

Regular City Council Meeting

July 23, 2012

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Agenda
Minutes – July 9, 2012
Public Comment:

I. Old Business

1. Second Reading – Amendment to the Fence Ordinance
2. Second Reading – Donation Box Ordinance

II. New Business

1. Affirm appointment to the Arts and Cultural Commission
2. DWRF Tentative Contract Approval
3. Planning Services Agreement
4. Closed Session – Manager Evaluation

III. Manager's Report

IV. Council Comments

V. Adjournment

**CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
JULY 9, 2012**

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

PRESENT: Mayor Wallace
Council Members: Dixon, Kivell, Kopkowski, Ryzyi, and Wedell
City Manager Murphy
City Clerk/Treasurer Zemke
City Attorney Wilhelm
Department Heads: Collins, Kennedy, and Martin
ABSENT: Councilman Kramer

APPROVAL OF MINUTES:

Kivell commented that the minutes are becoming more and more generic. They are the official recording and should be more thorough.

CM 7-1-12 – APPROVAL OF MINUTES- JUNE 25, 2012

Motion by Kopkowski, supported by Dixon

To approve the minutes of the June 25, 2012 Regular Council meeting as written

VOTE: MOTION CARRIED UNANIMOUSLY

APPROVAL OF MONTHLY BILLS:

Discussion was held on various bills.

CM 7-2-12 – APPROVAL OF MONTHLY BILLS

Motion by Wedell, supported by Kivell

To approve the monthly bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

APPROVAL OF AGENDA:

City Manager Murphy stated that Tim McClorey is present to present us with some grant monies. This can be done during public comment

CM 7-3-12 APPROVAL OF AGENDA

Motion by Kivell, supported by Kopkowski

To approve the agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT:

1. Acceptance of Donation

Mr. Tim McClorey stated that the City is part of the Michigan Municipal Risk Management Authority. He discussed the Asset Distribution Program. He stated that the check he has to present is a direct result of the City Manager and his staff and a security program that they applied for. He presented a check for \$7,500 which is 50% of the project cost. He further stated that they give away \$750,000 per year and if you can come up with new and innovative ways to keep your losses down, they are more than happy to award these grants.

CM 7-4-12 – ACCEPTANCE OF GRANT

Motion by Kivell, supported by Dixon

To accept the grant from MMRMA

VOTE:

MOTION CARRIED UNANIMOUSLY

Carl Richards stated that on behalf of the community he would like to welcome our new City Attorney and we all look forward to working with him.

Mr. Richards discussed the great car show downtown and hopes that everyone can attend the next one.

OLD BUSINESS:

1. Second Reading – Amendment to Housing Ordinance

Mayor Wallace stated that this amendment deals with the spending of funds for Washington Manor by the Housing Commission. The first reading was held at the last meeting, and there are no proposed changes.

CM 7-5-12 - SECOND READING – AMENDMENT TO HOUSING ORDINANCE

Motion by Kopkowski, supported by Wedell

That this be the second reading of an amendment to Chapter 34, Article IV, Section 34-87 and adding 34-88 through 34-91 (see attached amendment as part of these minutes)

VOTE:

MOTION CARRIED UNANIMOUSLY

NEW BUSINESS:

1. Water softener for Washington Manor

Mayor Wallace stated that this is for our Washington Manor housing and funds would come through HUD and tenant rent.

Mr. Randy Clark, President of the Housing stated that the recommendation of the management company that we have hired to manage the 15 unit housing project is that we purchase a new water softener system for the complex. We are asking Council to approve the purchase and waive the bidding process. The management company did receive three quotes, but it does exceed the sealed bid requirement. The

recommendation is to go with the bid from Michigan Pure Water Service. They were the lowest price on the four-year supply of salt although not the low bid on the system. Mr. Clark further stated that he has also brought copies of the proposed Housing Commission budget.

Discussion was held on the waiver of the bid process and the inactivity of the Housing Commission in recent years. Further discussion was held on the need to replace the water softener system.

Mayor Wallace requested to abstain from voting on this issue due to his employment with Michigan Pure Water.

CM 7-6-12 – ABSTENTION

Motion by Wedell, supported by Kopkowski

To allow Mayor Wallace to abstain from voting due to his employment

VOTE:

MOTION CARRIED UNANIMOUSLY

The question was asked where the four years of salt will be stored. Mr. Clark stated that there is a storage facility within the main office area of the facility.

CM 7-7-12 – WAIVER OF BID PROCESS

Motion by Kivell, supported by Dixon

To waive the bid process due to time constraints

VOTE:

MOTION CARRIED UNANIMOUSLY

CM 7-8-12 – APPROVAL OF PURCHASE – WASHINGTON MANOR

Motion by Dixon, supported by Kopkowski

To approve the quote from Michigan Pure Water Service of South Lyon in the amount of \$6,798 for the purchase of water softener system and 4 year supply of salt

VOTE:

MOTION CARRIED UNANIMOUSLY

2. First Reading – Amendment to the Fence Ordinance

City Manager Murphy stated that this is based on a recommendation of our building Official Andy Gereck to add a wider variety of fence materials. This will allow vinyl, resin and composite materials.

