271.87	
Morris, Carlie	10.0000	41.50		\$ 415.00			\$ 415.00	
Raap, T.	33.5999	160.00		\$ 5,375.98	\$ -		\$ 5,375.98	
Regentik, C.	19.1500	23.50		\$ 450.03			\$ 450.03	
Sederlund, C.	36.2879	172.00	8.00	\$ 6,241.52	\$ 444.69		\$ 6,686.20	
Sovik, C.	38.8281	164.00	17.00	\$ 6,367.81	\$ 1,009.73		\$ 7,377.54	
Sroufe, T.	33.5999	160.00		\$ 5,375.98	\$ -	\$ 482.49	\$ 5,858.47	Insurance Stipend
Stevens, T.	33.5999	160.00		\$ 5,375.98	\$ -		\$ 5,375.98	
Tomanek, J.	33.5999	160.00	20.00	\$ 5,375.98	\$ 1,031.07		\$ 6,407.06	
Walton, T.	33.5999	168.00		\$ 5,644.78	\$ -		\$ 5,644.78	
Wilcox, W.	12.5000	23.00		\$ 287.50	\$ -		\$ 287.50	
Wilcox, W.	17.5400	16.00		\$ 280.64	\$ -		\$ 280.64	
Wittrock, M.	33.5999	160.00	14.00	\$ 5,375.98	\$ 718.72		\$ 6,094.71	
Total: Police		2719.00	138.50	\$ 96,093.58	\$ 7,443.05	\$ 964.98	\$ 104,501.61	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Fire								
Armstrong, C.	22.3900	22.50		\$ 503.78			\$ 503.78	
Bolsvert, R.	21.2200	2.00		\$ 42.44			\$ 42.44	
Conrad, C.	18.7400	115.25		\$ 2,159.79			\$ 2,159.79	
Dobrick, Zach	9.9800	118.00		\$ 1,177.64			\$ 1,177.64	
Dobrick, Nathaniel	9.1700			\$ -			\$ -	
Dziurgot, A.	9.9800	16.00		\$ 159.68			\$ 159.68	
Enstad, B.	9.1700	6.25		\$ 57.31			\$ 57.31	
Good, Alexander	15.3300	43.50		\$ 666.86			\$ 666.86	
Kennedy, M.				\$ 2,856.26			\$ 2,856.26	
Laitinen, Daniel	15.3300	46.50		\$ 712.85			\$ 712.85	
Madsen, W.	9.1700	53.00		\$ 486.01			\$ 486.01	
Maher, John P.	9.1700			\$ -			\$ -	
McGahan, K.	15.3300	100.00		\$ 1,533.00			\$ 1,533.00	
McGillen, T.	17.6900	1.00		\$ 17.69			\$ 17.69	
McGowan, Cain	9.9800	14.00		\$ 139.72			\$ 139.72	
Moreno, Zachary T.	9.1700	83.50		\$ 765.70			\$ 765.70	
Moyrihan, B.	21.2200	60.25		\$ 1,278.51			\$ 1,278.51	
Noechel, J.	21.2200	68.75		\$ 1,458.88			\$ 1,458.88	
Olando, Michael	18.7400	85.00		\$ 1,592.90			\$ 1,592.90	
Tooman, Brittany	16.5000	92.25		\$ 1,522.13			\$ 1,522.13	
Vliet, A.	9.9800	99.00		\$ 988.02			\$ 988.02	
Weir, M.	23.5800	67.00		\$ 1,579.86			\$ 1,579.86	
Wilson, T.	21.2200	43.25		\$ 917.77			\$ 917.77	
Total: Fire		1137.00		\$ 20,616.76		\$ -	\$ 20,616.76	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
D.P.W.								
Abramowicz, J.	21.4900	160.00	18.5	\$ 3,307.36	\$ 590.68		\$ 3,898.04	
Archey, Je.	24.3500	160.00	37.00	\$ 3,896.00	\$ 1,370.11		\$ 5,266.11	
Brock, R.	25.8900	160.00	28.50	\$ 4,142.40	\$ 1,133.45	\$ 315.00	\$ 5,590.85	On-Call Pay
Buers, D.	24.1300	160.00	4.00	\$ 3,860.80	\$ 149.40		\$ 4,010.20	
Dental, F.	22.6900	160.00	40.50	\$ 3,630.40	\$ 1,378.42		\$ 5,008.82	
Jamison, M.	19.1500	128.00		\$ 2,451.20	\$ -		\$ 2,451.20	
Moritz, M.	22.7500	160.00	9.50	\$ 3,640.00	\$ 331.08		\$ 3,971.08	
Paver, V.	22.3500	160.00	6.75	\$ 3,576.00	\$ 229.70		\$ 3,805.70	
Piasecki, T.	22.3500	160.00	37.00	\$ 3,576.00	\$ 1,335.68	\$ 225.00	\$ 5,136.68	On-Call Pay
Race, J.	20.6300	160.00		\$ 3,133.52	\$ -		\$ 3,133.52	
Valencia, A.	20.2300	160.00		\$ 3,118.72	\$ -	\$ 90.00	\$ 3,208.72	On-Call Pay
Total: D.P.W.		1,728.00	181.75	\$ 38,332.40	\$ 6,518.51	\$ 630.00	\$ 45,480.91	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
W.& W.W.								
Archey, Ju.	19.1500	160		\$ 3,064.00	\$ -		\$ 3,064.00	
Armstrong, C.	21.5000	160		\$ 3,371.12	\$ -		\$ 3,371.12	
Beason, R.	27.8700	160	8.50	\$ 4,459.20	\$ 365.16	\$ 2,193.70	\$ 7,018.06	On-Call Pay, Longevity & Vacation Payout
Blankstrom, D.	18.7100	160		\$ 2,993.60	\$ -	\$ 45.00	\$ 3,038.60	On-Call Pay
Claramitaro, J.	26.2200	160	6.00	\$ 4,195.20	\$ 241.62	\$ 660.00	\$ 5,096.82	On-Call Pay
Erdmann, Kevin	21.5000	160	7.00	\$ 3,321.92	\$ 212.84	\$ 315.00	\$ 3,849.76	On-Call Pay
Gehringer, D.	26.0200	160	16.00	\$ 4,124.80	\$ 622.88	\$ 425.00	\$ 5,172.68	On-Call Pay
Popravsky, P.	21.2400	160		\$ 3,398.40	\$ -		\$ 3,398.40	
Total: W.& W.W.		1280.00	37.50	\$ 28,928.24	\$ 1,442.50	\$ 3,638.70	\$ 34,009.44	
Grand Total		7,337.25	357.75	\$ 212,547.06	\$ 15,404.05	\$ 5,233.68	\$ 233,184.79	



SOUTH LYON FIRE DEPARTMENT

217 WHIPPLE STREET, SOUTH LYON, MI 48178-1113

(248) 437-2616 - SOUTHLIONFIRE.COM

SERVING OUR CITIZENS SINCE 1893



MEMORANDUM

TO: Interim City Manager Lloyd Collins

FROM: Fire Chief Mike Kennedy

DATE: December 26, 2017

RE: Fire Chief Swearing In

I am requesting time prior to the official agenda of the City Council meeting on Monday, January 8, 2018 for the swearing in of the new fire chief.

1. Rob Vogel is sworn in by City Clerk.
2. Wife pins badge on Chief Vogel.
3. Comments by Chief Vogel

AGENDA NOTE

MEETING DATE: January 8, 2018

PERSON PLACING ITEM ON AGENDA: Legal Counsel

AGENDA TOPIC: Amended Ethics Ordinance

EXPLANATION OF TOPIC: In the Ethics Investigation Report prepared by Melvin Muskovitz of Dykema, he indicated he would make separate recommendations amendments and revisions to the City's ethics policies and procedures. The attached redline showing revisions to the City's ethics ordinance is presented for Council consideration and action.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Redline revised ethics ordinance

POSSIBLE COURSES OF ACTION: Place on next agenda for first reading, approve first reading, no action, postpone, direct counsel on revisions

RECOMMENDATION: Place on 1/22/18 regular Council meeting agenda for first reading

SUGGESTED MOTION: Motion that the proposed amendment to the City's ethics ordinance presented by Dykema be placed on the agenda for the 1/22/18 regular Council meeting

ARTICLE III. - OFFICERS AND EMPLOYEES

DIVISION 1. - GENERALLY

Sec. 2-51. - Clerk, assessor, treasurer, health officer and attorney.

The clerk, assessor, treasurer, health officer and attorney shall have the duties and responsibilities detailed for such offices in the city Charter, and this Code and the statutes of the State of Michigan.

(Code 1988, § 1.56)

Secs. 2-52-2-70. - Reserved.

DIVISION 2. - CODE OF ETHICS

Sec. 2-71.-Definitions.

City official means a person elected, appointed or otherwise serving in any capacity with the city in any position established by the City Charter or by city ordinance, other than as an employee.

Compensation means money, property, or anything of value or benefit.

Employee means a person hired by the city, whether on a full-time, part-time, temporary or irregular basis.

Financial interest means any of the following: (a) receipt of, entitlement to, or promise of compensation; (b) an ownership interest in real or personal property (c) status as a partner, member, employee, consultant, contractor or agent of or for a partnership or any other unincorporated entity; (d) status as a beneficiary or trustee in or of a trust; (e) status as a director, officer, employee, consultant, contractor or agent of or for a corporation; and (f) legal or beneficial ownership of 5% or more of the total outstanding stock of a corporation. A city official and employee shall be deemed to have a financial interest if a relative of any official or employee has a financial interest.

Gift means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel, lodging, personal items, and honoraria for speaking engagements.

Relative means a city official or employee, his or her spouse, domestic partner, sibling, parents, grandparents, children, or step-children.

Official duty or official action means a decision, recommendation, approval, disapproval or other action or failure to act by a city official or city employee.

Sec. 2-72. - Declaration of policy.

The proper operation of democratic government requires that elected and appointed city officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals there is hereby established a code of ethics for all city officials and employees. The purpose of this code is to establish ethical standards of conduct for all such officials and employees by setting

forth those acts or actions that are incompatible with the best interests of the city and by directing disclosure by such officials and employees of a financial interest in matters affecting or involving the city. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of the City of South Lyon.

Sec. 2-73. - Responsibilities of public office and employment.

- (a) City officials and employees are agents of public purpose and hold office or employment for the benefit of the public. They are bound to uphold the Constitution of the United States and the constitution of this state and to carry out impartially the laws of the nation, state, and municipality and thus to foster respect for all government. They are bound to observe in the performance of their official duties and actions the highest standards of morality and to discharge faithfully the duties of their office or employment regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.
- (b) All city officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons with whom they have contact, and in the performance of their official duties, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as a public body.

Sec. 2-74. - Dedicated service.

- (a) City officials and employees of the municipality should be loyal to the objectives expressed by the electorate and the programs developed to attain those objectives and should adhere to the rules of conduct and/or work and performance established as the standard for their positions.
- (b) City officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

Sec. 2-75. - Fair and equal treatment.

- (a) *Interest in appointments.* Canvassing of members of the council, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the council.
- (b) *Use of public property.* No city official or employee shall request or permit the use of city-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official or employee in the conduct of official business.
- (c) *Obligations to citizens.* No city official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

Sec. 2-76. - Conflict of interest.

- (a) No city official or employee, whether paid or unpaid, shall engage in any business or transaction or have a financial interest (as defined in Section 2-71), direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
- (b) Examples of conflicts of interest are enumerated below for the guidance of officials and employees:
 - (1) *Incompatible employment or service.* No city official or employee shall engage in or accept private employment or render services in any capacity including, but not limited to as a consultant, contractor or agent, to an individual or entity when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his official duties.

(2) *Disclosure of confidential information.* No city official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the city. Nor shall he or she use such information to advance the financial interest of himself or herself or others, including relatives.

(3) *Gifts and favors.* No city official or employee shall accept any gift (as defined in Section 2-71), from any person who, or entity which, to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the city; nor shall any such official or employee:

a. Accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her duties; or

b. Grant in the discharge of his or her duties any improper favor, service, or thing of value.

Any individual, institution, corporation, organization or service club wishing to bestow a gift, grant, or service to the City of South Lyon or any of its component departments shall make a request for such bestowal at a regularly scheduled meeting of the city council.

(4) *Representing private interest before city agencies or courts.*

a. Except as provided for in b. below, no city official or employee shall appear on behalf of private interests before any agency of the city. No city official or employee shall represent private interests in any action or proceeding against the interests of the city in any litigation to which the city is a party.

b. A city official may appear before city agencies on behalf of constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations. However, no city official or other official or employee shall accept a retainer or compensation that is contingent upon a specific action by a city agency.

(5) *Contracts with the city.*

a. Except as provided in Sections 3 and 3a of Act 317 of 1968 (Contracts of Public Servants With Public Entities), a city official and a city employee shall not be a party, directly or indirectly, to any contract between himself or herself and the city.

b. Except as provided in Section 3 of Act 317 of 1968, a city official and a city employee shall not directly or indirectly solicit any contract (i) between the city and him or herself, (ii) between the city and any firm, meaning a co-partnership or other unincorporated association, of which he or she is a partner, member, or employee, (iii) between the city and any private corporation in which he or she is a stockholder owning more than 1% of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000.00 if the stock is listed on a stock exchange or of which he or she is a director, officer or employee, or (iv) between the city and any trust in which he or she is a trustee or beneficiary.

c. In regard to a contract described in subsection (b)(5)b.(i-iv) above, a city official and a city employee shall not do either of the following: (i) take any part in the negotiations for such a contract or the renegotiation or amendment of the contract, or in the approval of the contract, or (ii) represent either party in the transaction.

(6) *Official duties; Official actions.*

- a. With respect to matters not involving a contract covered by Subsection (b)(5) above, a city official shall not vote on or participate in discussions on a matter before the city council which involves an entity, property or an issue in which the official has a financial interest, or if the official has a financial interest in the outcome of the matter before city council. For example, an official should not discuss or vote on whether or not to (i) condemn, sell, grant a variance, or otherwise affect property, (ii) waive a fee or grant a license, or (iii) approve legislation, with respect to an entity, property or with respect to an issue in which the official has a financial interest.
- b. A city employee shall not make a recommendation, take any action or make any decision on any matter within the scope of his/her official duties with respect to which he has a financial interest.

(7) *Personal Opinions.* No city official or employee of the city shall represent his or her personal opinion as that of the city.

(8) *Business Transactions.* No city official or employee shall engage in any business or transaction in which he or she or a relative may directly or indirectly benefit financially because of his or her official position or because of receipt of confidential information which he or she has obtained by reason of such position or authority.

(9) *Preferential Treatment.* No city official or employee shall use, or attempt to use, his or her official position to secure, request or grant any compensation, privilege, exemption, advantage, or treatment for himself, herself, or others, beyond that which is available to every other citizen. No city official or employee shall influence or attempt to influence the hiring by the city of a relative of a city official or employee.

(10) *City Official's Own Conduct.* No city official shall vote on any questions involving the official's own conduct including those of recusal and discipline.

(c) *Board and Committee Members.* It is recognized that various boards and committees are part of the plan of government for the city. As such, it is further recognized that by virtue of the various requirements for board membership, a member may be placed in the position of participating in a decision that may directly or indirectly affect his or her financial interest. Therefore, those members of the various boards and committees in the city, as they may be established from time to time, shall refrain from participating in any discussion, voting or taking any action with respect to a matter that may, directly or indirectly, affect his or her financial interest.

(d) *Subsequent conflict of interest.* No city official or employee shall acquire any financial interest in or accept any employment with or render any services in any capacity including, but not limited to, as a consultant, contractor or agent, with any entity which, or person who either, (1) has entered into a contract with the city, or (2) was the subject of a matter voted on by the city council (for example, as described in subsection (b)(6)(a) above), within one (1) year of the officer's or employee's participation in any manner in considering, recommending or voting on the approval or disapproval of said contract or matter.

(e) *Duty to Disclose Financial Interest.*

(1) *City Official.* When a matter before the city council involves an entity, property or issue in which a city official has a financial interest, or if a city official has a financial interest in the outcome of a matter before the council, the official shall disclose the full nature and extent of his or her financial interest on the appropriate record of the city prior to discussion or action thereon and shall refrain from participating in any discussion, voting or action thereon, except as allowed under PA 317 of 1968.

- (2) *City Employee.* When a city employee has a financial interest in a matter involving the employee's official duties or in which the employee would be taking an official action, the employee shall disclose the nature and extent of his or her financial interest to the city manager and shall refrain from participating in any discussion or action thereon.
- (3) *Board Member.* When a member of any city board, commission or committee has a financial interest in a matter before the board, commission or committee on which the member sits, the member shall disclose the nature and extent of such interest on the record of the board, commission or committee.
- (f) *Referral to Board of Ethics.* If a city official, city employee or member of a board, commission or committee fails to disclose a financial interest, or who has a conflict of interest, as defined herein, in any matter before the city, and who discloses that conflict on the appropriate records but who refuses to refrain from discussion, deliberation or voting thereon, except as allowed by law, the matter under consideration shall be immediately referred to the board of ethics for a final determination as to the conflict in question and whether the official, employee or board member must refrain from discussion, deliberation, action or voting thereon.
- (g) *Required Disclosure Statement.* Within twenty (20) days of the effective date of this Ordinance, and thereafter, after the election of a city official, and the hiring or appointment of a city employee, or after any change in the facts set forth in the city official's or employee's previously filed disclosure statement, each city official and employee shall file with the city clerk an affidavit and disclosure statement. The city clerk shall provide each city official or employee with the required affidavit and disclosure statement form immediately upon his or her election, employment or appointment.

Sec. 2-77. - Political activity.

- (a) No appointive official or employee in the administrative service shall use the prestige of his or her position on behalf of any political party.
- (b) No official or employee in the administrative service shall orally, by letter, or otherwise, solicit or be in any manner concerned in soliciting any assessment, subscription or contribution to any political party; nor shall he be a party of such solicitation by others. Such appointed officials and employees shall not take an active part in political campaigns for candidates.
- (c) No official or employee, whether elected or appointed, shall promise an appointment to any municipal position as a reward for any political activity.