CM 7-9-12 - FIRST READING – AMENDMENT TO FENCE ORDINANCE

Motion by Kivell, supported by Wedell

To approve first reading of the amendments to City of South Lyon Ordinance, Chapter 18, Article IV, Section 18-133 "Construction material" as presented (see attached amendment as part of these minutes)

VOTE:

MOTION CARRIED UNANIMOUSLY

3. First Reading – Donation Box Ordinance

City Manager Murphy stated that some time ago, he and the City Clerk went out to look at something and noticed the large number of donation boxes appearing in the various parking lots. He asked our City Planner to come up with an ordinance to address this issue.

The question was asked what would this do to the existing boxes. It was stated that all boxes would have to adhere to this ordinance.

Councilman Rzyzi asked how many boxes this would affect. City Manager Murphy stated that it would be approximately 20-25.

Discussion was held on enforcement.

Discussion was held on the validity of some of the organizations. Discussion was held on having good information on the different organizations.

The question was asked if this would this be something that they would have to come to the City for a permit. Discussion was held on showing proof of being a legitimate organization. Attorney Wilhelm stated that he would work on some additional language for the second reading.

CM 7-10-12 - FIRST READING – DONATION BOX ORDINANCE

Motion by Kivell, supported by Wedell

To approve first reading of the amendments to City of South Lyon Ordinance, Chapter 102, Section 102-113 "Donation Boxes" as presented (see attached amendment as part of these minutes)

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Phone System for Police and Fire Departments

Chief Collins stated that it has been approximately 2 years that we have been experiencing problems. The last two times that we needed service, the technician indicated that the system needed replacement. We took a chance for about a year and prior to the budget workshop he had Lt Sharp go out for bid and were fortunate to receive a bid for approximately \$10,000, however we did receive bids recently that came in over that amount. Between the Police Department and Fire Department budgets, we can cover that amount.

Chief Kennedy stated that this is a bare bones phone system.

Councilman Rzyzi thanked Chief Collins and Chief Kennedy for their diligence as well as Lt. Sharp. He asked about any down time. Chief Collins stated that they should be able to install the system within a day and should not experience much down time. He further stated that we are also fortunate that our dispatch lines are located in Novi and should not be affected.

CM 7-11-12 – APPROVAL OF PURCHASE – TELEPHONE SYSTEM

Motion by Rzyzi, supported by Dixon

To approve the purchase of a telephone system for the Fire Department and Police Department, from the low bidder SunTel Services, at a cost of \$13,040.38.

Mayor Wallace asked if there is a need for a 10% contingency. Chief Collins stated that he thinks they will stick to that price.

VOTE:

MOTION CARRIED UNANIMOUSLY

5. Repairs to Well #4

Superintendent Martin stated that we are continuing with on-going maintenance of our well system. Well #4 was installed approximately in 1963. We are proposing to clean and video the well to show the integrity of the casing. Peerless Midwest has done all of our work, and he is asking that Council approve the repair work at this point.

Councilman Rzyzi stated that it would be better in his opinion to approve it for \$10,000 rather than a range. Superintendent Martin stated that it will depend on the acid washing.

CM 7-12-12 – WAIVER OF BID PROCESS

Motion by Kivell, supported by Kopkowski

Due to waive the bidding process due to the proprietary nature

VOTE:

MOTION CARRIED UNANIMOUSLY

Discussion was held on approving the \$10,000 and allowing the City Manager to approve the additional \$5,000.

CM 7-13-12 – CLEANING OF WELL #4

Motion by Wedell, supported by Dixon

To approve cleaning of Well #4 by Peerless Midwest in an amount not to exceed \$15,000

VOTE:

MOTION CARRIED (1 opposed)

MANAGER'S REPORT:

City Manager stated that on Friday our computers went out which is why Council did not receive a Manager's Report.

City Manager Murphy stated that he did plan on putting the Manager's review on the next Council agenda and asked that Council return the reviews to him prior to the next agenda.

COUNCIL COMMENTS:

Councilman Kivell asked when the City Planner issue will be on the agenda. City Manager Murphy stated that he is hoping to get it on the next agenda. They are working on an agreement between the two companies

Councilman Wedell stated that he appreciated the thank-you notes included in the packet.

Mayor Wallace stated that he had to make a 911 call recently and it went through to the State Police, but this time, they did do things much more efficiently.

Mayor Wallace apologized to our TV audience for the fact that we did not have a technician to run the cameras.

Mayor Wallace welcomed Tim Welhelm, our new City Attorney.

Mayor Wallace stated that a highly respected member of our community passed recently, Mr. Richard Villerot. Our deepest regrets to his family

Mayor Wallace stated that on July 14th Brown's is going to be having a car show. In the past he has had 200-300 cars and he is expecting 200+ cars this year. It should be a great event.

ADJOURNMENT:

CM 7-14-12 ADJOURNMENT

Motion by Kopkowski, supported by Kivell

To adjourn the meeting at 8:22 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd M. Wallace
Mayor

Julie C. Zemke
City Clerk/Treasurer

AGENDA NOTE

Old Business: Item #1

MEETING DATE: July 23, 2012

PERSON PLACING ITEM ON AGENDA: Planning Consultant

AGENDA TOPIC: Second Reading – Fence Ordinance

EXPLANATION OF TOPIC: This ordinance amendment is based on a recommendation from Building Official Andy Gerecke. He noted that the City of Novi allows a wider variety of fence materials and suggested that we may want to amend our ordinance to allow: vinyl, resin and composite materials. Although this is not part of the Zoning Ordinance, the Planning Commission has reviewed the change and supports it.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Draft of amended ordinance.

POSSIBLE COURSES OF ACTION: Approve/do not approve the 2nd reading of the proposed ordinance amendment as presented.

RECOMMENDATION: Approve the 2nd reading of the proposed ordinance amendment as presented.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the 2nd reading of the amendments to City of South Lyon Ordinance, Chapter 18, Article IV, Section 18-133 “Construction material” as presented.

AGENDA NOTE

Old Business: Item #2

MEETING DATE: July 23, 2012

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: Second Reading – Donation Box Ordinance

EXPLANATION OF TOPIC: Due to the proliferation of donation boxes across the City, City Administration requested that the Planning Commission look into an ordinance that would regulate the placement and upkeep of these receptacles. Planning Consultant, Carmine Avantini drafted the attached amendment. At their last meeting the Planning Commission recommended that this ordinance be sent to the City Council. During the first reading the City Council requested some changes. Once the City Attorney and Planner began to implement those changes, it became clear to them that the issue should be re-evaluated by the Planning Commission. Therefore the recommendation is to send this back to the Planning commission for further review.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Examples of similar ordinances from other Cities.

POSSIBLE COURSES OF ACTION: Approve/do not approve the 2nd reading of the proposed ordinance amendment as presented or send it to the Planning Commission for further review.

RECOMMENDATION: Refer the proposed ordinance to the Planning Commission for further review.

SUGGESTED MOTION: Motion by _____, supported by _____ to refer the proposed amendments to City of South Lyon Ordinance, Chapter 102, Section 102-113 “Donation Boxes” back to the Planning Commission for further review.

David Murphy

From: Timothy Wilhelm [twilhelm@jrsjlaw.com]
Sent: Thursday, July 19, 2012 11:50 AM
To: avantini@cibplanning.com
Cc: David Murphy
Subject: S Lyon - Donation Box ordinance
Attachments: 2011-03-30 Naperville Planning Comm agenda re donation boxes.pdf; 2010-02-09 Sacramento ordinance no 2010-001.pdf; 2012-05-08 St Charles Planning Commission agenda re donation boxes.pdf; 2010-10-22 Legislative analysis re clothing donation boxes.pdf; 2012-05-07 Village of Palatine Ordinance provision re donation boxes.pdf

Carmine

As we discussed last week, at the first reading of the proposed donation box ordinance at the July 9, 2012 Council meeting, Council requested revisions adding a permitting or regulatory scheme for donation boxes. In response, I began looking for examples of how other communities have handled this issue. Michigan communities have largely taken two routes: i) prohibit donation boxes; or ii) do nothing. So, I was unable to find a Michigan ordinance which allows donation boxes and implements a regulatory or permitting scheme. I found that several communities in Illinois and California have addressed this issue, and copies of their ordinances are attached along with several legislative reports regarding Michigan statutes which address donation boxes.

Based on my initial review, there are a number of ways and many factors which the City may want to consider using as part of an ordinance regulating donation boxes, and I would recommend that Council refer this matter to the Planning Commission to formulate an ordinance to regulate/permit donation boxes.

I would appreciate your thoughts on this issue.

Timothy S. Wilhelm



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Naperville

PLAN COMMISSION AGENDA ITEM

PC CASE: 11-1-016 **AGENDA DATE:** 3/30/2011

SUBJECT: Zoning Text Amendments Pertaining to Donation Boxes

LOCATION: N/A

☐ Correspondence ☐ New Business ☐ Old Business ☒ Public Hearing

SYNOPSIS:

This is a request to amend Title 6 (Zoning Regulations) of the Municipal Code to establish zoning standards for donation boxes.

PLAN COMMISSION ACTION PREVIOUSLY TAKEN:

Date	Item	Action
N/A		

ACTION REQUESTED/RECOMMENDED THIS MEETING:

Conduct the public hearing.

PREPARED BY: Suzanne Thorsen, AICP, Community Planner

BACKGROUND

The Donation Boxes zoning amendment is proposed pursuant to the Planning Services Team work program approved by the City Council in April 2010 and revised in December, 2010. The purpose of the ordinance is to provide standards for permitting and placement of donation drop boxes. Donation drop boxes are typically used to collect non-perishable items, such as clothing, shoes, glasses and books, for charitable or recycling/resale purposes.

The proposed zoning amendment would create a new section within Chapter 2 (General Zoning) of Title 6 (Zoning Regulations) of the Municipal Code to establish regulations pertaining to donation boxes. Currently, donation boxes are authorized through issuance of a temporary use. This approach is not clearly articulated within the Municipal Code and may result in unauthorized placement of donation boxes or inconsistent permitting procedures. Donation boxes require approval of a temporary use, which involves substantial processing for both the initial approval and subsequent renewals, consisting of both application review and City Council paperwork for boxes to be placed for a period exceeding six months (memos, agenda items, etc.).

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Donation Boxes Amendment (PC#11-1-016)

March 30, 2011

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DISCUSSION:

Proposed Standards:

The proposed ordinance would require that any donation box placed in the City of Naperville first receive a permit. A donation box would be defined as follows:

DONATION BOX: an unattended container, receptacle, or similar device that is used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include any unattended donation box located within a building, which is permitted by right.