Sec. 2-78. - Board of ethics.

- (a) A board of ethics is hereby established by the City of South Lyon consisting of five members from the general public who are not personally subject to this code of ethics. The members shall be appointed by and serve at the pleasure of the council. They shall serve four-year staggered terms. Three members of the board shall constitute a quorum and the affirmative vote of the majority of those present shall be necessary for any action. Members may not nominate an alternate or representative to cast votes on any matter coming to the attention of the board. Members of the board shall serve without salary but shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.
- (b) The powers and duties of the board shall be as follows:
 - (1) To recommend from time to time such orders, rules, regulations, and changes as it deems necessary and proper to supplement, administer and implement or amend the provisions of the code of ethics, which recommendations, when approved by the council shall become part of this code of ethics.
 - (2) To investigate and render advisory opinions to city employees and officials or their appointing authorities with respect to any matter or transaction in which said employees and officials are involved concerning the applicability of this code of ethics. The board may publish such advisory opinions with such deletions as may be necessary to prevent disclosure of the identity of the employee who may request such an opinion.

- (3) To investigate any alleged violation of the code by a city employee or official where the appointing authority for the employee or official involved in the alleged violation shall request the board to make such investigation. A written report of the results of the board's investigation shall be made to the appointing authority and the employee or official involved.
- (4) To investigate an alleged violation of the code of ethics upon the written request of the council, or the city manager and to submit a written report to the requesting official and the employee or official involved.
- (5) To conduct informal hearings prior to rendering an opinion or report in any particular matter whenever the board deems it appropriate for a hearing to be held or whenever a city employee or official who may be substantially affected by the opinion or report in the matter requests a hearing. Such hearing may be held by the board itself or by a hearing officer designated by the chairman of the board, whichever the chair deems appropriate in any particular instance. The chair may designate as a hearing officer any member of the board. Whenever a hearing is conducted by a hearing officer instead of the board itself, the hearing officer must submit a written report of the hearing to the board.
- (6) An opinion or report of the board rendered under subsections (b)(2), (3) and (4) of this section may be utilized as a basis for any administrative action appropriate under the circumstances.
- (7) The board of ethics is not empowered to take direct administrative action but, rather, its function shall be solely advisory and investigatory as provided for herein.

Sec. 2-79. - Sanctions.

Violations of any provisions of this code should raise conscientious questions for the city official or employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the city. Violation may constitute a cause for suspension, removal from office or employment, or other disciplinary action.

Secs. 2-80-2-101. - Reserved.

ARTICLE III. - OFFICERS AND EMPLOYEES

DIVISION 1. - GENERALLY

Sec. 2-51. - Clerk, assessor, treasurer, health officer and attorney.

The clerk, assessor, treasurer, health officer and attorney shall have the duties and responsibilities detailed for such offices in the city Charter, and this Code and the statutes of the State of Michigan.

(Code 1988, § 1.56)

Secs. 2-52—2-70. - Reserved.

DIVISION 2. - CODE OF ETHICS

Sec. 2-71. - Definitions.

City official means a person elected, appointed or otherwise serving in any capacity with the city in any position established by the City Charter or by city ordinance, other than as an employee.

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Compensation means money, property, or anything of value or benefit.

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Employee means a person hired by the city, whether on a full-time, part-time, temporary or irregular basis.

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Financial interest means any of the following: (a) receipt of, entitlement to, or promise of compensation; (b) an ownership interest in real or personal property (c) status as a partner, member, employee, consultant, contractor or agent of or for a partnership or any other unincorporated entity; (d) status as a beneficiary or trustee in or of a trust; (e) status as a director, officer, employee, consultant, contractor or agent of or for a corporation; and (f) legal or beneficial ownership of 5% or more of the total outstanding stock of a corporation. A city official and employee shall be deemed to have a financial interest if a relative of any official or employee has a financial interest.

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Gift means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel, lodging, personal items, and honoraria for speaking engagements.

Relative means a city official or employee, his or her spouse, domestic partner, sibling, parents, grandparents, children, or step-children.

Official duty or official action means a decision, recommendation, approval, disapproval or other action or failure to act by a city official or city employee.

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Sec. 2-72~~4~~. - Declaration of policy.

The proper operation of democratic government requires that elected and appointed ~~public-city~~ officials and employees be independent, impartial, and responsible to the people; that governmental decisions

and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals there is hereby established a code of ethics for all ~~elected or appointed~~ city officials and employees, ~~whether elected or appointed, paid or unpaid~~. The purpose of this code is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the city and by directing disclosure by such officials and employees of ~~private a~~ financial ~~or other~~ interest in matters affecting or involving the city. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of the City of South Lyon.

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~~(Code 1988, § 1.115)~~

Sec. 2-~~7273~~. - Responsibilities of public office and employment.

(a) Public-City officials and employees are agents of public purpose and hold office or employment for the benefit of the public. They are bound to uphold the Constitution of the United States and the constitution of this state and to carry out impartially the laws of the nation, state, and municipality and thus to foster respect for all government. They are bound to observe in ~~their official acts the performance of their official duties and actions~~ the highest standards of morality and to discharge faithfully the duties of their office or employment regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

(b) All city officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons with whom they have contact, and in the performance of their official duties, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as a public body.

~~(Code 1988, § 1.116)~~

Sec. 2-~~7374~~. - Dedicated service.

(a) All-City officials and employees of the municipality should be loyal to the ~~political~~ objectives expressed by the electorate and the programs developed to attain those objectives. ~~Appointive officials and employees and~~ should adhere to the rules of conduct and/or work and performance established as the standard for their positions. ~~by the appropriate authority.~~

(b) City officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

~~(Code 1988, § 1.117)~~

Sec. 2-~~7475~~. - Fair and equal treatment.

(a) Interest in appointments. Canvassing of members of the council, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the council.

(b) Use of public property. No city official or employee shall request or permit the use of city-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official or employee in the conduct of official business.

- (c) *Obligations to citizens.* No city official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

(Code 1988, § 1-118)

Sec. 2-~~7576~~. - Conflict of interest.

- (a) No city official councilman or other official or employee, whether paid or unpaid, shall engage in any business or transaction or ~~shall have a financial or other personal interest (as defined in Section 2-71)~~, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. ~~Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.~~

- (b) ~~Specific Examples of~~ conflicts of interest are enumerated below for the guidance of officials and employees:

- (1) *Incompatible employment or service.* No ~~councilman or other city~~ official or employee shall engage in or accept private employment or render services in any capacity including, but not limited to as a consultant, contractor or agent, to an individual or entity for private interest when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his official duties.

- (2) *Disclosure of confidential information.* No city official councilman or other official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the city. Nor shall he or she use such information to advance the financial ~~or other private~~ interest of himself or herself or others, including relatives.

- (3) *Gifts and favors.* No city official councilman or other official or employee shall accept any valuable gift (as defined in Section 2-71), ~~whether in the form of service, loan, thing, or promise, from any person, firm, or corporation or person who, or entity~~ which, to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the city; nor shall any such official or employee:

- a. Accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her duties; or
- b. Grant in the discharge of his or her duties any improper favor, service, or thing of value.

Any individual, institution, corporation, organization or service club wishing to bestow a gift, grant, or service to the City of South Lyon or any of its component departments shall make a request for such bestowal at a regularly scheduled meeting of the city council.

- (4) *Representing private interest before city agencies or courts.*

a. Except as provided in b. below, No no city official councilman or other official or employee ~~whose salary is paid in whole or in part by the city~~ shall appear in on behalf of private interests before any agency of the city. ~~No city official or employee~~ He shall ~~not~~ represent private interests in any action or proceeding against the interests of the city in any litigation to which the city is a party.

b. A councilman city official may appear before city agencies on behalf of constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations. However, no councilman city official or other official or employee shall accept a retainer or compensation that is contingent upon a specific action by a city agency.

- (5) *Contracts with the city.*

a. Except as provided in Sections 3 and 3a of Act 317 of 1968 (Contracts of Public Servants With Public Entities), a city official and a city employee shall not be a party, directly or indirectly, to any contract between himself or herself and the city.

b. Except as provided in Section 3 of Act 317 of 1968, a city official and a city employee shall not directly or indirectly solicit any contract (i) between the city and him or herself, (ii) between the city and any firm, meaning a co-partnership or other unincorporated association, of which he or she is a partner, member, or employee, (iii) between the city and any private corporation in which he or she is a stockholder owning more than 1% of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000.00 if the stock is listed on a stock exchange or of which he or she is a director, officer or employee, or (iv) between the city and any trust in which he or she is a trustee or beneficiary.

c. In regard to a contract described in subsection (b)(5)b.(i-iv) above, a city official and a city employee shall not do either of the following: (i) take any part in the negotiations for such a contract or the renegotiation or amendment of the contract, or in the approval of the contract, or (ii) represent either party in the transaction.

Any councilman or other official or employee who has a substantial or controlling financial interest in any business entity, transaction, or contract with the city, or in the sale of real estate, materials, supplies, or services to the city, shall make known to the proper authority such interest in any matter on which he may be called to act in his official capacity. He shall refrain from voting upon or otherwise participating in the transaction or the making of such contract or sale.

A councilman or other official or employee shall not be deemed interested in any contract or purchase or sale of land or other thing of value unless such contract or sale is approved, awarded, entered into, or authorized by him in his official capacity.

(6) Disclosure of interest in legislation. A councilman who has a financial or other private interest in any legislation shall disclose on the records of the council or other appropriate authority the nature and extent of such interest. This provision shall not apply if the councilman disqualifies himself from voting.

Any other official or employee who has a financial or other private interest, and who participates in discussion with or gives an official opinion to the council, shall disclose on the records of the council or other appropriate authority the nature and extent of such interest. *Official duties; Official actions.*

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a. With respect to matters not involving a contract covered by Subsection (b)(5) above, a city official shall not vote on or participate in discussions on a matter before the city council which involves an entity, property or an issue in which the official has a financial interest, or if the official has a financial interest in the outcome of the matter before city council. For example, an official should not discuss or vote on whether or not to (i) condemn, sell, grant a variance, or otherwise affect property, (ii) waive a fee or grant a license, or (iii) approve legislation, with respect to an entity, property or with respect to an issue in which the official has a financial interest.

b. A city employee shall not make a recommendation, take any action or make any decision on any matter within the scope of his/her official duties with respect to which he has a financial interest.

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-(7) Personal Opinions. No city official or employee of the city shall represent his or her personal opinion as that of the city.

(8) Business Transactions. No city official or employee shall engage in any business or transaction in which he or she or a relative may directly or indirectly benefit financially because of his or her official position or because of receipt of confidential information which he or she has obtained by reason of such position or authority.

(9) *Preferential Treatment.* No city official or employee shall use, or attempt to use, his or her official position to secure, request or grant any compensation, privilege, exemption, advantage, or treatment for himself, herself, or others, beyond that which is available to every other citizen. No city official or employee shall influence or attempt to influence the hiring by the city of a relative of a city official or employee.

(10) *City Official's Own Conduct.* No city official shall vote on any questions involving the official's own conduct including those of recusal and discipline.

(c) *Board and Committee Members.* It is recognized that various boards and committees are part of the plan of government for the city. As such, it is further recognized that by virtue of the various requirements for board membership, a member may be placed in the position of participating in a decision that may directly or indirectly affect his or her financial interest. Therefore, those members of the various boards and committees in the city, as they may be established from time to time, shall refrain from participating in any discussion, voting or taking any action with respect to a matter that may, directly or indirectly, affect his or her financial interest.

(d) *Subsequent conflict of interest.* No city official or employee shall acquire any financial interest in or accept any employment with or render any services in any capacity including, but not limited to, as a consultant, contractor or agent, with any entity which, or person who either, (1) has entered into a contract with the city, or (2) was the subject of a matter voted on by the city council (for example, as described in subsection (b)(6)(a) above), within one (1) year of the officer's or employee's participation in any manner in considering, recommending or voting on the approval or disapproval of said contract or matter.

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(e) *Duty to Disclose Financial Interest.*

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(1) *City Official.* When a matter before the city council involves an entity, property or issue in which a city official has a financial interest, or if a city official has a financial interest in the outcome of a matter before the council, the official shall disclose the full nature and extent of his or her financial interest on the appropriate record of the city prior to discussion or action thereon and shall refrain from participating in any discussion, voting or action thereon, except as allowed under PA 317 of 1968.

(2) *City Employee.* When a city employee has a financial interest in a matter involving the employee's official duties or in which the employee would be taking an official action, the employee shall disclose the nature and extent of his or her financial interest to the city manager and shall refrain from participating in any discussion or action thereon.

(3) *Board Member.* When a member of any city board, commission or committee has a financial interest in a matter before the board, commission or committee on which the member sits, the member shall disclose the nature and extent of such interest on the record of the board, commission or committee.

(f) *Referral to Board of Ethics.* If a city official, city employee or member of a board, commission or committee fails to disclose a financial interest, or who has a conflict of interest, as defined herein, in any matter before the city, and who discloses that conflict on the appropriate records but who refuses to refrain from discussion, deliberation or voting thereon, except as allowed by law, the matter under consideration shall be immediately referred to the board of ethics for a final determination as to the conflict in question and whether the official, employee or board member must refrain from discussion, deliberation, action or voting thereon.

(g) *Required Disclosure Statement.* Within twenty (20) days of the effective date of this Ordinance, and thereafter, after the election of a city official, and the hiring or appointment of a city employee, or after any change in the facts set forth in the city official's or employee's previously filed disclosure statement, each city official and employee shall file with the city clerk an affidavit and disclosure

statement. The city clerk shall provide each city official or employee with the required affidavit and disclosure statement form immediately upon his or her election, employment or appointment.

~~(Code 1988, § 1.119)~~

Sec. 2-~~7677~~. - Political activity.

- (a) No appointive official or employee in the administrative service shall use the prestige of his or her position ~~in-on~~ behalf of any political party.
- (b) No ~~appointive~~ official or employee in the administrative service shall orally, by letter, or otherwise, solicit or be in any manner concerned in soliciting any assessment, subscription or contribution to any political party; nor shall he be a party of such solicitation by others. Such appointed officials and employees shall not take an active part in political campaigns for candidates.
- (c) No official or employee, whether elected or appointed, shall promise an appointment to any municipal position as a reward for any political activity.

~~(Code 1988, § 1.120)~~

Sec. 2-~~7778~~. - Board of ethics.

- (a) A board of ethics is hereby established by the City of South Lyon consisting of five members from the general public who are not personally subject to this code of ethics. The members shall be appointed by and serve at the pleasure of the council. They shall serve four-year staggered terms. Three members of the board shall constitute a quorum and the affirmative vote of the majority of those present shall be necessary for any action. Members may not nominate an alternate or representative to cast votes on any matter coming to the attention of the board. Members of the board shall serve without salary but shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.
- (b) The powers and duties of the board shall be as follows:
 - (1) To recommend from time to time such orders, rules, regulations, and changes as it deems necessary and proper to supplement, administer and implement or amend the provisions of the code of ethics, which recommendations, when approved by the council shall become part of this code of ethics.
 - (2) To investigate and render advisory opinions to city employees and ~~appointed~~ officials or their appointing authorities with respect to any matter or transaction in which said employees and officials are involved concerning the applicability of this code of ethics. The board may publish such advisory opinions with such deletions as may be necessary to prevent disclosure of the identity of the employee who may request such an opinion.
 - (3) To investigate any alleged violation of the code by a city employee or ~~elected or appointed~~ official where the appointing authority for the employee or ~~appointed or elected~~ official involved in the alleged violation shall request the board to make such investigation. A written report of the results of the board's investigation shall be made to the appointing authority and the employee or ~~appointed or elected~~ official involved.
 - (4) To investigate an alleged violation of the code of ethics upon the written request of the council, or the city manager and to submit a written report to the requesting official and the employee or ~~appointed or elected~~ official involved.
 - (5) To conduct informal hearings prior to rendering an opinion or report in any particular matter whenever the board deems it appropriate for a hearing to be held or whenever a city employee or official who may be substantially affected by the opinion or report in the matter requests a hearing. Such hearing may be held by the board itself or by a hearing officer designated by the

chairman of the board, whichever the chair~~man~~ deems appropriate in any particular instance. The chair~~man~~ may designate as a hearing officer any member of the board. Whenever a hearing is conducted by a hearing officer instead of the board itself, the hearing officer must submit a written report of the hearing to the board.

- (6) An opinion or report of the board rendered under subsections (b)(2), (3) and (4) of this section may be utilized as a basis for any administrative action appropriate under the circumstances.
- (7) The board of ethics is not empowered to take direct administrative action but, rather, its function shall be solely advisory and investigatory as provided for herein.

(Code 1988, § 1.121)

Sec. 2-~~7879~~. - Sanctions.

Violations of any provisions of this code should raise conscientious questions for the city official~~councilman or other official~~ or employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the city. Violation may constitute a cause for suspension, removal from office or employment, or other disciplinary action.

(Code 1988, § 1.122)

Secs. 2-~~7980~~—2-~~100101~~. - Reserved.

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City of South Lyon - Affidavit and Disclosure Statement

1. I own by myself, or with others, the following real property and/or land in the City of South Lyon _____.
2. I am an employee, partner, member, owner and/or a shareholder of an entity that owns the following real property and/or land in the City of South Lyon _____.
3. I am an employee, contractor, consultant, director, officer, partner, member, agent or trustee of the following individual(s) and/or entity(ies) _____.
4. I own more than 1% of a class of stock, which stock is not listed on a stock exchange, in the following corporation(s) _____.
5. I own stock with a market value in excess of \$25,000, which stock is listed on a stock exchange, in the following corporation(s) _____.
6. I understand that under Section 2-71 of the City's Code of Ethics, I am deemed to have a financial interest if a relative of mine, as defined in Section 2-71, has a financial interest.

I have been given a copy of and have read and I understand the Code of Ethics of the City of South Lyon and, to the best of my knowledge, I am not in conflict with its provisions.

I hereby certify that this disclosure is complete and accurate to the best of my knowledge, information and belief.

This Affidavit of Disclosure was executed on this ____ day of _____, 20__.