A summary and analysis of key standards follows:

- Donation boxes would only be permitted on properties zoned for commercial, assembly, institutional and industrial use, except that they would not be permitted in the downtown area.
Residential and downtown areas do not typically possess the appropriate circulation/parking characteristics to accommodate this use. Furthermore, drop off activity in these areas could be intrusive or detrimental to the character of the district.
- Donation boxes would not be permitted on a required parking space or within a required front, corner side or major arterial setback.
This is consistent with standards currently applied to temporary uses and a review of peer communities' ordinances.
- Donation boxes would not be permitted to cause a sight obstruction.
This is consistent with standards currently applied to temporary uses and landscaping.
- Only one donation box would be permitted per lot or shopping center.
The intent of this provision is to avoid clustering of donation boxes, which can create an unsightly condition and also potentially result in circulation and maintenance issues. This standard is consistent with a review of peer communities' ordinances.
- The maximum height for a donation box would be 6.5'.
A survey of donation boxes existing in the City indicates that boxes typically range from 6 to 6.5' in height. In addition, this standard is consistent with a review of peer communities' ordinances.
- Donation boxes would be required to include contact information for the permittee and operator.
Easily accessible contact information for permittees and operators will assist the city in addressing any maintenance or other issues.

The proposed ordinance would also require that all donation boxes be maintained in good condition with no outside accumulation of donations or debris.

Existing Donation Boxes

In recent years, the city has authorized temporary placement of donation boxes for the YWCA, U'SA Gain and Abitibi recycling throughout the city. Processing these requests included permit/site review for each location in addition to City Council memos authorizing the request and, in some cases, renewing the approval. The proposed standards incorporate the criteria by which they were previously approved, and the proposed process would streamline authorization of donation boxes to a simple zoning/site review and permit approval. As a result, these

Donation Boxes Amendment (PC#11-1-016)
March 30, 2011
Page 3 of 3

previously-approved donation boxes would be required to demonstrate compliance with the standards noted above and obtain a permit at the time of expiration of their current approvals.

Future Permitting of Donation Boxes

Upon adoption of the proposed ordinance, all donation boxes would be subject to the permitting, location and maintenance standards contained therein. Staff will work with the city's Code Enforcement team as necessary to address existing nonconforming donation boxes.

ATTACHMENTS:

1. Proposed Donation Boxes Ordinance – PC 11-1-016

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*Donation Boxes Amendment (PC#11-1-016)
March 30, 2011*

6-1-6: DEFINITIONS

DONATION BOX: an unattended container, receptacle, or similar device that is used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include any unattended donation box located within a building, which is permitted by right.

6-2-22: - DONATION BOXES

1. **Permits Required:** It shall be unlawful for any person or business to place or allow to be placed on their own property a receptacle for the purpose of collecting donations within the City of Naperville without first making application and securing a permit from the Department of Transportation, Engineering and Development.
 - 1.1. Applicants shall submit written authorization from the property owner consenting to the placement of a donation box on the subject property.
2. **Standards:** A permit shall not be issued for a donation box unless it demonstrates compliance with the following standards:
 - 2.1. Donation boxes may only be placed on properties zoned to allow commercial, assembly, institutional or industrial use, except, however, that donation boxes shall not be permitted in the B4, B5 and TU Districts;
 - 2.2. Donation boxes shall not be placed within a required parking space;
 - 2.3. Donation boxes shall not be placed within a required front or corner side yard, or major arterial setback. To the extent feasible, donation boxes shall be placed so as to be inconspicuous as viewed from public rights-of-way;
 - 2.4. Donation boxes shall not be placed in such a manner as to cause a sight obstruction for pedestrians or motorists;
 - 2.5. Only one donation box shall be permitted per lot or per shopping center, whichever is more restrictive;
 - 2.6. Donation boxes shall not exceed six and a half feet (6.5') in height; and
 - 2.7. Donation boxes shall contain the following contact information in two inch type visible from the front of the box: the name, address, email, and phone number of both the permittee and operator.
3. **Maintenance:** Donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti. All boxes shall be free of debris and shall be serviced regularly so as to prevent overflow of donations or the accumulation of junk, debris or other material.
4. **Revocation of permit:** any permit granted pursuant to the provisions of this Section may be subject to revocation for cause by the Director of Transportation, Engineering and Development (or his/her designee), including but not limited to the failure to comply with this Section or any other applicable provisions of the Naperville Municipal Code.
5. **Exclusions:**
 - 5.1. The provisions of this Section shall not be applied to attended donation facilities (including trailers), which shall be authorized under the provisions of Section 6-2-11.

Donation Boxes Amendment (PC#11-1-016)
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- 5.2. The provisions of this Section shall not be applied to recycling receptacles for the principal use of the owner(s) or occupant(s) of the property. Screening of recycling facilities shall be in accordance with Section 5-10-3.

ORDINANCE NO. 2010-001

Adopted by the Sacramento City Council

February 9, 2010

**AN ORDINANCE ADDING CHAPTER 5.152 TO THE SACRAMENTO CITY CODE
RELATING TO UNATTENDED DONATION BOXES AND AMENDING SECTION 8.04.100
RELATING TO SPECIFIED NUIANCES**

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Chapter 5.152 is added to the Sacramento City Code to read as follows:

Chapter 5.152 Regulation of Unattended Donation Boxes

5.152.010 Definitions.

"City manager" means the city manager of the city of Sacramento or designee.

"Operator" means a person who utilizes or maintains unattended donation box(es) to solicit donations of salvageable personal property.

"Permittee" means the property owner who is issued a permit authorizing placement of unattended donation box(es).

"Property owner" means the person who owns the real property where the unattended donation box(es) are or are proposed to be located.