Printed name of Officer/Employee

Signature of Officer/Employee

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

County, Michigan

My Commission Expires: _____

4821-6844-2709.1

AGENDA NOTE

New Business: Item # 1

MEETING DATE: January 08, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Set time for special meeting on January 18, 2018

EXPLANATION OF TOPIC: Council has planned a special meeting for January 18, 2018 to interview candidates to fill the seat on City Council that will be vacated by Joseph Rzyzi. It is necessary to set a time for that meeting.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: None

POSSIBLE COURSES OF ACTION: Set a meeting time.

RECOMMENDATION: N/A

SUGGESTED MOTION: Motion by _____, supported by _____ to set the time of the special meeting of City Council on January 18, 2018 for _____ p.m.

AGENDA NOTE

New Business: Item # 2

MEETING DATE: January 8, 2018

PERSON PLACING ITEM ON AGENDA: Clerk

AGENDA TOPIC: 2018 City Council meeting schedule

EXPLANATION OF TOPIC: MCL 15.265(2) PROVIDES:

(2) For regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year a public notice stating the dates, times, and places of its regular meetings. The City posts a notice on the City Hall bulletin board that regular Council meetings are held on the 2nd and 4th Mondays of each month. A review of the calendar shows the following as regular council meetings.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: None

POSSIBLE COURSES OF ACTION: Approve/disapprove regular City Council dates

January 8th & 22nd,
February 12th & 26th,
March 12th & 26th,
April 9th & April 23rd,
May 14th & May 29th (changed from Monday May 28th due to Memorial Day Holiday)
June 11th & June 25th,
July 9th & July 23rd,
August 13th & 27th,
September 10th & 24th,
October 8th & 22nd,
November 12th & 26th,
December 10 & 26th (due to Christmas holiday)
All meetings at 7:30 p.m.

RECOMMENDATION: Approve regular City Council meeting dates

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the regular City Council meetings dates as presented.

AGENDA NOTE

MEETING DATE: January 8, 2018

PERSON PLACING ITEM ON AGENDA: Per Council Motion to Postpone 11-27-17

AGENDA TOPIC: Proposed Restrictive Covenant for 128 S. Lafayette

EXPLANATION OF TOPIC: Arcadis has submitted additional information and documents relating to the discussion during the 11-27-17 Council meeting and its proposed Restrictive Covenant.

These materials have not been fully reviewed by the city's consultants.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

POSSIBLE COURSES OF ACTION:

RECOMMENDATION: Postpone to February 12, 2018 regular Council meeting

SUGGESTED MOTION: Motion to postpone the Arcadis request for approval of the restrictive covenant to the February 12, 2018 regular Council meeting

AGENDA NOTE

MEETING DATE: January 8, 2018

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: Designate Council Contact for Labor Negotiations

EXPLANATION OF TOPIC: The City approved the changes in the MERS retirement plan from defined benefit to a Defined Contribution Plus plan for the non-union administrative new hires. The City must negotiate the terms of similar changes for the union employee groups. The City Attorney's office is requesting that Council designate a member to be a contact and resource for these union negotiations.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

POSSIBLE COURSES OF ACTION: Approve/Deny/No Action/Postpone

RECOMMENDATION: Designate a council member as a contact for union negotiations

SUGGESTED MOTION: Motion to appoint _____ as the contact for union negotiations relating to changes to the MERS retirement plan for new hires in the union employee groups.

AGENDA NOTE

MEETING DATE: January 8, 2018

PERSON PLACING ITEM ON AGENDA: On request of GFL

AGENDA TOPIC: GFL USA Request for Extension of Solid Waste Contract

EXPLANATION OF TOPIC: The existing City of South Lyon Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement is dated March 12, 2013, and it was originally between the City and Duncan Disposal. The City approved the Consent and Waiver of Assignment of the Contract from Duncan to GFL USA in August 2016.

The current Contract with GFL (per the assignment) has a 5-year term and expires June 30, 2018. (Section 3(A)).

The City has a right to extend and postpone contract termination for one (1) three-year term which is essentially a right to extend the contract for an additional 3-year term. (Section 3(C)). To exercise this right, "[t]he City must give the Contractor written notice of its intention to extend the contract period at least three (3) months prior to the expiration of the Contract." (Section 3(C)).

The Contractor can request a 3-year extension of the Contract. (Section 3(B)). To do so, it must provide written notice of the request to the City 6 months prior to the expiration date. The decision to grant the extension is in the City's sole discretion, and if accepted, the approval must occur at least 3 months prior to the expiration date.

Attachment A to the Contract, Section 1.9 contains the price adjustment provision, and Mr. Csapo's memo accurately summarizes it. It provides for annual price adjustments in June of each year of the Contract with the new prices taking effect on July 1. The prices are adjusted by the CPI with a maximum of 3% increase.

GFL USA is proposing a 4-year contract extension which would expire June 30, 2022. Note, the existing Contract provides an option to both the Contractor and the City to extend for a 3-year term. The proposal is referred to as an extension of the current contract but it requests a 4-year term among other proposals. Thus, it is unclear if the proposal is a request for extension as provided for under the current Contract or a proposal for an amended or new contract. The impact of this distinction may affect how the proposal is handled. If it treated as a proposal for a new contract, it might trigger purchasing / bidding requirements under the City Code and purchasing ordinance and charter. Alternatively, it could be viewed as a combined request for extension and amendment including the 4-year term vs. 3-year term.

There was no price adjustment implemented in June 2017. The current solid waste fee per the City fee schedule on the website (adopted Oct 2016) shows single family residential at \$34.38/quarter or \$137.52/year. Mr. Csapo's analysis of the price increase (ie, 3.5% increase proposed for July 1, 2018) appears to be based on the rates in place as of October 2016 with no price adjustment in 2017 which may explain why the requested 3.5% price increase exceeds the Contract provision limiting annual price adjustment to CPI and a maximum of 3% per year. GFL is proposing to limit this to 2% per year under the extension.

There may be a benefit to both parties in matching the term of the City's Solid Waste Contract with 6 other communities. This may be the real purpose of the proposal for a 4-year term vs the 3-year term.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- RRRASOC Memo dated October 19, 2017
- Current Solid Waste Contract

POSSIBLE COURSES OF ACTION:

- Authorize parties to pursue contract extension
- Put the Contract out for bid
- No action
- postpone

RECOMMENDATION: Pursue extension of GFL contract extension proposal and not put the contract out for bids.

SUGGESTED MOTION: Motion to authorize the City to pursue an extension of the Solid Waste Contract with GFL USA



Resource Recovery & Recycling Authority of Southwest Oakland County

20000 W. 8 Mile Rd
Southfield, MI 48075-8708

Office: 248.208.2270

Fax: 248.208.2273

www.RRRASOC.org

THE RECYCLING AUTHORITY
Since 1989

To: Lynne Ladner, City Manager, South Lyon
From: Mike Csapo, General Manager
Date: October 19, 2017

Re: **GFL USA Contract Extension Proposal**

As you are aware, the City's contract with GFL USA for curbside solid waste service expires on June 30, 2018. GFL USA has proposed a contract extension under the following terms:

1. Extend the current contract until June 30, 2022.
2. Set the annual rates beginning July 1, 2018 at \$142.32 for single-family homes and \$124.92 for serviced multi-family homes.
3. Continue to adjust the rates annually based on the CPI but lower the current cap from 3% to 2%, with a floor of 0%.
4. Allow homeowners to "opt-in" to receive a 64-gallon recycling cart at no cost to the homeowner or the City.

I have the following comments on each of the preceding terms:

1. The extension proposal would align the City's contract term with six of the other RRRASOC communities, which may provide an opportunity for a joint bid in the future.
2. The proposed rate is a 3.5% increase, which constitutes a market adjustment from the existing rate that was largely result of contracting with nearby Duncan Disposal. Also, prices in the industry have generally been trending up in the last several months.

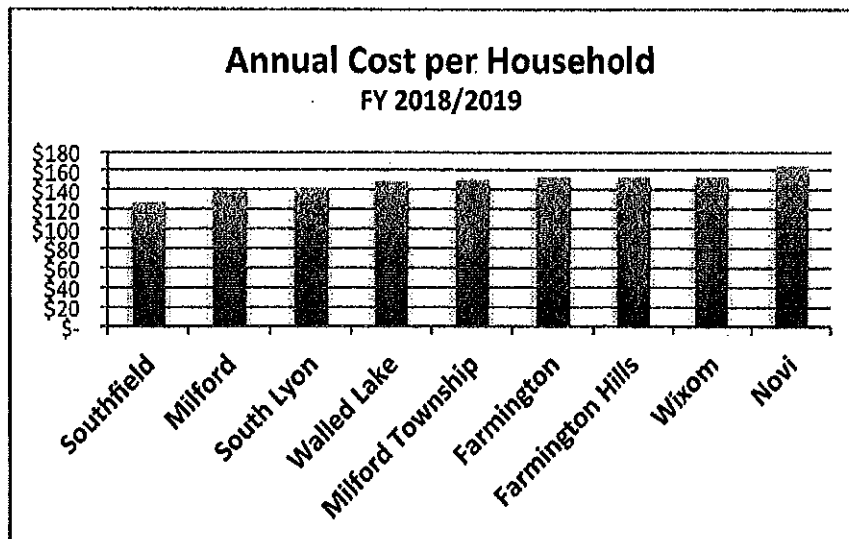
The new single-family rate of \$142.32 compares to a RRRASOC area median of \$150.60 and an average of \$148.26. GLF USA provides (or proposes to provide) similar services to the RRRASOC communities of Milford, Milford Township, and Walled Lake for \$139.20, \$150.60, and \$148.59, respectively. The next page shows a price comparison across all RRRASOC communities.

3. Under the current contract, annual price increases are tied to the CPI, with a cap of 3% and no floor. The proposal reduces the cap to 2% and introduces a floor of 0%, which reduces the City's overall exposure to price increases while creating greater price predictability.

4. The proposal allows homeowners to continue to use their existing 18-gallon recycling bin or "opt-in" to receive a 64-gallon recycling cart at no cost to the homeowner or the City. The use of recycling carts is considered a best practice in the recycling industry and the deployment of recycling carts has been the trend over the past several years. The use of carts is typically associated with an increase in recycling due to the increased capacity and convenience of the carts, which have wheels and lids.

Overall, the proposal would continue the existing service while adding cart recycling. The contract price would remain competitive, with future increases limited to no more than 2% annually. If the City is receiving a level of service that meets its expectations, the proposal merits consideration.

Please let me know if you have any questions.



City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

THIS AGREEMENT, is made and entered into this March 12, 2013, by and between the City of South Lyon, 335 S. Warren, South Lyon, MI 48178, hereinafter called "THE CITY", and Duncan Disposal Systems, inc., a corporation registered in the State of Michigan, with offices located at P.O. Box 727, South Lyon, Michigan 48178, (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, THE CITY, through cooperation with the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC), 20000 W. Eight Mile Rd., Southfield, MI 48075, requested proposals from qualified companies interested in performing solid waste, yard waste and recycling collection and disposal services for THE CITY and;

WHEREAS, the proposal of the Contractor was received and determined by THE CITY to be the most responsive proposal received at the best services value for the estimated costs and;

WHEREAS, representatives of THE CITY and the Contractor met to negotiate the detailed terms of this agreement contained herein and;

WHEREAS, THE CITY and the Contractor entered into a Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement (the Agreement) effective July 1, 2008 and;

WHEREAS, the Agreement may be extended by mutual agreement and;

WHEREAS, the parties have agreed to extend the Agreement for a period of five (5) years on the terms and conditions as set forth herein and;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. **GENERAL PROVISIONS:** The general provisions this contract shall be in accordance with Attachment A: "General Provisions" (incorporated herein to this agreement).
2. **CONTRACTOR'S OBLIGATIONS:** The services to be provided by the Contractor are detailed in Attachment B: "Contractors Service Specifications" (incorporated herein to this agreement).
3. **TERM / TERMINATION OF THE CONTRACT**
 - A. **Five (5) Year Term:** The term of this services contract shall be for five (5) years, with one (1), three-year extension option. The initial contract term shall begin July 1, 2013 and expire June 30, 2018.
 - B. **Contractor's Extension Options:** The Contractor may request one (1) three-year contract extension if written notice of such requests are received by THE CITY by six (6) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of THE CITY and shall not be contestable or appealed. If THE CITY agrees to accept the Contractor's request for an extension, such extension shall be approved at least three (3) months prior to the current expiration date.
 - C. **THE CITY Retains Right to Extend and Postpone Contract Termination**
Date: THE CITY may renew the Contract for one (1) three-year term (extension) under the conditions set forth in the contract. THE CITY shall give the Contractor written notice of its intention to extend the contract period at least three (3) months prior to the expiration of the Contract.

City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

- D. **Additional Extension by Mutual Agreement:** Upon mutual agreement of both parties, the Contract may be extended by the terms referenced above.
- E. **THE CITY Termination of the Contract Services:** THE CITY may, after giving Contractor and the surety one hundred and eighty (180) days written notice and to the extent permitted by laws and regulations, terminate the contract. THE CITY may, after giving Contractor and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the contract if the Contractor:
1. Fails to Perform the required work as specified in this Agreement as determined by THE CITY, and fails to correct the deficiency within thirty (30) days after receiving written notice from THE CITY.
 2. Materially Violates Any Law or Regulation of any municipal, local, state or federal laws, rules, regulations, ordinances and specifications, in performance of this Contract.
 3. Files for Bankruptcy or Insolvency. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 4. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
 5. Assigns this Contract or any portion thereof in violation of Section 5.H.
- F. **Contractor Termination of the Contract Services:** Contractor may stop service or terminate the contract if, through no act or fault of the Contractor, THE CITY Solid Waste Program is suspended for a period of more than ninety days by THE CITY. Under this circumstance, the Contractor may, upon seven (7) day's written notice to THE CITY, terminate the Agreement and recover from THE CITY payment for completed services.

In the event that Contractor terminates the contract pursuant to the above conditions, Contractor understands and agrees that Contractor's sole remedy shall be recovery from THE CITY of payment for completed services and understands and agrees that any consequential damages and any claimed damages resulting from loss of future profits are hereby waived.

In the event that the contract is terminated pursuant to this provision and THE CITY subsequently resumes the Solid Waste Program, the Agreement may be reinstated upon mutual agreement.

4. COMPENSATION

- A. **Monthly Invoices:** The Contractor shall submit monthly invoice statements for payments for services rendered, said statements to be submitted to THE CITY.
- B. **Service Components:** Monthly invoices shall be in a form as specified in Attachment C "Contractor's Compensation" (incorporated herein to this agreement).
- C. **Payment for Services:** THE CITY shall pay the Contractor for services rendered as invoiced within 30 days upon receipt of the Invoice and upon successful completion of all services required, including, but not limited to, the Monthly Service Report as specified in Attachment B.

City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

- D. **Taxes:** The Contractor shall pay all Federal, State, and local taxes including, but not limited to, property taxes, sales taxes, social security taxes, income taxes, and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for: (1) additional fees that are imposed upon the Contractor by Federal or State legislation enacted following the Effective Date, and (2) exceptions otherwise noted.

5. LEGAL AND INSURANCE REQUIREMENTS

- A. **Responsibility for Waste:** Ownership of acceptable waste shall transfer to the Contractor at the time that it is loaded into the Contractor's collection vehicles.
- B. **Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless THE CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which THE CITY may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or its agent's or employee's actions or negligent actions or omissions in the performance of this contract.

This indemnification shall survive the expiration or termination of this contract. By entering this contract, the parties do not waive any immunity provided by law.

- C. **Pollution Liability:** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless THE CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which THE CITY may suffer or for which it may be held liable, arising out of or resulting from the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders resulting from Contractor's collection of waste.

This indemnification shall survive the expiration or termination of this contract. By entering this contract, the parties do not waive any immunity provided by law.

- D. **Independent Contractor:** The Contractor shall be deemed an independent contractor, and not an employee of THE CITY. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, shall not be considered employees of THE CITY. Any and all claims that might arise on behalf of employees of Contractor or other persons as a consequence of any act or omission on the part of said employees of Contractor shall in no way be the obligation or responsibility of THE CITY. Contractor fully understands all consequences, financial and legal, of the status of an independent contractor.

- E. **Contractor Performance Bond:** The Contractor will be required to furnish financial assurance to compensate THE CITY for losses that may be incurred in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall be equal to one fourth of the amount of the annual total contract price and shall take the form of a corporate surety bond, letter of credit, or other financial assurance deemed acceptable by THE CITY. Said financial assurance shall be renewed annually and stay in effect throughout the contract period. The bond shall be with a surety licensed and permitted to do business in the State of Michigan and in a form acceptable to THE CITY.

Annual contract price, for purposes of this performance bond, shall be based on estimates derived by THE CITY for the first year and actual contract payments for subsequent years.

City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

- F. **Insurance Requirements:** The Contractor shall submit a Certificate of Insurance prior to the execution of a contract meeting the minimum limits of liabilities as outlined. All insurance carriers must be acceptable to THE CITY and licensed in the State of Michigan.

A new certificate of insurance shall be provided to THE CITY each year at the time of policy renewal. The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" and motor vehicle insurance with limits of liability not less than \$1,000,000.00 (one million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Additionally, the Contractor shall procure and maintain Umbrella Coverage of not less than \$1,000,000.00 (one million dollars).
3. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "THE CITY, all elected and appointed officials, all employees and volunteers." This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
4. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of South Lyon, 335 S. Warren, South Lyon, MI 48178."

If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to THE CITY at least ten (10) days prior to the expiration date.

- G. **Non-Discrimination:** Contractor agrees that Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability or public assistance.
- H. **Assignment and Subcontracting:** The Contractor shall not delegate or assign the Agreement, or any part thereof, to an unaffiliated entity, nor shall the Contractor sub-contract this Agreement or any part thereof without the prior written approval of THE CITY, which shall not be unreasonably withheld.

City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

The Contractor may not assign any parts of this Agreement via sale, merger or acquisition of the Contractor's company without the prior written approval of THE CITY, which shall not be unreasonably withheld.

I. Compliance with All Laws, Rules, Regulations and Licensing Requirements:

The Contractor shall comply with all municipal, county, state and federal laws, regulations, ordinances and specifications.

J. Liquidated Damages: THE CITY and Contractor agree, in addition to any other remedies available to THE CITY, THE CITY may impose the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations as determined by THE CITY. THE CITY shall have authority to deduct the amounts specified herein from payments due the Contractor.

1. Failure to clean up spilled refuse:
\$25 for each incident.
2. Failure to clean vehicle, conveyances, containers, docks, yards, shops, and other equipment as provided in the specifications:
\$50 for each incident.
3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day or failure to complete all routine pickups on major roads by 5:00 p.m. on the scheduled day:
\$100.00 for each incident.
4. Failure to collect solid waste, recyclables, and yard waste within 36 hours after notification of a complaint or by the end of the following regular business day:
\$100.00 for each incident.
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by THE CITY:
\$500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. In the event the Contractor does default or otherwise abandon the project, THE CITY reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by THE CITY as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by THE CITY and deductions made from the payment each month to the Contractor. The decision of THE CITY in the matter will be binding. The Contractor may at their option initiate the dispute resolution process included in this service agreement.

K. Contact Persons for Legal Notices: The Contractor identifies Tom Duncan, Owner, of Duncan Disposal Systems, Inc. at P.O. Box 727, South Lyon, MI 48178, who shall be designated to receive all notices and communications on behalf of the contracting parties with regard to the contract. Written notice required to be provided to THE CITY pursuant to this Agreement shall be provided the City of South Lyon, c/o City Manager, 335 S. Warren, South Lyon, MI 48178.

L. Performance: Contractor shall see that all work done pursuant to this Agreement is accomplished with work forces and equipment which are adequate to insure the satisfactory transportation of said materials at all times. Either Party may be excused from performance under this agreement by reason of an event defined herein as Force Majeure which is outside of the Party's control and cannot be avoided by the exercise of due care.

City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

- M. **Conflict of Interest:** Neither the Contractor nor its employees neither presently have, nor shall acquire interest, direct or indirect, in the contract in any manner forbidden by law. No CITY official shall be directly or indirectly interested in this contract.
- N. **Severability:** This Agreement is subject to the laws of the United States of America, the State of Michigan, and the Ordinances of the City of South Lyon. In the event that any provision of this Agreement shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.
- O. **Governing Law:** This Agreement shall be deemed to be a contract made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.
- P. **Modification:** Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of THE CITY and Contractor and attached to this Agreement.
- Q. **Representation:** THE CITY and the Contractor each represent to the other that, by their respective execution of this Agreement they have obtained all necessary consents and approvals required for their respective execution and performance thereof.
- R. **Integration:** The Parties agree that the entire Agreement between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and THE CITY or either of them relating to the subject matter hereof.

City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

EXECUTION

In Witness whereof, the Parties hereto set their hands.

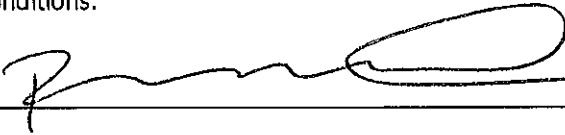
By the duly elected or appointed representatives of **THE CITY**:

Mayor

Date

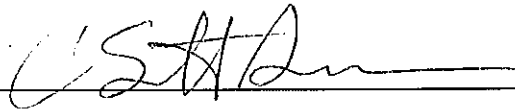
By the duly appointed representatives of the **CONTRACTOR**.

The Contractor acknowledges by his/her signature on this document that the Contractor has received a copy of this contract and is in full agreement with the terms as imposed upon the Contractor by this Agreement and that the Contractor will comply with those terms and conditions.



RANDALL DUNCAN
Name

3/12/13
Date



C SCOTT DUNCAN
Witness

3/12/13
Date

City of South Lyon
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

Attachment A

GENERAL PROVISIONS

1.1 Term

The term of this contract is for five (5) years commencing on July 1, 2013, and ending June 30, 2018. THE CITY may renew the Contract for one (1) three-year term (extension) under the conditions set forth in the Contract. THE CITY shall give the Contractor written notice of its intention to extend the contract period at least three (3) months prior to the expiration of the Contract.

1.2 Customer Communications and Complaint Handling Procedure

The Contractor must designate a Manager to supervise all work and operations to be performed under this contract. Said manager shall have substantial experience in the management and operation of refuse collection and recycling systems for a similar size service area.

The Contractor shall have at least one (1) full-time Field Supervisor, exclusive to and approved by THE CITY. The Field Supervisor shall familiarize himself with all service stops under contract. The Field Supervisor shall make a daily check with THE CITY to assure pick-up as scheduled.

The Contractor shall make a local telephone number available to receive all service complaints, which shall be logged. At its discretion, the CITY may designate a CITY department or agency and a telephone number to receive all service complaints, which shall be logged. The Field Supervisor shall arrange to pick up or receive such complaints every day for immediate action. The Field Supervisor will have until the end of the day to resolve complaints, with a maximum time limit of 36 hours or the end of the following regular business day. The complaint resolution action will be logged the next day or before. Any complaint not closed out during the required period will be noted and reviewed by THE CITY, or its designee, to determine if liquidated damages are appropriate.

The Contractor shall ensure that the Field Supervisor is equipped with a cellular telephone by which THE CITY may contact the Field Supervisor during business hours regarding, but limited to, complaints and special pickups.

1.3 Service Standards

The Contractor shall provide complete service for all routes each day as scheduled. The Contractor shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 6:00 p.m. Collection on major roadways shall be completed by 5:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The Contractor shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel, and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the Contractor. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

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THE CITY shall cooperate in requiring residents to provide and maintain suitable containers. The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. The Contractor must replace containers in an erect position with the lids replaced thereon, or adjacent thereto. In the event the Contractor damages a resident's container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at the Contractor's expense and within forty-eight (48) hours, excluding weekends.

Adverse weather shall not be considered reason for not providing services unless approved by THE CITY, which shall be not be unreasonably withheld. When adverse weather conditions exist, the contractor shall notify THE CITY if the continuation of service jeopardizes the safety of employees.

The Contractor shall assign a qualified person or persons to be in charge of its performance of this Contract, and shall advise THE CITY of such persons in advance and when changes occur.

All persons employed by the Contractor shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The Contractor shall furnish employees with uniforms, which shall always be as neat and clean as circumstances permit. The Contractor shall inform THE CITY of all employee training programs related to customer relations, services, and safety issues.

At no time shall the Contractor's employees solicit, request or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud/or profane language at all times during the performance of their duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the Contractor.

THE CITY may request the dismissal or removal of any employee of the Contractor who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

1.3.1 Field Rules and Regulations

The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as THE CITY may promulgate from time to time.

1. All refuse spilled by the Contractor, or any spilled refuse caused by wind, animals, etc., shall be picked up by the Contractor in the course of its regularly scheduled pick-up.
2. Employees must be courteous. Disorderly workers shall be removed when so ordered by THE CITY.
3. Containers must be put back in approximately the place from where they were picked up.
4. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.
5. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor at the Contractor's expense.

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6. Collection crews will neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this contract. Violation of this rule shall be cause for dismissal of the employee when requested by THE CITY.

7. THE CITY expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

1.4 DETERMINATION OF RESIDENTIAL UNITS SERVICED

For the purposes of responding to this proposal, the number of residential units expected to be provided with curbside collection services for solid waste, recycling, and yard waste is as indicated in Section 1.1.3 and Appendix B of the Request for Proposals issued by RRRASOC on February 28, 2007, including addenda, unless otherwise specified and agreed to by both the Contractor and THE CITY. THE CITY shall provide the Contractor with a list of identifying the addresses of the homes to be serviced upon request.

For billing purposes prior to the initiation of service, the selected contractor and THE CITY will jointly complete and agree on a total unit count for each service type and for each route day. Route days shall be determined by mutual agreement between THE CITY and the Contractor.

At the time such a unit count becomes documented, the number of residential units serviced for billing purposes shall be updated monthly by 1) adding the number of occupancy permits for residential structures with single-family, two-family, three-family and four family residences per structure requiring curbside refuse service as issued by the Building Department of The CITY; and 2) deleting the number of complete demolition permits for residential structures with single-family, two-family, three-family and four family residences issued by that Building Department; or in a manner deem acceptable by the Contractor and THE CITY.

1.5 COLLECTION AND DISPOSAL OF SOLID WASTE ON SUNDAY

The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by THE CITY. The Contractor shall not utilize Sundays as a designated collection day in the Schedule of Operations.

1.6 HOLIDAYS

The Contractor shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall provide THE CITY with the following year's collection schedule by August of the current year. THE CITY shall be responsible for publicizing any changes in collection schedules due to observance of the above holidays.

1.7 VEHICLES AND EQUIPMENT

The Contractor shall provide adequate and sufficient garages, shops, and yards to provide all-weather year round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair, and appearance, and subject to approval or rejection THE CITY at any time. Employees driving Contractor's vehicles shall have a valid operator's license of the State of Michigan and shall meet state and federal requirements concerning commercial licensing.

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The Contractor shall not use THE CITY's name or other words implying ownership on stationery, vehicles or equipment, except for a sign on vehicles designating that the Contractor is an official Contractor.

All vehicles and equipment used in collection and transportation of solid waste, recyclables, and yard waste within THE CITY shall be of sufficient size, capacity, and number to adequately and efficiently collect solid waste, recyclables, and yard waste in accordance with the terms of this contract, including under special or unique circumstances.

1.8 LIQUIDATED DAMAGES

THE CITY shall notify the Contractor for each violation of the contract reported to THE CITY. It shall be the duty of the Contractor to take proper action to remedy the cause of the complaint within thirty-six (36) hours after notification. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that THE CITY shall have authority to deduct from payments due the Contractor, the following amount as liquidated damages:

1. Failure to clean up spilled refuse:
\$25 for each incident.
2. Failure to clean vehicle, conveyances, containers, docks, yards, shops, and other equipment as provided in the specifications:
\$50 for each incident.
3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day or failure to complete all routine pickups on major roads by 5:00 p.m. on the scheduled day:
\$100.00 for each incident with each late pickup as a separate incident.
4. Failure to collect solid waste, recyclables, and yard waste within 36 hours after notification of a complaint or by the end of the following regular business day:
\$100.00 for each incident.
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by THE CITY:
\$500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. Liquidated damages shall not be initiated in for violations that occur due to events beyond the Contractor's control. In the event the Contractor does default or otherwise abandon the project, THE CITY reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by THE CITY as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by THE CITY and deductions made from the payment each month to the Contractor. The decision of THE CITY in the matter will be binding. The Contractor may at their option initiate the dispute resolution process included in this service agreement.

1.9 CONTRACT PRICE ADJUSTMENTS

The contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage increase or decrease in the reference annual Consumer Price Index escalator, and the contract

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price shall be established for the next contract year beginning on July 1, following the June evaluation, except, however, that the price adjustment shall not exceed three (3) percent. No other changes in contract prices are permitted, except as authorized by this agreement.

The reference Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the Detroit-Ann Arbor-Flint area (all items), base period: 1982-84=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available shall be substituted.

1.10 BASIS AND METHOD OF PAYMENT

The Contractor shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30 days) after completion of the work at month end, and receipt and approval by THE CITY of the itemized billing, the fees earned the previous month. The amount remitted to the Contractor by THE CITY shall be the number of units serviced times the rate agreed upon in the Contract for each unit.

1.11 DISPOSAL OF SOLID WASTE AND OTHER MATERIALS

THE CITY specifically reserves the right to direct the yard waste and recyclables collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site, recycling facility or compost facility, upon agreement by the Contractor, which shall not be unreasonably withheld. THE CITY retains the right to terminate the contract, on ninety (90) days written notice, if the Contractor does not comply with the direction of yard waste or recyclables as set forth. Should THE CITY exercise its right to direct material to specific facilities, THE CITY shall pay the disposal fees directly to such facilities, unless otherwise specified. The Contractor shall be entitled compensation for services in accordance with the Contractor's response to the RFP issued by RRRASOC on February 28, 2007, including addenda.

1.12 ACCESS

The Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The Contractor, however, will be required to notify THE CITY of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

The Contractor may be required to pick up waste in an alternate vehicle under circumstances that prohibit the standard collection vehicle from access to a residential unit.

1.13 PRIVATE DRIVEWAYS

The Contractor shall not be required to enter private driveways. However, certain private roads may be considered access roads for purposes of this Agreement.

1.14 ROUTES AND SERVICED ADDRESSES

THE CITY shall provide an accurate address list identifying the homes to be serviced by the Contractor, upon request.

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1.15 HAULING

All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

1.16 STORMS AND OTHER DISASTERS

In case of an unusual storm or other disaster, THE CITY may, at its discretion, grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise THE CITY of the estimated time required before regular schedules and routes can be resumed.

1.17 ADDITIONAL SERVICE

THE CITY shall not be responsible to the Contractor for any additional services that fall outside the scope of this Agreement which are provided by the Contractor without the request of THE CITY. The Contractor shall not charge any residents for services provided under the terms of the contract, unless otherwise specified by the Agreement.

1.18 INFRASTRUCTURE RENOVATION/STREETS BLOCKED BY CONSTRUCTION

Periodically major renovation is necessary to maintain the infrastructure within THE CITY. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity, or cable television.

If THE CITY or designee is notified in advance of these activities, the Contractor will be notified. However, it is not uncommon for work to be initiated without prior notification. Alternate sanitation service must be provided during this period of disruption. No additional fees shall be payable for services provided under these conditions.

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Attachment B

CONTRACTOR'S SERVICE SPECIFICATIONS

2.1 Residential Collection Services

The Contractor shall be required to maintain a high level of solid waste, recycling, and yard waste collection and disposal services. Refuse shall be collected from all containers presently in use and in all forms presently used. The Contractor shall collect, transport and dispose all refuse, rubbish, debris, recyclables, and yard waste which the resident may desire to have removed weekly. The Contractor shall collect, transport and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the Contractor when the Contractor deems an item or items to be improperly prepared or unsuitable for curbside collection.

2.1.1 Residential Refuse Collection

The Contractor shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential units are comprised of housing that is located in single-family neighborhoods or streets. These include duplex and triplex type multi-family housing and units. An account of the current number and location of these units has been included in the RFP issued February 28, 2007, including addenda.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, logs, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than sixty (60) pounds.

Residents will place refuse in refuse bags, or watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed 35 gallons in size. Refuse placed in cardboard containers and plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed sixty (60) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the Contractor. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

The Contractor shall exercise reasonable care and diligence in handling containers. THE CITY will cooperate in requiring homeowners to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the Contractor damages a container(s), the Contractor shall be responsible for replacing said container(s) with one of equivalent value at Contractor's expense within forty-eight (48) hours (excluding Saturdays and Sundays).

THE CITY reserves the right to impose a bag/can limit on the housing units to be serviced and implement a variable rate, bag/tag, or Pay-As-You-Throw system. Should such a system be implemented, the Contractor would only pick up bags, containers or other household items that are within the bag/can limit or are properly tagged. THE CITY will give the Contractor ninety (90) days notice before implementing such a system.

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A written monthly tonnage report must be supplied to THE CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the disposal facility by the Contractor on behalf of THE CITY. Further, THE CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to THE CITY.

2.1.2 Residential Bulky Waste

As part of the solid waste unit price and not as a separate pay item, the Contractor shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and windows, tubs, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 4' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which have been placed at the curb.

The Contractor shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length. The Contractor will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

2.1.3 Residential White Goods

As part of the solid waste unit price and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck. Such items shall be recycled whenever feasible. Generally these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the Contractor's responsibilities to haul material and to insure that freon-containing material that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

A written monthly report must be supplied to THE CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the tonnage of this material that is recycled and the scrap metal recycling facility to which it was delivered.

2.1.4 Handicap/Back-Door Pickup

There may be residential units on the collection routes that are occupied by individuals who have been determined by THE CITY to be unable to move refuse and yard debris to the curb. These locations will require back-door service by the Contractor as part of the regularly scheduled refuse collection. The Contractor will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the back door. The Contractor and THE CITY will mutually agree upon the eligibility, price, and frequency of such service.

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2.1.5 Multi-Family Solid Waste and Recycling Collection

THE CITY provides solid waste and recycling collection services to certain multi-family complexes located within THE CITY. Such services are generally considered individual stops but may be subject to a discounted price based on the waste generation characteristics of such households. Such locations shall be identified by THE CITY.

2.1.6 Christmas Trees

Christmas trees placed out at any time may be collected as part of the regular refuse collection, unless otherwise prohibited by law.

2.1.7 Yard Waste/Lawn Debris Collection

As part of the solid waste unit price and included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up unlimited, separated yard waste and lawn debris as part of the regularly scheduled collection required by this Contract. The period of collection shall be from the Monday of the first full week of April through the Friday of the last full week of November, unless otherwise specified by mutual agreement between the Contractor and THE CITY. The Contractor will provide, upon request of THE CITY, additional yard waste/ lawn debris collection, provided the Contractor has access to a compost site that is open and accepting material. The rate for this additional service shall be as specified in Attachment C.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. A written monthly report must be supplied to THE CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of THE CITY.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled with biodegradable string or twine; and small shrubs and bushes with dirt removed from root systems; or any other material defined by law as "yard clippings".

Acceptable yard waste and lawn debris shall include so called "woody" or "hard" yard waste as long as it is properly prepared. The Contractor will not be required to pick up tree branches or logs greater than three inches (3") in diameter, longer than four feet (4') in length, tied or secured with string or twine in bundles larger than eighteen inches (18") in diameter, or weighing in excess of sixty (60) pounds. Such material shall be collected as part of regular refuse collection unless otherwise prohibited by law.

The yard debris will be bundled as required, placed in large capacity kraft / paper bags or placed loose in cans with a "yard waste recycling" or "compost" sticker provided by THE CITY on opposite sides of the container.

Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris collection season shall be collected as part of the regular refuse collection, unless otherwise prohibited by law.

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2.1.8 Recycling Collection

As part of the solid waste unit price and included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up on the same day as the regularly scheduled refuse collection required by this Contract, recyclable materials set-out as per the specifications identified by THE CITY, as specified in the MSA.