"Residential district" means RE, R-1, R-1A, R-1B, R-2, R-2A, R-2B, R-3, R-3A, R-4, R4-A, R5, RMX, and RO zoning districts as established pursuant to Title 17 of this code.

"Unattended donation box" means any unattended container, receptacle, or similar device that is located on any lot within the city and that is used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include recycle bins for the collection of recyclable material governed or regulated by the zoning code or any unattended donation box located within a building.

5.152.020 Permits.

- A. It is unlawful and a public nuisance for any property owner or other person to place, operate, maintain or allow unattended donation boxes on real property unless the property owner first obtains a permit pursuant to this chapter and the donation box is placed, operated and maintained in accordance with all provisions in this chapter.

- B. The permit application shall be made on a form provided by the city manager and shall include the following information:
1. The name, address, email, website (if available) and telephone number of the applicant;
 2. Written proof sufficient to establish that the operator who will utilize the unattended donation box is qualified to solicit donations of salvageable personal property pursuant to California Welfare and Institutions Code section 148.3, as amended;
 3. The text of the disclosures that will be made on the unattended donation box as required by Section 5.152.040(A)(3); and
 4. The physical address of the property owner's real property and a drawing sufficient to indicate the proposed location of the unattended donation box on the property owner's real property and the size of the proposed unattended donation box.
- C. Each application shall be accompanied by a nonrefundable fee in the amount established by resolution of the city council. This fee shall be in addition to any fee or tax imposed by the city pursuant to any other provision of this code.
- D. Applications shall be filed with the city manager.
- E. Within sixty (60) days of receiving a completed application, the city manager shall issue a permit or deny the issuance of a permit.
- F. The city manager shall not issue a permit unless:
1. The applicant has submitted a complete and accurate application accompanied by the applicable fee;
 2. The operator who will utilize the unattended donation box is qualified to solicit donations of salvageable personal property pursuant to California Welfare and Institutions Code Section 148.3, as amended;
 3. The proposed location of the unattended donation box on the property owner's real property is in compliance with all applicable laws.
- G. If the city manager denies an application the city manager shall state, in writing, the specific reasons for denial.
- H. The term of the permit shall expire one year from the date of issuance.
- I. No person to whom a permit has been issued shall transfer, assign, or convey such permit to another person.

- J. Prior to expiration of the permit, the permittee may voluntarily cancel the permit by notifying the city manager in writing of the intent to cancel the permit. The permit shall become void upon the city manager's receipt of a written notice of intent to cancel the permit.

5.152.030 Renewal of permits.

- A. A permittee may apply for permit renewal by submitting to the city manager before the expiration of the permit, a renewal application and a non-refundable renewal fee in an amount set by resolution of the city council.
- B. The city manager shall either approve or deny the renewal of a permit within sixty (60) days of receipt of the complete renewal application and payment of the renewal fee. The failure of the city manager to timely act shall constitute approval of the renewal of the permit.
- C. The city manager shall approve the renewal of a permit if he or she finds that no circumstances existed during the term of the permit, existed at the time of submission of an application for renewal, or existed at any time during the review of the application for renewal that are inconsistent with any finding required for approval of a new permit as specified in Section 5.152.020 or that would justify the revocation of the permit as specified in Section 5.152.050.

5.152.040 Requirements and Maintenance.

- A. A permittee shall operate and maintain or cause to be operated and maintained all unattended donation boxes located in the city as follows:
 - 1. Unattended donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti;
 - 2. Unattended donation boxes shall be locked or otherwise secured;
 - 3. Unattended donation boxes shall contain the following contact information in two inch type visible from the front of each unattended donation box: the name, address, email, and phone number of both the permittee and operator;
 - 4. Unattended donation boxes shall be serviced and emptied as needed, but at least every thirty (30) days.
 - 5. Unattended donation boxes shall be no more than 82" high, 56" wide and 49" deep.
- B. The permittee shall maintain or cause to be maintained the area surrounding the unattended donation box(es) free of any junk, debris or other material and shall be responsible to the extent provided by law for the cost to abate any violation.

- C. Notwithstanding any other provision of this code, it is unlawful for any person to place an unattended donation box in any residential district.
- D. Notwithstanding any other provision of this code, it is unlawful to locate any unattended donation box less than 400 feet from any other unattended donation box.
- E. Notwithstanding any other provision of this code, it is unlawful to locate more than one unattended donation box on each parcel of real property.
- F. Notwithstanding any other provision of this code, it is unlawful to locate any unattended donation box on required parking spaces.

5.152.050 Revocation of Permit, Removal of Unattended Donation Boxes and Liability.

The city manager shall have the right for cause to revoke any permit issued hereunder. Any of the grounds upon which he or she may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the permittee to comply with the provisions of this chapter or other provisions of this code or other law shall also constitute grounds for revocation of the permit. The city manager shall provide a written notification to the permittee stating the specific grounds for revocation. Upon revocation, the unattended donation box shall be removed from the permittee's real property within thirty (30) days and if not removed within this time period, the city may remove, store and dispose of the unattended donation box at the expense of the permittee. Upon revocation, a permittee shall be prohibited from applying for a permit for a period of one year. Any violation of the provisions of this chapter is a public nuisance subject to abatement pursuant to Chapter 8.04 of this code.

5.152.060 Violation—Penalty.

Any person violating any provision of this chapter is guilty of an infraction.