The recyclable materials shall be collected in single stream fashion using the existing curbside bin system.

All recyclable material shall be transported to and tipped at no cost to the Contractor at the RRRASOC Material Recovery Facility, located at 20000 W. Eight Mile Rd., Southfield, MI 48075. A written monthly report must be supplied to THE CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the weekly and monthly volume of deliveries made to the facility by the Contractor on behalf of THE CITY. Further, THE CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to THE CITY.

2.2 Other Municipal Solid Waste Services

THE CITY may request other Municipal Solid Waste Services including, but not limited to, solid waste container service at municipal buildings and facilities, clean-up assistance, and DPW debris transport and disposal. Such services shall be billed in accordance with the fee schedule included in Attachment C and included in the monthly invoice submitted to THE CITY.

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Attachment C

CONTRACTOR'S COMPENSATION

1. **Form of Invoice:** The monthly invoice submitted by the Contractor must contain the following information.
 - (a) **Fee for Units Serviced:** Provide an Itemization of the total number of units serviced, the type of service provided, the unit price for that service as modified by any applicable price escalation factor as provided for in this agreement and the extension of that unit price multiplied by the number of units serviced.
 - (b) **Subtotal for Invoice:** Sum a total of any Itemization in 1(a) above.
 - (c) **Deducts:** Subtract and deductions allowed for Liquidated Damages (See Section 5-J, Liquidated Damages).
 - (d) **Final Amount Due:** Sum the total of charges and deductions that is to be paid by THE CITY to the Contractor.
2. **Contractor's Base Price Rate Schedule for collection, transportation, and disposal (solid waste unit price as of July 1, 2013):**
 - (a) Residential Units (\$/year):

	Single-Family Units		Multi-Family Units	
Refuse	\$	84.60	\$	67.68
Yard Waste	\$	28.44	\$	28.44
Recycling	\$	20.88	\$	20.88
Total	\$	133.92	\$	117.00

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(b) Other Services

Municipal Solid Waste Containers (with Disposal Costs Included), Special Services, and Recycling Containers.

Solid Waste Containers	Price effective FY 2013/14
96 Gallon Cart, cost per pull (hauling & disposal)	3.96
96 Gallon Cart, rental cost/month	
2 CY Dumpster, cost per pull (hauling & disposal)	\$ 12.18
2 CY Dumpster, rental cost/month	included
4 CY Dumpster, cost per pull (hauling & disposal)	\$ 17.05
4 CY Dumpster, rental cost/month	included
6 CY Dumpster, cost per pull (hauling & disposal)	\$ 21.93
6 CY Dumpster, rental cost/month	included
8 CY Dumpster, cost per pull (hauling & disposal)	\$ 26.79
8 CY Dumpster, rental cost/month	included
10 CY Roll-off, cost per pull (hauling & disposal)	\$ 184.76
10 CY Roll-off, rental cost/month	\$ 52.79
30 CY Roll-off, cost per pull (hauling & disposal)	\$ 263.94
30 CY Roll-off, rental cost/month	\$ 79.18
40 CY Roll-off cost per pull (hauling & disposal)	\$ 369.51
40 CY Roll-off, rental cost/month	\$ 105.57

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Recycling Containers	Price
96 Gallon Cart, cost per pull (hauling only)	\$ 3.96
96 Gallon Cart, rental cost/month	included
2 CY Dumpster, cost per pull (hauling only)	\$ 12.18
2 CY Dumpster, rental cost/month	included
4 CY Dumpster, cost per pull (hauling only)	\$ 17.05
4 CY Dumpster, rental cost/month	included
6 CY Dumpster, cost per pull (hauling only)	\$ 21.93
6 CY Dumpster, rental cost/month	included
8 CY Dumpster, cost per pull (hauling only)	\$ 26.79
8 CY Dumpster, rental cost/month	included
10 CY Roll-off, cost per pull (hauling only)	\$ 105.57
10 CY Roll-off, rental cost/month	\$ 52.79
30 CY Roll-off, cost per pull (hauling only)	\$ 158.36
30 CY Roll-off, rental cost/month	\$ 79.18
40 CY Roll-off cost per pull (hauling only)	\$ 205.87
40 CY Roll-off, rental cost/month	\$ 105.57

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Special Services and Disposal	Price
Pickup Truck and Crew, \$/hour	\$ 79.18
Stake Truck and Crew, \$/hour	\$ 131.97
Dump Truck and Crew, \$/hour	\$ 158.36
Rear Load Compacting Truck & Crew, \$/hour	\$ 158.36
Front Load Compacting Truck & Crew, \$/hour	\$ 184.76
Roll-off Truck and Crew, \$/hour	\$ 158.36
"Log Grabber" Truck and Crew, \$/hour	na
Skid Steer w/Grapple Bucket & Crew, \$/hour	na
Front-End Loader and Crew, \$/hour	na
DPW Debris Disposal ⁽²⁾ , \$/ton	na
Leaf Vacuum Program Leaf Disposal, \$/ton	na
C & D Debris Disposal, \$/ton	na

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Attachment D

RECYCLABLE MATERIALS SPECIFICATIONS

COMMINGLED CONTAINERS consist of the following, loose, uncompacted, and commingled, placed in bins or carts:

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage containers and foil clean of food.
- All plastic bottles.
- Plastic Household Tubs/Containers #1, 2 and 4-7 which Includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee 'cans,' freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1). Clean and free of residue, No #3.
- Agricultural Plant Trays and Pots; clean, free of residue and soil.
- Household scrap metal that will fit in the recycling bin.
- Multi-coated/plastic-coated paper beverage cartons: Including milk and juice cartons (Aseptic).
- Bulky HDPE is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.), no larger than 2' x 2'. This category is often referred to as "Injection HDPE".

COMMINGLED FIBER consist of the following, loose, and commingled

- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
- OCC - old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 2 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.

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- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books

Maximum allowable contamination rate: 6%

DELIVERY RULES AND REGULATIONS

- Residents and businesses shall discard containers' contents and rinse the containers. They are encouraged to discard, labels, caps, and rings; but there is no requirement for these to be removed from Recyclable Materials.
- Materials delivered will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection, recycling program.
- Recyclables, particularly non-fiber items, will not be delivered in bags unless specifically allowed or directed above.
- Operators of rear-dumping vehicles will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- Loads will be considered non-conforming to Facility Delivery Standards if:
 1. They are found to be contaminated with Hazardous or Infectious Waste.
 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.

AGENDA NOTE

MEETING DATE: January 8, 2018

PERSON PLACING ITEM ON AGENDA: Police Department/City Attorney

AGENDA TOPIC: Evidentiary Blood Draw Agreement with Huron Valley Ambulance (HVA)

EXPLANATION OF TOPIC: The City currently has an arrangement with HVA for performing evidentiary blood draws as needed on a per draw basis. The agreement between the City and HVA expired and the arrangement has continued. This is the request to approve a new agreement with the following revisions which are agreeable to HVA:

- Charge per draw increased from \$50 to \$65 – similar change for court appearance
- Charge for draws can be changed once per year by agreement of the parties in writing
- Agreement will automatically renew for 1-year terms unless terminated
- Exhibit B is eliminated

The agreement can be terminated by either party on 30-days written notice.

The proposed revised agreement is acceptable to HVA and the City Attorney.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Redline revised agreement with Ex A

POSSIBLE COURSES OF ACTION: Approve/Deny/No Action/Postpone

RECOMMENDATION: Approve

SUGGESTED MOTION: Motion to approve the Evidentiary Blood Draw Agreement between City of South Lyon and HVA and authorize the Mayor and Clerk to execute the Agreement on behalf of the City.

AGREEMENT

This Agreement is made and entered into this ____ day of _____, ~~2014~~, 2018, by and between the City of South Lyon ("City"), a Michigan municipal corporation, whose address is 335 S. Warren Street, South Lyon, Michigan 48178, and Huron Valley Ambulance, Inc. ("HVA"), a Michigan nonprofit corporation, whose address is 1200 State Circle, Ann Arbor, Michigan 48108. The parties have agreed to the following terms and conditions:

1. The City desires to institute a procedure whereby an individual, qualified by education, training or experience to withdraw blood, shall withdraw blood from suspects in criminal cases under the supervision and delegation of a licensed physician, in accordance with the terms and conditions set forth in MCL 257.625a(6)(c), MCL 333.16215 and MCL 333.16109. HVA has agreed to cooperate with the City in its implementation of this procedure.

2. The blood withdrawals will take place in a "medical environment" at or near the City of South Lyon Police Department, and under the supervision and delegation of a licensed physician. This includes, but is not limited to, ambulances or other similar locations that are under the control of persons qualified to withdraw blood under the statutes of the State of Michigan.

3. The delegation by the physician will occur in accordance with the written protocols attached as Exhibit A and Exhibit B, and telephone and/or two-way radio communication between the physician and the HVA personnel qualified to withdraw blood.

4. The delegating physician supervising the blood draw will be physically located at Providence Park Hospital, Novi, or another authorized medical control hospital.

5. HVA agrees to allow its personnel that are qualified to withdraw blood under the statutes of the State of Michigan to facilitate the legally required procedure of withdrawing blood in a medical environment located at or near the South Lyon Police Department.

6. HVA agrees that its personnel will also follow the Oakland County Medical Authority Evidentiary Blood Draw Protocol, implemented January 1, 2014, a copy of which is attached hereto as Exhibit A as well as the additional HVA protocol attached as Exhibit B.

7. To the fullest extent permitted by applicable law, HVA agrees to defend, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City and the City's Police Department ("City Indemnitees") from and against any and all third party claims, demands, suits or loss, including all costs connected therewith (including reasonable attorneys fees), and for any damages which may be asserted, claimed or recovered against or from the City Indemnitees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, to the extent arising out of the negligence of HVA in connection with the execution of its duties as outlined in this Agreement.

8. The parties agree to and will comply with all applicable federal, state and local laws and regulations.

9. The South Lyon Police Department will designate a primary contact person for HVA to work with to improve services, resolve conflicts, and investigate complaints, and the Police Department will advise HVA if this individual changes.

10. The City of South Lyon agrees to pay HVA \$5065.00 per blood draw and an additional \$5065.00 if a court appearance by HVA personnel is necessary. The amount charged by HVA to the City for each blood draw and/or court appearance may be adjusted annually, effective on each anniversary date of the Effective Date, upon thirty (30) days written notice from HVA to the City and signed by both parties as provided for in Section 14. HVA agrees to make its personnel involved in specific blood draws available for court appearances as needed and requested by the City.

11. HVA will invoice the City of South Lyon monthly for blood draws and court appearances. Unless an invoice is disputed, the City will remit payment within thirty (30) days of receipt of each invoice from HVA for blood draws and court appearances.

12. The term of this Agreement is for one (1) year from the date of execution and shall renew automatically for ~~two (2) consecutive, additional one-year~~ successive terms of one (1) year, unless cancelled by either party by written notice to the other at least thirty (30) days prior to the date of expiration of this Agreement.

13. This Agreement may be terminated at any time and for any reason by either party upon thirty (30) days written notice.

14. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior written or oral agreements or communications between the parties. No supplement, modification, or amendment of any term, provision or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.

15. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and executed this Agreement on the ____ day of _____, ~~2014~~2018.

WITNESSES:

CITY OF SOUTH LYON:

BY: _____
~~Fedd M. Wallace~~ Daniel L. Pelchat, Mayor

BY: _____
Lisa Deaton, Clerk

HURON VALLEY AMBULANCE, INC.

BY: _____
Name: Dale J. Berry, President and CEO

Exhibit A

Oakland County Medical Control Authority System Protocols EVIDENTIARY BLOOD DRAW PROTOCOL

January, 2017

Page 1 of 2

Evidentiary Blood Draw Protocol (optional)

Purpose

In order to effectively utilize the resources of OCMCA, licensed OCMCA Life Support Agencies may allow Paramedics working for them to draw a sample specimen of blood as allowed under the delegation of the OCMCA EMS Medical Director, a licensed physician by the State of Michigan, pursuant to PA 368 (1978) MCL 333.16215 (Public Health Code) and PA 300 (1940) MCL 257.625a (Michigan Vehicle Code) and subsequent amendments reference these Public Acts. This shall be considered a Priority 3 level of service. However; if a patient presents with a medical condition, the General Pre-hospital Care protocol will be initiated.

Definitions

Consent to Search: Permission given by a person authorizing a law enforcement officer to make a seizure or conduct a search.

Implied Consent: A requirement under Michigan Law; all drivers are to have given their consent for a chemical test upon being arrested for Operating While Intoxicated as part of their application and issuance of a driver's license.

Medical Environment: Any peripatetic area, which is not a freestanding medical facility, that a paramedic obtains a blood sample or specimen (EG: booking area, jail, or other scene where the paramedics may provide medical care).

Warrant: A precept or writ issued by a competent judge or magistrate authorizing a law enforcement officer to make a seizure, or conduct a search.

Procedure

A paramedic may draw a blood specimen if one of the listed criteria is met:

1. When requested by a law enforcement officer, who provides verbal or written verification from the subject who is in custody, that the subject is voluntarily submitting to an Evidentiary Blood Draw as required by Implied Consent under PA 300 (1940) MCL 257.625a (Michigan Vehicle Code).
2. When requested by a law enforcement officer, who is in possession of a consent to search form duly signed by the subject in custody
3. When requested by a law enforcement officer, who is in possession of a search warrant duly signed by a magistrate or judge.

This procedure is done at the delegation of the OCMCA EMS Medical Director, a licensed physician, and under the supervision and at the direction of medical control, to draw blood for the purposes of determining the presence of alcohol and/or drugs as allowed for in PA 368 (1978) MCL 333.16215 (Public Health Code) in a Medical Environment.

Oakland County Medical Control Authority
System Protocols
EVIDENTIARY BLOOD DRAW PROTOCOL

January, 2017

Page 2 of 2

Pre-Radio

PARAMEDIC

1. Obtain blood draw kit from law enforcement officer and only use the provided contents within the kit for collection.
2. Sample shall be obtained in the presence of a law enforcement officer.
3. Do not use alcohol or alcoholic solutions to sterilize skin surface, needle or syringe.
4. In the presence of a law enforcement officer tell the subject that no alcohol was used in sterilizing the skin surface, needle, or syringe; then draw two tubes of venous blood from subject and upon completion of obtaining the specimen, slowly invert blood collection tube(s) several times to distribute the sodium fluoride/potassium oxalate preservative.
5. Complete blood specimen label(s) by entering name of subject, date and time of blood collection, and your name in ink.
6. In the presence of subject, hand tube(s) of blood and label(s) to law enforcement officer for signing, packaging, and transfer to the laboratory.

MCA Oakland County
MCA Board Approval Date: December 2, 2016
MDCH Approval Date: February 24, 2017
MCA Implementation Date: March 1, 2017

Section 6-12

AGENDA NOTE

MEETING DATE: January 8, 2018

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: Liquor Licensing Ordinance

EXPLANATION OF TOPIC: A copy of a revised Liquor License Ordinance based on input from the appointed subcommittee and stakeholders and the public is attached.

Given the extent of revisions, it is recommended that this matter placed on the next Council agenda for a first reading.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Revised ordinance -- clean
- Ordinance -- redline showing changes from first reading on 9-25-17

POSSIBLE COURSES OF ACTION:

RECOMMENDATION: Postpone to January 22, 2018 for first reading

SUGGESTED MOTION: Motion to postpone the Liquor License Ordinance to the January 22, 2018 regular council meeting for a first reading.

ORDINANCE NO. __-18

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO ADD CHAPTER 8 – ALCOHOLIC LIQUOR – TO THE CITY OF SOUTH LYON CODE OF ORDINANCES TO PROVIDE POLICIES AND REGULATIONS FOR THE APPLICATION, REVIEW, ISSUANCE, TRANSFER, RENEWAL, REVOCATION AND ENFORCEMENT OF LIQUOR LICENSES AND FOR THE OPERATION OF LICENSED PREMISES.

THE CITY OF SOUTH LYON ORDAINS:

PART I. Addition of Chapter 8. Chapter 8 – Alcoholic Liquor – is hereby added to the City of South Lyon Code of Ordinances, to read in its entirety as follows:

CHAPTER 8 – ALCOHOLIC LIQUOR

ARTICLE I – GENERAL

Secs. 8-1 – 8-30. - Reserved.

ARTICLE II – LICENSING

Sec. 8-31. - Short title.

This ordinance shall be known and may be cited as the City of South Lyon "Liquor License Ordinance."

Sec. 8-32. – Statement of purpose.

The purpose of this article is to establish the city's policies and procedures for regulating liquor licenses including application and review procedures for the issuance of new on-premises licenses, transfers of on-premises licenses into and within the city and among owners and/or applicants, and for the renewal and revocation of liquor licenses. The process is intended to ensure that the individuals and entities seeking licenses or who propose to operate licensed on-premises liquor establishments within the city, meet certain minimum requirements as to background, experience, financial resources, business operations and management and that the proposed establishment meets the needs of the community. It requires the city council to review application information in light of certain criteria to identify the kinds of applicants and establishments that best qualify for a license and best meet the needs of the City and its residents. It reserves to the city any and all discretion afforded to it under applicable laws relating to the issuance of on-premises licenses.

Sec. 8-33. – Definitions.

The following definitions shall apply to this chapter:

(a) *Act* means the Michigan Liquor Control Code of 1998, Public Act 58 of 1998, MCL 436.1101 et seq., as amended.

(b) *Alcoholic liquor* means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing 1/2 of 1% or more of alcohol by volume that are fit for use for food purposes or beverage purposes as defined and classified by the Michigan Liquor Control Commission.

(c) *Applicant* means and includes all persons and entities proposed to be owners of the license and/or of the licensed premises, all key personnel involved in the management and operation of the licensed business, and all persons and entities proposed to be involved in the finance of the license and/or licensed premises. Applicant includes all owners, shareholders, officers, partners, members, and managers of an entity applying for a license.