5.152.070 Appeals to city council.

Any person aggrieved by the decision rendered by the city manager in granting or denying an application for a permit under this chapter or in revoking a permit issued under this chapter may appeal the decision to the city council in accordance with Chapter 1.24. The appeal shall be made by filing a written notice thereof with the city clerk not later than ten (10) calendar days after receiving notice of the decision of the city manager. The city council shall hold a hearing on the appeal and its decision thereon shall be final. Instead of hearing the appeal, the city council may refer the matter to a hearing examiner pursuant to chapter 1.24. The hearing examiner's decision shall be in writing. The hearing officer's decision shall have the effect specified in Section 1.24.090 of this code, and judicial review shall be governed by Section 1.24.110 of this code.

SECTION 2.

Section 8.04.100 of the Sacramento City Code is amended to read as follows:

8.04.100 Generally.

It is unlawful and a misdemeanor and hereby declared a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in this city to maintain such premises in such a manner that any one or more of the conditions or activities described in the following subsections are found to exist and allowed to continue:

- A. The keeping, storage, depositing, or accumulation on the premises of any personal property which is within the view of persons on adjacent or nearby real property or the public right-of-way when such personal property constitutes visual blight, reduces the aesthetic appearance of the neighborhood, is offensive to the senses, or is detrimental to nearby property or property values. Personal property includes, but is not limited to, junk as defined in Section 8.04.090 of this chapter, abandoned, wrecked, or dismantled automobiles or unseaworthy boats or vessels, automotive parts and equipment, appliances, furniture, containers, packing materials, scrap metal, wood, building materials, rubbish and debris.

Wood and building materials being used, or to be used, for a project of repair or renovation and for which an active building permit is in existence may be stored for as long as is necessary to complete the project expeditiously. Upon expiration or cancellation of the permit, wood and building materials for the project must be immediately removed;

- B. The keeping, storage, depositing or accumulation of dirt, sand, gravel, concrete or other similar materials that constitute visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values;
- C. The operation of a junk yard or automobile dismantling yard, except in an industrial zone pursuant to a special use permit;
- D. Any abandoned drive-in enterprise;
- E. Any dangerous, unsightly, or blighted condition which is detrimental to the health, safety or welfare of the public;
- F. Any condition in violation of the city building code, set forth in Title 15 of this code;
- G. Any condition in violation of Chapter 9.44 of this code (animal control law);
- H. Any condition in violation of Title 17 of this code (zoning ordinance);
- I. Any condition in violation of the city fire code, set forth in Title 15 of this code;
- J. Any condition in violation of Chapter 5.152 of this code (regulation of unattended donation boxes);
- K. Any condition recognized in law or in equity as constituting a public nuisance;
- L. The maintenance of the exterior of any vacant or unoccupied building or the interior of any such building which is readily visible from any public street or adjacent parcel of

property in a state of unsightliness so as to constitute a blighted condition detrimental to the property values in the neighborhood or otherwise detrimental to the public welfare;

- M. Any condition in violation of Chapter 18.12 of this code (employer transportation systems management for the city of Sacramento);
- N. Any unimproved real property which has become a dumping ground for litter, garbage, junk, debris, or discarded vehicles, vehicle parts and/or vehicle hulks, and which real property has been subject to abatement action on one or more occasions by the city;
- O. Any illegal activity occurring on the property which is detrimental to the life, health, safety and welfare of the residents, neighbors or public. For purposes of this chapter, illegal activity is defined as any violation of state or federal law, rules or regulations, or local ordinance.

Once proceedings have been commenced pursuant to this title to declare a building or property to be a public nuisance under this subsection, no such building or property shall be deemed to be in compliance with this title solely because such building or property thereafter becomes occupied.

SECTION 3.

The provisions of Chapter 5.152 as enacted by this Ordinance shall apply to all unattended donation boxes located within the City as of the effective date of this Ordinance. All persons who have one or more unattended donation boxes located on their real property as of the effective date of this Ordinance shall have sixty (60) days from that date to file an application for a permit as provided for in this chapter. Any such person who has filed a timely application for a permit shall not be subject to the provisions of this chapter relating to unattended donation boxes until a permit is issued or denied to the applicant.

SECTION 4.

If any part or provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

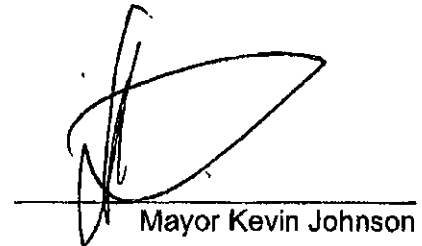
Adopted by the City of Sacramento City Council on February 9, 2010 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy,
Tretheway, Waters, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.




Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

Passed for Publication: February 2, 2010
Published: February 5, 2010
Effective: March 4, 2010

	PLAN COMMISSION AGENDA ITEM EXECUTIVE SUMMARY			
	Project Title/ Address:	General Amendment – Donation Boxes (City of St. Charles)		
	City Staff:	Matthew O'Rourke, Planner		
	Please check appropriate box (x)			
	PUBLIC HEARING 5/8/12	X	MEETING	
APPLICATIONS UNDER CONSIDERATION:				
General Amendment – Donation Boxes				
ATTACHMENTS AND SUPPORTING DOCUMENTS				
General Amendment Application		Community Comparison Sheet		
Staff Memo				
EXECUTIVE SUMMARY:				
<p>Staff has been made aware that the number of charitable and for-profit donation boxes located on private property is increasing within the City. In some instances, there have been reports of donated items and other refuse stacking up next to these boxes.</p> <p>The Zoning Ordinance does not contain any standards that address donation boxes. Staff has prepared an amendment to the Zoning Ordinance to address these concerns and create standards to regulate these donation boxes.</p>				
RECOMMENDATION / SUGGESTED ACTION <i>(briefly explain):</i>				
Conduct the public hearing, provide feedback to Staff, and close if all testimony has been taken.				