(d) *Brewpub* means a license issued in conjunction with a class C, tavern, class A hotel, or class B hotel license that authorizes the person licensed with the class C, tavern, class A hotel, or class B hotel to manufacture and brew not more than 18,000 barrels of beer per calendar year in Michigan and sell at those licensed premises the beer produced for consumption on or off the licensed brewery premises in the manner provided for in sections 405 and 407 of the Michigan Liquor Control Code of 1998. A brewpub is considered a hybrid on- and off-premises liquor license.

(e) *Class C license* means a place licensed to sell at retail beer, wine, mixed spirit drink, and spirits for consumption on the premises.

(f) *Club license* means a liquor license issued to a club as defined by section 107 of the Michigan Liquor Control Code of 1998, Public Act 58 of 1998 (MCL 436.1107).

(g) *Establishment* means a business or premises whose primary function is the serving of alcoholic beverages for consumption on-premises.

(h) *Hotel license* means a liquor license issued to a hotel as defined in section 107 of the Michigan Liquor Control Code of 1998, Public Act 58 of 1998 (MCL 436.1107).

(i) *License* means a contract between the commission and the licensee granting authority to that licensee to manufacture and sell, or sell, or warehouse alcoholic liquor in the manner provided by the Act.

(j) *Licensee* means an individual or entity holding a license issued under this chapter or by the Michigan Liquor Control Commission.

(k) *Michigan Liquor Control Commission* and *MLCC* mean the liquor control commission provided for and created in Section 209 of the Michigan Liquor Control Code of 1998, Public Act 58 of 1998 (MCL 436.1209).

(l) *Micro brewer* means a brewer that produces in total less than 60,000 barrels of beer per year and that may sell the beer produced to consumers at the licensed brewery premises for consumption on or off the licensed brewery premises and to retailers as provided in MCL 436.1203. In determining the 60,000-barrel threshold, all brands and labels of a brewer, whether brewed in this state or outside this state, shall be combined and all facilities for the production of beer that are owned or controlled by the same person shall be treated as a single facility.

(m) *Minor* means an individual less than 21 years of age.

(n) *Off-premises license* means a liquor license to sell alcoholic liquor at retail for consumption off the licensed premises, including SDD, SDM, and other licenses designated as such in the Act.

(o) *On-premises license* shall mean a liquor license to sell alcoholic liquor at retail for consumption on the licensed premises, including Class C, tavern, resort, club, hotel, brewpub and micro brewer licenses.

(p) *Person* means an individual, firm, partnership, limited partnership, association, limited liability company, or corporation.

(q) *Resort license* means a liquor license issued by the Michigan Liquor Control Commission in a resort area, without regard to other Liquor Control Commission quota requirements, in accordance with the Michigan Liquor Control Code of 1998, Public Act 58 of 1998.

(r) *Sale* includes the exchange, barter, traffic, furnishing, or giving away of alcoholic liquor.

(s) *Special license* means a contract between the commission and the special licensee granting authority to that licensee to sell beer, wine, mixed spirit drink, or spirits. The license shall be granted only to such persons and such organization and for such period of time as the commission shall determine so long as the person or organization is able to demonstrate an existence separate from an affiliated umbrella organization. If such an existence is demonstrated, the commission shall not deny a special license solely by the applicant's affiliation with an organization that is also eligible for a special license.

(t) *Special permit* includes, but is not limited to, outdoor service permits, one-day licenses, after hours permits, temporary dance, entertainment, or add bar permits, specific purpose permits, and special licenses, as those terms are defined and utilized in the Michigan Liquor Control Code of 1998, Public Act 58 of 1998.

(u) *Specially designated distributor (SDD)* means a person engaged in an established business licensed by the commission to distribute spirits and mixed spirit drink in the original package for the commission for consumption off the premises.

(v) *Specially designated merchant (SDM)* means a person to whom the commission grants a license to sell beer or wine, or both, at retail for consumption off the licensed premises.

(w) *Tavern* means any place licensed to sell retail beer and wine for consumption on the premises only.

Sec. 8-34. – License required.

No person shall engage in the business of selling alcoholic liquor for consumption on premises in the City of South Lyon, transfer such a license into the city, transfer ownership or location of such a license within of the city, without first obtaining an approval for same by the city council as provided for in this chapter and also obtaining a license or approval therefor as required by the Act and MLCC.

Sec. 8-35. – Plan of operation required.

(a) *Plan of operation.* All on premises licensees shall operate in accordance with a plan of operation approved by the city council.

(b) *Contents of plan.* A plan of operation shall contain an operational statement outlining the proposed manner in which the establishment will be continuously operated consistent with the requirements of this chapter and the city code of ordinances, including, but not limited to, the opening date, the business concept, the anticipated food-to-alcohol ratio, a schedule of the days and hours of operation, method of alcohol management, crowd control/security, use of building facilities, parking facilities and arrangements, plan for interior use and layout, exterior design, layout of any ancillary facilities on the site, dance/entertainment permits needed or requested, estimated cost of building and site improvements, and any other pertinent information as requested by the city.

(c) *Use of liquor license.* It is the intent of the city that approved licenses shall be put into use immediately following approval. Non-use, inactivity, escrowing, or warehousing of licenses is prohibited in the plan of operation.

(d) *Compliance.* Licensees shall comply with all applicable state and city regulations, this chapter, and a plan of operation as approved by city council.

Sec. 8-36. – Application and Review Procedures.

(a) *Application.* In addition to such application(s) as may be required by the Act and the Michigan Liquor Control Commission for licensing by the State of Michigan, each applicant for a new on-premises license, transfer of an on-premises license into the city, or relocation or transfer of an existing on-premises license within the city or among owners and applicants, shall submit to the city clerk's office a fully completed "City of South Lyon Liquor License Application" on a form furnished by the clerk's office signed by the applicant or a duly authorized agent, along with the required fee(s) and all additional documents and materials referred to in the application form or otherwise required under this article.

(b) *Required information.* The applicant shall include, with the application, at least the following:

- (1) Name and address of the applicant. If the applicant is a partnership, the name and address of each partner shall be provided, and a copy of any

partnership agreement attached. If the applicant is a privately-held corporation, the names and addresses of all corporate officers, members of the board of directors, and stockholders shall be provided, and a copy of the articles of incorporation attached. If the applicant is a publicly-held corporation, the names and addresses of all corporate officers, members of the board of directors, and stockholders who own ten percent (10%) or more of the corporate stock shall be provided. If the applicant is a limited liability company, the names and addresses of all members, managers and assignees of membership interests shall be provided, and a copy of the articles of organization attached.

- (2) The type of license and/or related permit(s) requested.
- (3) The address, legal description, and zoning district of the property where the licensed establishment is to be located.
- (4) The name and address of the record fee owner of the premises, and, if the applicant is not the owner, proof of its interest in or right to occupy the premises.
- (5) Building and site plans showing the site and existing structures for the proposed establishment demonstrating compliance with zoning requirements, adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for sound barriers and noise control. If the establishment is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, a conceptual plan showing the relationship of the building to the surrounding properties and uses, and proposed building elevations.
- (6) A plan of operation as referenced in section 8-35.
- (7) A written statement as to the applicant's character, experience, and financial ability to meet the obligations and business undertakings for which the license is to be issued, including the length of time the applicant has been in business of that character; or in the case of a partnership or other business entity, the date when it was created, established or organized.
- (8) Three (3) written references as to the applicant's character, experience, and financial ability to meet the obligations and business undertakings for which the license is desired.
- (9) A written statement identifying the source of all funds which will be relied upon for the establishment and operation of the proposed establishment sought to be licensed including the name and address of the financial institution where such funds are deposited.

- (10) A statement whether the applicant has operated or made application for a similar or another license on any premises other than described in this application, and the status or disposition of such license or application.
- (11) Whether a manager or person other than the applicant will manage the operations of the proposed establishment, and if so, the identity(ies) of such managers or persons.
- (12) A criminal background report of the applicant's criminal history through the Internet Criminal History Access Tool (ICHAT). The applicant is responsible for all charges incurred in requesting and receiving the ICHAT report and the report must be dated within thirty (30) days of the date of the application.
- (13) A statement that the applicant is not disqualified to receive a license for any reason under this chapter or state law.
- (14) An accurate record and history of any liquor license or Liquor Control Act violations by the applicant, and any entity the applicant has worked for or had a substantial interest in, or by a parent or subsidiary entity of the applicant for the immediate preceding five (5) years.
- (15) A written statement explaining in detail how the application and applicant meet the review criteria listed in subsection (f).
- (16) Any other information pertinent to the applicant, premises, and operation of the proposed establishment as may be required by this chapter, including information regarding each of the criteria listed in subsection (f).

(c) *Investigation.* Following receipt of a complete application, fees and other information as may be requested by the city, the city manager will refer the application to the police department, fire department, planning department, building department, economic development department, public works department, and such other departments as deemed appropriate, which departments shall cause a thorough review and investigation of the applicant(s) and premises to be completed, including, but not limited to, an investigation regarding the background of the applicant(s) and owners, a complete history of past business and experience and liquor law violations, the proposed premises, code compliance, payment of taxes and utility charges, availability of utilities. The findings and results of the investigations, including where applicable, recommendations, shall be provided to the city manager, who shall then report same to the city council. In making its reviews and investigations, the city, and its departments, may request other pertinent information from the applicant.

(d) *Placement upon city council agenda.* Upon receipt by the city manager of the findings, results, and recommendations of the department investigations, the city manager shall place the application on a city council agenda for consideration. Due notice will be provided to the applicant, and the applicant will be required to appear before the city council and make an oral and/or written presentation and address any questions concerning the application.

(e) *City council action required.* All applications are subject to action by the city council. The city council may approve with or without conditions, postpone consideration for a reasonable period, or deny the license. If the license is either approved or denied, the city council shall cause its decision to be transmitted to the Michigan Liquor Control Commission and promptly give notice of the decision to the applicant, in writing. Unless otherwise indicated by the city council, all approvals are conditioned upon the applicant obtaining any required building permits and any other necessary permits, licenses, or approvals from the city, including special land use approval, or approvals from other regulatory agencies within sixty (60) days or such other time period specified by the city council from the date of such conditional approval. The construction of new buildings and alterations of existing buildings shall commence within six (6) months after the date of the conditional approval, with a completion date of no more than one (1) year after the issuance of the relevant building permit. Extensions of time for completion of construction or alteration or to meet conditions may be granted by the city council for good cause as determined in its sole discretion. Failure to comply with such conditions shall render the license, and any approval, subject to revocation.

(f) *Review criteria.* In making its determination pursuant to section 8-36(e), the city council may consider and/or weigh, in its discretion, the following factors:

- (1) Surrounding land uses and proximity to residences, schools, and churches, and any potential adverse effect the surrounding area and land uses, including vehicular and pedestrian traffic and movement, parking, noise and input from residents and businesses.
- (2) The investigations, findings and recommendations of the city departments regarding the applicant, application, and proposed premises and establishment.
- (3) The applicant's history and experience, if any, in conducting a business holding a liquor license, including history of MLCC violations and other business and operations and management experience.
- (4) The applicant's financial status and its ability to build and/or operate the proposed establishment.
- (5) Past criminal convictions of the applicant for felonies and crimes involving moral turpitude, violence, or alcoholic liquors, including, but not limited to: gambling, prostitution, weapons, tax evasion, fraudulent activity, controlled substances, crimes or violations of such a nature that it may impair the ability of the applicant to operate a licensed establishment in a safe and competent manner.
- (6) Non-payment or late payment of taxes and utility bills.
- (7) The availability of utilities to serve the proposed establishment.
- (8) Compliance with applicable building, plumbing, electrical and fire prevention codes, zoning ordinance, or other applicable ordinances, laws, codes, and regulations.

- (9) The nature and extent of preservation or restoration of existing or historic buildings.
- (10) The number, proximity and capacity of similar licensed establishments in the city and surrounding area.
- (11) The amount to be invested in the proposed premises/establishment and the effect on the economic development of the city or the surrounding area.
- (12) Whether the proposed establishment is part of a multi-use project with substantial new retail, office or residential components; the size of the proposed establishment relative to the overall project or development.
- (13) Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business establishment at the location proposed.
- (14) The plan of operation including the type or character of proposed establishment and services, menu and entertainment to be offered, the overall theme, atmosphere, or ambiance of the proposed business, the proposed hours and days of operation, the proposed ratio of sales of food to alcohol, the size and percent of floor area devoted to kitchen, dining, dance floor, bar, outdoor service areas.
- (15) The impact of the establishment on city policing and code enforcement activities, and the possibility of consequent costs to the city.
- (16) The overall benefits and/or detriments of the proposed establishment to the city.
- (17) Any other factors that may affect the health, safety and/or welfare of the general public.

(g) *Restrictions on licenses.* No license shall be issued to the following unless such applicable restriction is waived by city council:

- (1) Any person whose liquor license has been revoked or not renewed for cause under this article, or a comparable local ordinance or state law, whether in Michigan or otherwise.
- (2) Any person who, at the time of application or renewal of any license issued hereunder, would not be eligible for such license upon a first application.
- (3) Any applicant, including any owner, shareholder, officer, partner, member, manager, or assignee thereof, owing a ten percent (10%) interest or more would not be eligible to receive a license hereunder or the Act for any reason.

- (4) Any person who does not own the premises for which a license is sought or does not have a lease or other right to possess or occupy the premises for the full period for which the license is issued.
- (5) Any law enforcement official or any member of the council, or to any such official having interest in any way, either directly or indirectly, in manufacture, sale or distribution of alcoholic liquor.
- (6) Any applicant who omits or falsifies any information required by this article.
- (7) Any premises where there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations or any other applicable city ordinance without approved arrangements for correction or achieving compliance.
- (8) Any premises that does not, or will not reasonably soon after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, noise or nuisance control, or such new construction or remodeling as proposed would not be completed.

(h) *Changes in plans, drawings, etc.* After receipt of a conditional approval by the city council, no site plan, floor plan, building elevation, seating arrangement, kitchen layout, or other pertinent facts, drawings, or documents submitted to the city may be changed without the applicant first receiving approval from the city planning, engineering, and building departments and city council.

(i) *Recommendation for approval of liquor license.* Upon completion of the building and/or improvements and satisfaction of all other conditions and in accordance with the prior conditional approval of the city council and resolution, if applicable, the city council shall then recommend, above all others, the applicant for approval of the liquor license to the Liquor Control Commission of the State of Michigan.

(j) *Reservation of authority.* No applicant for a liquor license has a right to the issuance of such license, and the city council reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such licenses.

Sec. 8-37. -- Substantial changes in licensed operations.

(a) Substantial changes in the licensee's operations or plan of operation within three (3) years of the license being issued must be approved by the city council. Substantial changes shall include, but are not limited to: changes in space, percentage of food or other sales not related to liquor, changes in hours of operations, capacity, or parking of twenty-five percent (25%) or more. Changes in the theme, style or character of an establishment, alone, shall not constitute a substantial change. No fee shall be charged for this process. The licensee is responsible for compliance with this section within fourteen (14) days of the change of information or circumstances.

(b) Variance from or failure to comply with an approved plan of operation or obtain approval of a substantial change in operations of a licensed establishment is a violation of this article and may result in the city objecting to the renewal or recommending revocation of the license, or other action.

Sec. 8-38. – Transfers of existing on-premises licenses.

(a) The city council has determined that profiteering by on-premises liquor licensees is contrary to the best interests of the city. Accordingly, to prevent profiteering, to the full extent authorized by law, the city council shall not approve the transfer of an on-premises liquor license issued as a new license under this chapter within three (3) years of the date of the original issuance of the license except that the city council may, but is not required to, waive this restriction in the following circumstances:

- (1) If the licensee is a natural person, he or she dies or becomes incapacitated.
- (2) If the licensee is a business entity (e.g., limited liability company, corporation, partnership), the majority interest holder or owner dies or becomes incapacitate, or the business entity dissolves for reasons other than to transfer the license.
- (3) The licensee and the proposed transferee establish that the transfer shall not result in profiteering.
- (4) The application of this section will subject the licensee to financial hardship due to no fault of its own, such as a change in the business climate, illness or death, labor or supply problems, and/or other factors outside the licensee's control.

(b) The transfer of any existing on-premises liquor license into, within, out of the city or to a different owner(s) shall require approval of the city council. An applicant for approval of a license transfer and the use and occupancy of such a license shall:

- (1) Submit an application with all of the information required under Section 8-36(b) above for a new on-premises liquor license, including a plan of operation;
- (2) Pay the applicable fees.
- (3) Furnish any necessary authorization allowing the city access to any and all files which may be in the Michigan Liquor Control Commission's possession regarding the transferee as a present licensee, or as a previous licensee, or in which transferee has or has had a partial interest in.

(c) In reviewing an application for license transfer, the city council may consider the criteria listed in Section 8-36(f).

(d) Requests for approvals of transfers of licenses shall be approved or denied in the sole discretion of the city council.

(e) Transfers that involve the following circumstances may be placed on a city council agenda for consideration, without payment of a fee and without the necessity of furnishing the information required for new licenses:

- (1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.
- (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.
- (3) The occurrence of any of the following events: i) a corporate stock split, ii) issuing previously unissued stock shares to an existing shareholder, iii) redemption of stock shares by a licensed corporation; and iv) a public offering of stock.

(f) Existing permits ancillary to liquor licenses are transferred with the liquor license unless cancelled in writing. Transferees must present plans regarding the operation they intend to conduct using a permit.

Sec. 8-39. – Objections to renewal and requests for revocation.

(a) *Generally.* The city council may, at any time, review a license and object to a renewal or request the revocation of a liquor license with the MLCC.

(b) *Procedure.* Before filing an objection to the renewal or requesting revocation of a license with the MLCC, the city shall serve the licensee a notice of hearing, by first class mail, mailed not less than ten (10) days prior to the hearing, which shall contain the following information:

- (1) Reason(s) for the hearing and proposed action.
- (2) Date, time and place of the hearing.
- (3) A statement that the licensee may present evidence and testimony, and may confront witnesses and may be represented by a licensed attorney.

(c) *Hearing and final decision.* The hearing may be conducted by city council as a whole, or by a hearing officer appointed by the city council for such purposes. If a hearing officer is appointed, it shall be the officer's duty to conduct the hearing and hear and take evidence and testimony. After the hearing, the hearing officer shall make a recommendation to the city council for its ultimate final review and decision. The city council shall submit to the licensee and the MLCC, a written statement of its ultimate findings and determination.