Community Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



STAFF REPORT

TO: Chairman Todd Wallace
and Plan Commission

FROM: Matthew O'Rourke, AICP, Planner

RE: General Amendment to Tile 17 (Zoning Ordinance) Donation Boxes

DATE: May 4, 2012

I. GENERAL INFORMATION

Project Name: General Amendment - Donation Boxes

Applicant: City of St. Charles, Planning Division

Purpose: Ordinance amendments to create standards for Donation Drop-Off Boxes located on private property.

II. BACKGROUND

Staff has been made aware that the number of charitable and for-profit donation boxes located on private property is increasing within the City. In some instances, there have been reports of donated items and other refuse stacking up next to these boxes. The Zoning Ordinance does not contain any standards that address these boxes. Staff has prepared an amendment to the Zoning Ordinance to address these concerns and create standards to regulate these donation boxes.

III. ANALYSIS

Staff performed a visual "windshield" survey to find where these boxes are located within the City limits and the condition of these boxes. Staff identified donation boxes on a variety of properties throughout the City.

The majority of observed boxes were located on commercial properties. There are boxes located within residential and downtown Zoning Districts as well. The boxes vary by size and placement. Many of these boxes are located within existing off-street parking spaces and close to public streets. Based on the number and location of certain boxes on private property Staff determined that regulations for location and signage are appropriate to include in the Zoning Ordinance.

Staff examined the Zoning Ordinances of other Illinois communities to identify common practices for regulating these boxes. Staff also examined the current policies of City's adjoining and near St. Charles. See Community Comparison Attachment for detailed information.

IV. PROPOSED AMENDMENT

Based on this analysis, Staff is proposing an amendment to **Chapter 22 General Provisions** of the Zoning Ordinance to create minimum standards that regulate the placement, size, and condition of donation boxes. An amendment to **Chapter 30 Definitions** is also being proposed to define donation boxes.

The proposed amendments are as follows:

A. 17.22.020.I DONATION BOXES

Donation Boxes shall be permitted in the BL, BC, BR, PL, and OR Zoning Districts in accordance with the following:

1. Written permission of the property owner must be obtained before placing the box on any property.
2. There shall be no more than one (1) box located on a zoning lot.
3. There shall be no more than three (3) boxes located in a Shopping Center.
4. Boxes shall not be located in the front or exterior side yard parking or building setback of any property.
5. Boxes shall be located within the required Sight Triangle in accordance with Section 17.22.010.F.
6. Boxes shall not be located within in any off-street parking stall.
7. Boxes shall not be placed as to impede pedestrian or vehicular traffic ways.
8. Boxes shall be located on a hard permanent surface.
9. Boxes shall be located so that they are inconspicuous from the public right-of-way.
10. Signage lettering on the box cannot exceed 5" in height.
11. The name, address, email, and phone number of the box's operator must be posted on the box.
12. Pick up times for removal of the donated contents must be posted and visible on the front of the box.

B. 17.30.030 GENERAL DEFINITIONS

Donation Boxes. Any enclosed container located on private or public property specifically for the purposes of collecting donated clothing, books, electronics, or other similar items. Cargo Containers, trash dumpsters, or trash receptacles shall not be considered Donation Boxes.

V. QUESTIONS FOR THE PLAN COMMISSION

- Should Donation Boxes be allowed in the Downtown Zoning Districts?
- Should Donation Boxes be allowed in at places of worship, residential districts?
- Should Donation Boxes be limited in size?

VI. RECOMMENDATION

Conduct the public hearing, provide feedback to Staff, and close if all testimony has been taken.

Community Comparison Attachment

Communities That Permit Donation Boxes

City	Permit Required	Limited Specific Zoning Districts	Size Limits	Allowed in Parking Spaces	Front and Exterior Side Yard Restrictions	Cannot Disrupt Vehicular or Pedestrian Traffic Flow	Letter Size Limits	List Owner On Box	Limit on Number of Boxes on a Lot	Placed to be Inconspicuous From Public View	Written Permission of Property Owner Required
Wheaton	No	Yes	Yes 7' tall 25 square feet area	No	Yes	Yes	No	No	Yes Limit 3 on lots larger than 1 acre	No	Yes
Naperville	Yes	Yes	Yes 6.5' tall 4' by 4' wide	No	Yes	Yes	Yes	Yes	Yes 1 per lot or shopping center	Yes	Yes
Cicero	Yes	Yes	Yes 6.5' tall	No	Yes	Yes	Yes	Yes	Yes 1 per lot	Yes	Yes
Byron	Yes	No	No	Yes	Yes	Yes	No	No	Yes 1 per lot	No	Yes
New Lennox	Yes	Yes	No	No	Yes	Yes	No	Yes	Yes 3 per lot	No	Yes

Communities Adjoining and Near St. Charles

- Geneva – Currently Under Consideration.
- Schaumburg – Donation boxes are not permitted.
- Batavia – No Restrictions Listed
- South Elgin – No Restrictions Listed
- West Chicago - No Restrictions Listed

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984

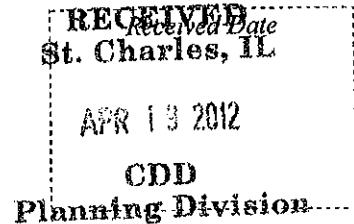


COMMUNITY DEVELOPMENT/PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

GENERAL AMENDMENT APPLICATION (ZONING ORDINANCE)

CITYVIEW PROJECT NO: 2012-PB-005
CITYVIEW APPLICATION NO: 2012-AP-010
PROJECT NAME: G.A. - Donation Drop-off Boxes



Instructions:

To request an amendment to the text of the St. Charles Zoning Ordinance, complete this application and submit it with all required attachments to the Planning Office.

We will review submittals for completeness and for compliance with applicable requirements prior to establishing a meeting or public hearing date for an application.

The information you provide must be complete and accurate. If you have a question please call the Planning Office and we will be happy to assist you.

1. Applicant Information:	Name City of St. Charles	Phone 630-377-4443
	Address 2 E. Main Street St. Charles IL, 60147	Fax 630-762-6924
		Email morourke@stcharlesil.gov
2. Billing: <i>To whom should costs for this application be billed?</i>	Name City of St. Charles	Phone 630-377-4443
	Address 2 E. Main Street St. Charles IL, 60147	Fax 630-762-6924
		Email morourke@stcharlesil.gov

Attachment Checklist

☐ Application Fee (make checks payable to the City of St. Charles)

- ☐ Reimbursement of Fees Agreement: An original, executed Reimbursement of Fees Agreement and deposit of funds with the City, as provided by Exhibit B of the Zoning Ordinance.
- ☐ Wording of the requested text amendment (see next page)

I certify that this application and the documents submitted with it are true and correct to the best of my knowledge and belief.

Matthew O'Rourke
Signature – Applicant

4/19/12
Date

Requested Text Amendment

To amend Section(s) See Attached of the St. Charles Zoning Ordinance. The wording of the proposed amendment is: (attach sheets if necessary)

See Attached

Zoning Ordinance Amendment – Donation Drop-Off Boxes

Chapter 17.22 “General Provisions” pertaining to the creation of regulations for Donation Drop-Off Boxes

Chapter 17.30 “Definitions” pertaining to the creation of regulations for Donation Drop-Off Boxes

Legislative Analysis



CLOTHING DONATION BOXES

Mitchell Bean, Director
Phone: (517) 373-8080
<http://www.house.mi.gov/hfa>

House Bill 5716 as enrolled
Public Act 195 of 2010
Sponsor: Rep. Goeff Hansen

House Bill 5717 as enrolled
Public Act 196 of 2010
Sponsor: Rep. Ed Clemente

House Committee: Commerce
Senate Committee: Commerce and Tourism

Complete to 10-22-10

A SUMMARY OF HOUSE BILLS 5716 & 5717 AS ENROLLED

The bills regulate the use of clothing donation boxes.

House Bill 5716 amended the Michigan Consumer Protection Act (MCL 445.903) to prohibit a person who engages in the conduct of trade or commerce and owns or operates a clothing donation box from doing the following:

- Marking the clothing donation box or any sign near the box in a manner that represents or implies that any personal property placed in the box, or the proceeds of that property, is donated to one or more charities, if that is not true.
- Displaying the name, logo, trademark, or service mark of a charitable organization on a clothing donation box or any nearby sign if that charity does not receive any of the property placed in the box or proceeds from that property.
- Failing to clearly and conspicuously disclose on the box or a nearby sign the name, address, and telephone number of each organization that receives property or proceeds; what percentage the organization receives; the name, address, and telephone number of anyone else receiving property or proceeds, and the percentage of property and proceeds that person receives. This would apply when charitable organizations receive some but not all of the property or proceeds from the donation box.

The term "clothing donation box" refers to a receptacle in which a person can place clothing or other items of personal property with the intention of donating the property to a charitable organization and that has a capacity of a least 27 cubic feet

The bill includes such conduct in the act's description of "unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce."

The Consumer Protection Act is enforced by the state Attorney General, local prosecutors, and, in some cases, private lawsuits. The Charitable Organizations and Solicitations Act is enforced by the state Attorney General.

House Bill 5717 amended the Charitable Organizations and Solicitations Act (MCL 400.272), which licenses and regulates certain charitable organizations, solicitors, and fund-raisers. It contains the same prohibitions as listed above for the use of clothing donation boxes. (However, the requirement that the *percentage* of property or proceeds a charitable organization or other person receives be noted on a donation box or nearby sign is omitted in House Bill 5717. The names and addresses are required.) These prohibitions do not apply to entities and individuals exempt from licensing and financial statement requirements under Section 13 of the act. (Exempt groups are described later.)

In addition, the bill requires a person that is not a charitable organization and that owns or operates a clothing donation box or that receives any of the property or proceeds from a donation box to maintain a current license under the act at any time the clothing donation box is accessible to the public.

The bill also amended the definition of the term "professional fund raiser" to include a person that is not a charitable organization when any of the following conditions are met:

- The person represents or implies that personal property placed in a clothing donation box or the proceeds of the property will be donated to one or more charitable organizations.
- The person represents or implies that he or she is using the clothing donation box to solicit