(d) *Criteria for non-renewal or revocation.* The city council may recommend non-renewal or request revocation of a license upon a determination by it that, based upon a preponderance of the evidence presented at a hearing, any of the following exists:

- (1) A violation of any section of this chapter, the Act, or the rules and regulations of the MLCC, including sales of alcoholic liquor to minors.
- (2) A violation of any applicable building, electrical, mechanical, plumbing or fire code; applicable zoning regulations; applicable public health regulations; applicable rules and regulations of the county health department; or any other applicable city code provision.
- (3) Maintenance of a nuisance on the premises.
- (4) A license being or remaining unused or inactive for one (1) year after being issued without further approval from the city council.
- (5) A license being placed in and remaining in escrow for five (5) years or more.
- (6) A material change in those conditions, statements or representations contained in the written application by the licensee, including a plan of operation, upon which the city council based its recommendation for approval, when, in the judgment of the city council, that change is found to be contrary to the best interest of the city and/or its residents.
- (7) A licensee has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance.
- (8) The premises does not, or will not reasonably soon, have adequate off-street parking, lighting, refuse disposal facilities, screening, noise or nuisance control where a nuisance does or will exist.
- (9) Non-payment of taxes relating to the premises related to the license.
- (10) Other factors negatively impacting the general health, safety and welfare of the community and the public.

Sec. 8-40. – Fees.

Each applicant for a new on-premises license or license transfer shall pay a nonrefundable application investigation fee in an amount set by city council resolution. Such fee will be in addition to any fee(s) required by the MLCC.

Sec 8-41. – Nudity.

No person, while appearing in a state of public nudity as defined in Section 5h of Act 279 of 1909, being MCL 117.5h, shall frequent, loiter, work for or perform in any establishment licensed or

subject to licensing by the state liquor control commission. No proprietor or operator of any such establishment shall allow the presence in such establishment of any person who violates the provisions of this section.

Sec. 8-42 through 8-69. Reserved.

PART II. 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 III. 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 IV. 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 V. Effective Date; Publication. This ordinance shall take effect upon the later of ten (10) days after adoption or upon publication thereof as provided by the Charter of the City of South Lyon.

Made, passed and adopted by the South Lyon City Council this ____ day of _____, 2017.

Daniel L. Pelchat, 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 _____, 2017.

Lisa Deaton, City Clerk

Adopted:
Published:
Effective:

COMPARING
SEPT 2017
to DEC 2017

ORDINANCE NO. __-178

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO ADD CHAPTER 8 – ALCOHOLIC LIQUOR – TO THE CITY OF SOUTH LYON CODE OF ORDINANCES TO PROVIDE POLICIES AND REGULATIONS FOR THE APPLICATION, REVIEW, ISSUANCE, TRANSFER, RELOCATION, RENEWAL, REVOCATION AND ENFORCEMENT OF LIQUOR LICENSES AND PERMITS AND FOR THE OPERATION OF LICENSED PREMISES.

THE CITY OF SOUTH LYON ORDAINS:

PART I. Addition of Chapter 8. Chapter 8 – Alcoholic Liquor – is hereby added to the City of South Lyon Code of Ordinances, to read in its entirety as follows:

CHAPTER 8 – ALCOHOLIC LIQUOR

ARTICLE I – GENERAL

Secs. 8-1 – 8-30. - Reserved.

ARTICLE II – LICENSING

Sec. 8-31. - Short title.

This ordinance shall be known and may be cited as the City of South Lyon "Liquor License Ordinance."

Sec. 8-32. – Statement of purpose.

The purpose of this article is to establish the city's policies and procedures for regulating liquor licenses including ~~the issuance, transfer, relocation, renewal, revocation, and enforcement of liquor licenses and permits, and the operation of licensed premises.~~

~~Sec. 8-33. – Licensing policy.~~

~~New licenses or permits and transfers of licenses will be approved in the sole discretion of the city council.~~

~~This article establishes an application and review procedure~~procedures for the issuance of new on-premises licenses and permits, the transfer, transfers of on-premises licenses into and within the city and among owners and/or applicants, and for the renewal and revocation of liquor licenses. The process is intended to ensure that the individuals and entities seeking licenses ~~from, or charged with operating~~who propose to operate licensed on-premises liquor establishments within the city, meet certain minimum requirements as to criminal history, past conduct, and ongoing background, experience, financial resources, business operation

~~standards, operations and management and that the proposed establishment meets the needs of the community.~~ It requires the city council to review of application information in light of certain criteria that is established for purposes of identifying to identify the kinds of applicants and establishments that best qualify for a license, and best meet the needs of the City and its residents. It reserves to the city any and all discretion afforded to it under applicable ~~law~~laws relating to the issuance of on-premises licenses.

Sec. 8-3433. – Definitions.

The following definitions shall apply to this chapter:

(a) Act means the Michigan Liquor Control Code of 1998, Public Act 58 of 1998, MCL 436.1101 et seq., as amended.

(a)(b) Alcoholic liquor means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing 1/2 of 1% or more of alcohol by volume that are fit for use for food purposes or beverage purposes as defined and classified by the Michigan Liquor Control Commission.

(b)(c) Applicant means and ~~include~~includes all persons and entities proposed to be owners of the license and/or of the licensed premises, all key personnel involved in the management and operation of the licensed business, and all persons and entities proposed to be involved in the finance of the license and/or licensed premises. Applicant includes all owners, shareholders, officers, partners, members, and managers of an entity applying for a license.

(e)(d) Brewpub means a license issued in conjunction with a class C, tavern, class A hotel, or class B hotel license that authorizes the person licensed with the class C, tavern, class A hotel, or class B hotel to manufacture and brew not more than 18,000 barrels of beer per calendar year in Michigan and sell at those licensed premises the beer produced for consumption on or off the licensed brewery premises in the manner provided for in sections 405 and 407 of the Michigan Liquor Control Code of 1998. A brewpub is considered a hybrid on- and off-premises liquor license.

(d)(e) Class C license means a place licensed to sell at retail beer, wine, mixed spirit drink, and spirits for consumption on the premises.

(e)(f) Club license means a liquor license issued to a club as defined by section 107 of the Michigan Liquor Control Code of 1998, Public Act 58 of 1998 (MCL 436.1107).

(g) Establishment means a business or premises whose primary function is the serving of alcoholic beverages for consumption on-premises.

(f)(h) Hotel license means a liquor license issued to a hotel as defined in section 107 of the Michigan Liquor Control Code of 1998, Public Act 58 of 1998 (MCL 436.1107).

~~(g)~~(l) *License* means a contract between the commission and the licensee granting authority to that licensee to manufacture and sell, or sell, or warehouse alcoholic liquor in the manner provided by ~~this act~~ the Act.

(j) *Licensee* means an individual or entity holding a license issued under this chapter or by the Michigan Liquor Control Commission ~~means~~.

~~(h)~~(k) *Michigan Liquor Control Commission and MLCC* mean the liquor control commission provided for and created in Section 209 of the Michigan Liquor Control Code of 1998, Public Act 58 of 1998 (MCL 436.1209).

~~(i)~~(l) *Micro brewer* means a brewer that produces in total less than 60,000 barrels of beer per year and that may sell the beer produced to consumers at the licensed brewery premises for consumption on or off the licensed brewery premises and to retailers as provided in MCL 436.1203. In determining the 60,000-barrel threshold, all brands and labels of a brewer, whether brewed in this state or outside this state, shall be combined and all facilities for the production of beer that are owned or controlled by the same person shall be treated as a single facility.

(m) *Minor* means an individual less than 21 years of age.

~~(j)~~(n) *Off-premises license* means a liquor license to sell alcoholic liquor at retail for consumption off the licensed premises, including SDD, SDM, ~~brewpub, and micro brewer~~ other licenses designated as such in the Act.

~~(k)~~(o) *On-premises license* shall mean a liquor license to sell alcoholic liquor at retail for consumption on the licensed premises, including Class C, tavern, resort, club, hotel, brewpub and micro brewer licenses.

~~(i)~~(p) *Person* means an individual, firm, partnership, limited partnership, association, limited liability company, or corporation.

~~(m)~~(q) *Resort license* means a liquor license issued by the Michigan Liquor Control Commission in a resort area, without regard to other Liquor Control Commission quota requirements, in accordance with the Michigan Liquor Control Code of 1998, Public Act 58 of 1998.

~~(n)~~(r) *Sale* includes the exchange, barter, traffic, furnishing, or giving away of alcoholic liquor.

~~(e)~~(s) *Special license* means a contract between the commission and the special licensee granting authority to that licensee to sell beer, wine, mixed spirit drink, or spirits. The license shall be granted only to such persons and such organization and for such period of time as the commission shall determine so long as the person or organization is able to demonstrate an existence separate from an affiliated umbrella organization. If such an existence is demonstrated, the commission shall not deny a special license solely by the applicant's affiliation with an organization that is also eligible for a special license.

~~(p)~~(t) *Special permits* ~~include~~ permit includes, but are not limited to, outdoor service permits, one-day licenses, after hours permits, temporary dance, entertainment, or add bar

permits, specific purpose permits, and special licenses, as those terms are defined and utilized in the Michigan Liquor Control Code of 1998, Public Act 58 of 1998.

~~(e)~~(u) *Specially designated distributor (SDD)* means a person engaged in an established business licensed by the commission to distribute spirits and mixed spirit drink in the original package for the commission for consumption off the premises.

~~(r)~~(v) *Specially designated merchant (SDM)* means a person to whom the commission grants a license to sell beer or wine, or both, at retail for consumption off the licensed premises.

~~(s)~~(w) *Tavern* means any place licensed to sell retail beer and wine for consumption on the premises only.

Sec. 8-3534. – License required.

No person shall engage in the business of selling alcoholic liquor for consumption on premises in the City of South Lyon, transfer such a liquor license into the city, transfer ownership or location of such a liquor license within of the city, without first obtaining an approval for same by the city council as provided for in this articlechapter and also obtaining a liquor license or approval therefor as required inby the Michigan Liquor Control Code of 1998, Public Act 58 of 1998, as amended and MLCC.

Sec. 8-3635. – Plan of operation required.

(a) *Plan of operation.* All on-premises licensees shall operate in accordance with a plan of operation approved by the city council.

(b) *Contents of plan.* A plan of operation shall contain an operational statement outlining the proposed manner in which the establishment will be continuously operated ~~in a~~ manner consistent with the requirements of this articlechapter and the city code of ordinances, including, but not limited to, the opening date, the business concept, the anticipated food-to-alcohol ratio, a schedule of the days and hours of operation, method of alcohol management, crowd control/security, use of building facilities, parking facilities and arrangements, plan for interior use and layout, exterior design, layout of any ancillary facilities on the site, dance/entertainment permits needed or requested, estimated cost of building and site improvements, and any other pertinent information as requested by the city.

(c) *Use of liquor license.* It is the intent of the city that approved licenses shall be put into use immediately following approval. Non-use, inactivity, escrowing, or warehousing of licenses ~~shall~~ is prohibited in the plan of operation.

(d) *Compliance.* Licensees shall comply with all applicable state and city regulations, this articlechapter, and a plan of operation as approved by city council.

~~(e) —~~ *Changes in plan.* Substantial changes to a plan of operation shall be approved by the city council before implementation of the change by the licensee as provided for in Section 8-38.

Sec. 8-37. — 8-36. – Application and Review Procedures.

(a) *Application.* In addition to such application(s) as may be required by the Act and the Michigan Liquor Control Commission for licensing by the State of Michigan, each applicant for a new on-premises liquor license, ~~expansion of an existing licensed establishment license~~, transfer of an on-premises license into the city, or relocation or transfer of an existing on-premises license within the city or among owners and applicants, shall submit to the city clerk's office a fully completed "City of South Lyon Liquor License Application" on a form furnished by the clerk's office signed by the applicant or a duly authorized agent, along with the required fee(s) and all additional documents and materials referred to in the application form or otherwise required under this article.

(b) *Required information.* The applicant shall include, with the application, at least the following:

- (1) Name and address of the applicant. If the applicant is a partnership, the name and address of each partner shall be provided, and a copy of any partnership agreement attached. If the applicant is a privately-held corporation, the names and addresses of all corporate officers, members of the board of directors, and stockholders shall be provided, and a copy of the articles of incorporation attached. If the applicant is a publicly-held corporation, the names and addresses of all corporate officers, members of the board of directors, and stockholders who own ten ~~(10)~~ percent (10%) or more of the corporate stock shall be provided. If the applicant is a limited liability company, the names and addresses of all members, managers and assignees of membership interests shall be provided, and a copy of the articles of organization attached.
- (2) The type of license and/or related permit(s) requested.
- (3) The address, legal description, and zoning district of the property where the ~~license~~licensed establishment is to be located.
- (4) The name and address of the record fee owner of the premises, and, if the applicant is not the owner, proof of its interest in or right to occupy the premises.
- (5) Building and site plans showing the site and existing structures for the proposed establishment demonstrating compliance with zoning requirements, adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for sound barriers and noise control. If the establishment is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, a conceptual plan showing the relationship of the building to the surrounding properties and uses, and proposed building elevations.
- (6) A plan of operation as referenced in section 8-35.

- (7) A written statement as to the applicant's character, experience, and financial ability to meet the obligations and business undertakings for which the license is to be issued, including the length of time the applicant has been in business of that character; or in the case of a partnership or other business entity, the date when it was created, established or organized.
- (8) Three (3) written references as to the applicant's character, experience, and financial ability to meet the obligations and business undertakings for which the license is desired.
- ~~(9) The name and address of the financial institution where the applicant's funds for establishment and operation of the proposed establishment sought to be licensed are deposited.~~
- ~~(10)~~(9) A written statement identifying the source of all funds which will be relied upon for the establishment and operation of the proposed establishment sought to be licensed including the name and address of the financial institution where such funds are deposited.
- ~~(11)~~(10) A statement whether the applicant has operated or made application for a similar or another license on any premises other than described in this application, and the status or disposition of such license or application.
- (11) Whether a manager or person other than the applicant will manage the operations of the proposed establishment, and if so, the identity(ies) of such managers or persons.
- (12) A criminal background report of the applicant's criminal history through the Internet Criminal History Access Tool (ICHAT). The applicant is responsible for all charges incurred in requesting and receiving the ICHAT report and the report must be dated within thirty (30) days of the date of the application.
- (13) A statement that the applicant is not disqualified to receive a license byfor any reason of any matter or thing contained inunder this articlechapter or by state law.
- ~~(14) A statement that the applicant will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of South Lyon or the administrative rules of any regulatory agency in the conduct of its business.~~
- ~~(15)~~(14) An accurate record and history of any liquor license complaintor Liquor Control Act violations by the applicant, and any entity the applicant has worked for or had a substantial interest in, or by a parent or subsidiary entity of the applicant for the immediate preceding five (5) years.

~~(16)~~(15) _____ A written statement explaining in detail how the application and applicant meet the review criteria listed in subsection (f).

~~(17)~~(16) _____ Any other information pertinent to the applicant, premises, and operation of the proposed establishment as may be required by this chapter, including information regarding each of the criteria listed in subsection (f).

(c) *Investigation.* Following receipt of a complete application, fees and other information as may be requested by the city, the city manager will refer the application to the police department, fire department, planning department, building department, economic development department, public works department, and such other departments as deemed appropriate, which departments shall cause a thorough review and investigation of the applicant(s) and premises to be completed, including, but not limited to, an investigation regarding the background of the applicant(s) and owners, a complete history of past business and experience and liquor law violations, the proposed premises, code compliance, payment of taxes and utility charges, availability of utilities. The findings and results of the investigations, including where applicable, recommendations, shall be provided to the city manager, who shall then report same to the city council. In making its reviews and investigations, the city, and its departments, may request other pertinent information from the applicant.

(d) *Placement upon city council agenda.* Upon receipt by the city manager of the findings, results, and recommendations of the ~~departments~~department investigations, the city manager shall place the application on the city council agenda for consideration. Due notice will be provided to the applicant, and the applicant will be required to appear before the city council and make an oral and/or written presentation and address any questions concerning the application.

(e) *City council action required.* All applications are subject to action by the city council. The city council may approve, ~~conditionally approve the requested license with or without conditions~~, postpone consideration for a reasonable period, or deny the license. If the license is either approved or denied, the city council shall cause its decision to be transmitted to the Michigan Liquor Control Commission and promptly give notice of the decision to the applicant, in writing. Unless otherwise indicated by the city council, all approvals are conditioned upon the applicant obtaining any required building permits and any other necessary permits, licenses, or approvals from the city, including special land use approval, or approvals from other regulatory agencies within sixty (60) days or such other time period specified by the city council from the date of such conditional approval. The construction of new buildings and alterations of existing buildings shall commence within six (6) months after the date of the conditional approval, with a completion date of no more than one (1) year after the issuance of the relevant building permit. Extensions of time for completion of construction or alteration or to meet conditions may be granted by the city council for good cause: as determined in its sole discretion. Failure to comply with such conditions shall render the license, and any approval, subject to revocation.

(f) *Review criteria.* In making its determination pursuant to section 8-3736(e), the city council may consider and/or weigh, in its discretion, the following factors:

~~(1) — The possibility of a consequent cost on the city.~~

- ~~(1) The general and appropriate trend and character of land, building, and population development.~~
- (1) Proximity~~Surrounding land uses and proximity~~ to residences, schools, and churches, ~~with consideration of and any potential adverse effect the proposed establishment may have on such land uses and the surrounding area and land uses, including vehicular and pedestrian traffic and movement, parking, noise and input from residents and businesses.~~
- (2) The investigations, findings and recommendations of the city departments regarding the applicant, application, and proposed premises and establishment.
- ~~(3) Input from residents and surrounding business owners.~~
- ~~(4) Impact of the establishment on surrounding businesses and neighborhoods.~~
- ~~(5) The effect of the proposed establishment on vehicular and pedestrian traffic in the area.~~
- ~~(6)~~(1) The availability of adequate parking on the property and nearby, taking all circumstances of the location into consideration, and the effect on parking.
- ~~(7)~~(1) Whether the proposed establishment is part of a multi-use project with substantial new retail, office or residential components; the size of the proposed establishment relative to the overall project or development.
- ~~(8)~~(3) The applicant's history and experience, if any, in conducting a business holding a liquor license, including history of MLCC violations and other business and operations and management experience.
- ~~(9) Liquor Control Commission violation history.~~
- ~~(10)~~(4) The applicant's financial status and its ability to build and/or operate the proposed establishment.
- ~~(11)~~(5) Past criminal convictions of the applicant for felonies and crimes involving moral turpitude, violence, or alcoholic liquors, including, but not limited to: gambling, prostitution, weapons, tax evasion, fraudulent activity, controlled substances, crimes or violations of such a nature that it may impair the ability of the applicant to operate a licensed business establishment in a safe and competent manner.
- ~~(12)~~(6) Non-payment or late payment of taxes and utility bills.
- ~~(13)~~(7) The availability of utilities to serve the proposed premises establishment.

- ~~(14)~~(8) Compliance with applicable building, plumbing, electrical and fire prevention codes, zoning ordinance, or other applicable ordinances, laws, codes, and regulations.
- ~~(15)~~(9) The nature and extent of preservation or restoration of existing or historic buildings.
- ~~(16)~~(10) _____ The number, proximity and capacity of similar licensed establishments in the city- and surrounding area
- ~~(17)~~—The amount to be invested in the proposed premises/establishment-
- ~~(18)~~—Locating in an underdeveloped area-
- ~~(11)~~—The and the effect on the economic development of the city or the surrounding area.
- ~~(12)~~—Whether the proposed establishment is part of a multi-use project with substantial new retail, office or residential components; the size of the proposed establishment relative to the overall project or development-
- ~~(19)~~—
- ~~(20)~~(13) _____ Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business establishment at the location proposed.
- ~~(21)~~—TheThe plan of operation including the type or character of proposed establishment and services, menu and entertainment to be offered-
- ~~(22)~~—The, the overall theme, atmosphere, or ambiance of the proposed business-
- ~~(23)~~—The, the proposed hours and days of operation-
- ~~(24)~~—The, the proposed ratio of sales of food to alcohol-
- ~~(25)~~(14) _____ The, the size and percent of floor area devoted to kitchen, dining, dance floor, bar, outdoor service areas.
- ~~(26)~~(15) _____ The impact of the establishment on city policing and code enforcement activities, and the possibility of consequent costs to the city.
- ~~(27)~~(16) _____ The overall benefits and/or detriments of the proposed establishment to the city.
- ~~(28)~~(17) _____ Any other factors that may affect the health, safety and/or welfare of the general public.

(g) *Restrictions on licenses.* No license shall be issued to the following unless such applicable restriction is waived by city council:

- (1) ~~A~~Any person whose liquor license has been revoked or not renewed for cause under this article, or a comparable city or township local ordinance or state law, whether in Michigan or otherwise.
- (2) ~~A~~Any person who, at the time of application or renewal ~~or of~~ any license issued hereunder, would not be eligible for such license upon a first application.
- (3) ~~A~~Any applicant, including any owner, shareholder, officer, partner, member, manager, or assignee thereof, owing a ten ~~(10)~~-percent (10%) interest or more would not be eligible to receive a license hereunder or the Act for any reason.
- ~~(4)~~ ~~A person who has been convicted of a crime involving theft, dishonesty, or false statement (including tax evasion); or has been convicted or found responsible for a violation of any federal or state law or Administrative Rules of the Michigan Liquor Control Commission concerning the manufacture, possession, or sale of alcoholic liquor or controlled substances, or similar violation of another state or country.~~
- ~~(5)~~(4) ~~A~~Any person who does not own the premises for which a license is sought or does not have a lease therefor or other right to possess or occupy the premises for the full period for which the license is issued.
- ~~(6)~~(5) Any law enforcement official or any member of the council, or to any such official having interest in any way, either directly or indirectly, in manufacture, sale or distribution of alcoholic liquor.
- ~~(7)~~(6) Any applicant who omits or falsifies any information required by this article.
- ~~(8)~~(7) ~~Premises~~Any premises where there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations or any other applicable city ordinance without approved arrangements for correction or achieving compliance.
- ~~(9)~~(8) ~~Premises~~Any premises that ~~does~~ not, or will not reasonably soon after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, noise or nuisance control, or such new construction or remodeling as proposed would not be completed.
- ~~(10)~~ ~~To any person or any premises where any real property taxes, personal property taxes, or any other obligations are due and payable to the city.~~

(h) *Changes in plans, drawings, etc.* After receipt of a conditional approval by the city council, no site plan, floor plan, building elevation, seating arrangement, kitchen layout, or other

pertinent facts, drawings, or documents submitted to the city may be changed without the applicant first receiving approval from the city planning, engineering, and building departments and city council.

(i) *Recommendation for approval of liquor license.* Upon completion of the building and/or improvements and satisfaction of all other conditions and in accordance with the prior conditional approval of the city council and resolution, if applicable, the city council shall then recommend, above all others, the applicant for approval of the liquor license to the Liquor Control Commission of the State of Michigan.

~~(j) *Issuance of available quota licenses.* City council shall not recommend approval of an applicant for an available quota liquor license without the execution of an agreement between the applicant and the city, in a form approved by the city, prohibiting its transfer outside of the city and requiring cancellation/termination when appropriate.~~

~~(k)(i) *Reservation of authority.* No applicant for a liquor license has a right to the issuance of such license to him, her or it, and the city council reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such licenses.~~

Sec. 8-38. — ~~Changes~~³⁷. — Substantial changes in licensed operations.

(a) Substantial changes in the licensee's operations shall or plan of operation within three (3) years of the license being issued must be approved by the city council. Substantial changes shall include, but are not limited to: changes in space of more than ten percent (10%); reduction of more than ten percent (10%) in, percentage of food or other sales not related to liquor, or changes in the approved plan which affects hours of operations, capacity, or parking; noise generated or other impact on adjacent residents of twenty-five percent (25%) or property owners more. Changes in the theme, style or character of an establishment, alone, shall not constitute a substantial change. No fee shall be charged for this process. Whenever the information submitted by a licensee pursuant to the application process contained in this chapter changes, it shall be the duty of the licensee to notify the city and to supplement the information previously submitted. The licensee is responsible for compliance with this section within ten (10) fourteen (14) days of the change of information or circumstances.

(b) Failure of such compliance or variance~~Failure~~ from or failure to comply with an approved plan operation of operation or obtain approval of a substantial change in operations of a licensed establishment is a violation of this article and may result in the city objecting to the renewal or recommending revocation of the license, or other action.

Sec. 8-39. — ~~Inactive~~³⁸. — Transfers of existing on-premises licenses.

(a) The city council has determined that profiteering by on-premises liquor licensees is contrary to the best interests of the city. Accordingly, to prevent profiteering, to the full extent authorized by law, the city council shall not approve the transfer of an on-premises liquor license issued as a new license under this chapter within three (3) years of the date of the original issuance of the license except that the city council may, but is not required to, waive this restriction in the following circumstances:

- ~~(1) If the licensee is a natural person, he or she dies or becomes incapacitated.~~
- ~~(2) If the licensee is a business entity (e.g., limited liability company, corporation, partnership), the majority interest holder or owner dies or becomes incapacitate, or the business entity dissolves for reasons other than to transfer the license.~~
- ~~(3) The licensee and the proposed transferee establish that the transfer shall not result in profiteering.~~

~~In the event a license remains unused or inactive for one (1) year after being issued without further approval from city council, the city council may object to renewal or recommend revocation of the license.~~

~~Sec. 8-40. Term of license.~~

~~Approval of a license shall be for a period of one (1) year, expiring annually on April 30 following the date of issuance. The liquor license is The application of this section will subject to review by the city council for continued compliance with the regulations of this article.~~

~~Sec. 8-41. Annual license review.~~

~~The city may undertake a review of any license at any time for purposes of making recommendations to the Michigan Liquor Control Commission regarding renewal of said licenses. The city may consider whether a licensed establishment has been operated in a manner consistent with the provisions of this chapter and all other applicable laws and regulations and whether continued operation of the licensed establishment is reasonably likely to adversely affect the surrounding neighborhood or investment in real property therein, and this consideration shall include, inter alia, entertainment, events or promotions, and whether impact upon the neighborhood is otherwise contrary to the peace, order and tranquility of the community.~~

~~Sec. 8-42. Application procedure for new permits.~~

~~(a) Any permit ancillary the licensee to a liquor license including dance, entertainment, or dance and entertainment, may be issued simultaneously to the issuance of a new license or transferred license or after the issuance of the liquor license, financial hardship due to no fault of its own, such as a change in the city's discretion. The application for such a permit shall be submitted to the city clerk, in writing, accompanied by a nonrefundable fee in an amount determined by city council. (If the application for such a permit is made at initial application or transfer, no additional fee is required.) The city manager will refer the permit application to the city council which will set the matter for consideration, due notice to be given the applicant.~~

~~(a) In reviewing the permit application, the city council may consider the following:~~

- ~~(11) Past record of the licensee, including liquor license violations and police contacts.~~

~~(12) Plans presented for dealing with and for avoiding nuisances and neighborhood business climate, illness or death, labor or supply problems created by the permit.~~

~~(1) The proposed changes in, and/or other factors outside the licensee's operation if granted the permit control.~~

~~(2) The type of entertainment or dance proposed.~~

~~(3) Review criteria list in Section 8-37(f).~~

~~(b) Requests for permits for dance, entertainment, or dance and entertainment shall be approved or denied in the sole discretion of the city council, and a permit for dance, entertainment, or dance and entertainment shall not be approved by the city council without the execution of an entertainment agreement, in the form approved by the city.~~

Sec. 8-43. Transfers of existing licenses.

~~(e)~~(b) The transfer of any existing on-premises liquor license into, within, out of the city or to a different owner~~owner(s)~~ shall require approval of the city council. An applicant for approval of a license transfer and the use and occupancy of such an establishment a license shall:

(1) Submit an application with all of the information required under Section 8-3736~~(b)~~ above for a new on-premises liquor license, including a plan of operation;

~~(2) Pay the application fee(s) set forth in this article for the granting of a new liquor license and/or permit.~~

~~(2)~~ Pay the applicable fees.

(3) Furnish any necessary authorization ~~to permit~~allowing the city access to any and all files which may be in the Michigan Liquor Control Commission's possession regarding ~~that commission's investigation of the transferee as a present licensee, or as a previous licensee, or in which transferee has or has had a partial interest in.~~

~~(d)~~(c) In reviewing an application for license transfer, the city council may consider the criteria listed in Section 8-3736~~(f)~~.

~~(e)~~(d) Requests for approvals of transfers of licenses shall be approved or denied in the sole discretion of the city council.

~~(f)~~(e) Transfers that involve the following circumstances may be placed on a city council agenda for consideration, without payment of a fee and without the necessity of furnishing the information required for new licenses:

(1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members

of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.

- (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.

- (3) The occurrence of any of the following events:

a. ~~A i) a corporate stock split of a licensed corporation.~~

b. ~~The issuance to an existing stockholder of a licensed corporation of, ii) issuing previously unissued stock as compensation for services performed;~~

c. ~~The shares to an existing shareholder, iii) redemption of stock shares by a licensed corporation of its own stock.~~

d. ~~(3) A corporate; and iv) a public offering of stock.~~

(g)(f) Existing permits ancillary to liquor licenses are transferred with the liquor license unless cancelled in writing. Transferees must present plans regarding the operation they intend to conduct using the particular permit.

Sec. 8-44. ~~Prohibition on profiteering by class C liquor licensees.~~

(h) ~~The city council has determined that profiteering by class C liquor licensees is contrary to the best interests of the city. Accordingly, to prevent profiteering, to the full extent authorized by law, the city council shall not approve the transfer of a class C liquor license issued as a new license under this chapter within three (3) years of the date of the original issuance of the license. An agreement between the licensee and the city, following recommendation by the city attorney, shall be prepared and agreed upon to give effect to this provision prior to final action being taken by the city council on an application. The city council may, but is not required to, excuse the above anti-profiteering limitation for any of the following reasons:~~

~~(4)(1) If the licensee is a natural person, he or she dies or becomes incapacitated.~~

~~(5)(1) If the licensee is a business entity (e.g., limited liability company, corporation, partnership), the majority interest holder or owner dies or becomes incapacitate, or the business entity dissolves for reasons other than to transfer the license.~~

~~(6)(1) The licensee and the proposed transferee establish that the transfer shall not result in profiteering.~~

~~(7) The application of this anti-profiteering limitation will subject the licensee to financial hardship due to no fault of its own, such as a change in the business climate, illness or death, labor or supply problems, and/or other factors outside the licensee's control.~~

(i) ~~The agreement shall provide that, unless excused by the city council as provided above, in the event a license is proposed for transfer within three (3) years from the date of issuance, the licensee agrees that the Michigan Liquor Control Commission shall terminate the license and the city council may approve the issuance of a new license to a new applicant without any compensation to former licensee who requested transfer, and that the former licensee waives any property interest in such license upon request for transfer within three (3) years of issuance or placement of the license into escrow within such three year period; provided, however, prior to the approval of such issuance to a new applicant, the person or entity who requested transfer or placed the license into escrow shall be afforded written notice and an opportunity to be heard, and all objections raised at the hearing shall be resolved (at the Michigan Liquor Control Commission or in the circuit court, if necessary) prior to issuance of the license to a new applicant.~~

Sec. 8-4539. - Objections to renewal and requests for revocation.

(a) *Generally.* The city council may, at any time, review a license and object to a renewal or request the revocation of a liquor license with the Michigan Liquor Control Commission MLCC.

(b) *Procedure.* Before filing an objection to the renewal or requesting revocation of a license with the Michigan Liquor Control Commission MLCC, the city council shall serve the licensee, a notice of hearing, by first class mail, mailed not less than ten (10) days prior to the hearing, ~~a notice of such hearing, which notice shall contain the following information:~~

(1) ~~Notice of Reason(s) for the hearing and proposed action.~~

(2) ~~Reasons for the proposed action.~~

(3)(2) Date, time and place of such the hearing.

(4)(3) A statement that the licensee may present evidence and testimony, and may confront witnesses and may be represented by a licensed attorney.

(c) *Hearing and final decision.* ~~Such~~The hearing may be conducted by city council as a whole, or by a hearing officer appointed by the city council for such purposes. If a hearing officer is appointed, it shall be the officer's duty to ~~undertake such~~ conduct the hearing, and hear and take evidence and testimony ~~of the licensee, or witnesses on its behalf, or in opposition thereto.~~ After ~~such the~~ hearing, the hearing officer shall make a recommendation to the city council for its ultimate final review and decision. The city council shall submit to the licensee and the Michigan Liquor Control Commission MLCC, a written statement of its ultimate findings and determination.

(d) *Criteria for non-renewal or revocation.* The city council may recommend non-renewal or request revocation of a license upon a determination by it that, based upon a preponderance of the evidence presented at ~~the~~ a hearing, any of the following exists:

(1) A violation of any section of this chapter, the Act, or the rules and regulations of the MLCC, including sales of alcoholic liquor to minors.

- ~~(1)(2)~~ A violation of any applicable building, electrical, mechanical, plumbing or fire code; applicable zoning regulations; applicable public health regulations; applicable rules and regulations of the county health department; or any other applicable city code provision.
- ~~(2)(3)~~ Maintenance of a nuisance on the premises.
- ~~(4)~~ A license being or remaining unused or inactive for one (1) year after being issued without further approval from the city council.
- ~~(5)~~ A license being placed in and remaining in escrow for five (5) years or more.
- ~~(3)(6)~~ A material change in those conditions, statements or representations contained in the written application by the licensee, including a plan of operation, upon which the city council based its recommendation for approval, when, in the judgment of the city council, that change is found to be contrary to the best interest of the city and/or its residents.
- ~~(4)(7)~~ A holder of a license or permit licensee has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance.
- ~~(5)(8)~~ The premises does not, or will not reasonably soon, have adequate off-street parking, lighting, refuse disposal facilities, screening, noise or nuisance control where a nuisance does or will exist.
- ~~(6)~~ A violation of any section of this chapter, the Liquor Control Code, or the rules and regulations of the Liquor Control Commission, including sales of alcoholic liquor to minors.
- ~~(7)~~ For a dance, entertainment or dance entertainment permit, any breach of the entertainment agreement entered into between the licensee and the city as required in this article.
- ~~(8)~~ Non-payment of taxes.
- ~~(9)~~ Non-payment of taxes relating to the premises related to the license.
- ~~(10)~~ Other factors negatively impacting the general health, safety and welfare of the community and the public.

~~Sec. 8-46. Termination of escrowed license.~~

~~The city council may, through resolution, request that the Michigan Liquor Control Commission terminate an on-premises license that has been inactive and placed in escrow for more than five (5) years after its expiration.~~

~~Sec. 8-4740. – Fees.~~

Each applicant for a new on-premises license or permit, ~~expansion of an existing licensed establishment, license transfer, or for renewal of an existing license or permit~~ shall pay a nonrefundable application investigation fee in an amount set by city council resolution. Such fee will be in addition to any fee(s) required by the ~~Liquor Control Commission~~ MLCC.

Sec 8-4841. – Nudity.

No person, while appearing in a state of public nudity as defined in Section 5h of Act 279 of 1909, being MCL 117.5h, shall frequent, loiter, work for or perform in any establishment licensed or subject to licensing by the state liquor control commission. No proprietor or operator of any such establishment shall allow the presence in such establishment of any person who violates the provisions of this section.

Sec. 8-4942 through 8-69. Reserved.

PART II. 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 III. 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 IV. 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 V. Effective Date; Publication. This ordinance shall take effect upon the later of ten (10) days after adoption or upon publication thereof as provided by the Charter of the City of South Lyon.

Made, passed and adopted by the South Lyon City Council this ____ day of _____, 2017.

John Galeas, Jr., Daniel L. Pelchat, 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 _____, 2017.

Lisa Deaton, City Clerk

Adopted:
Published:
Effective: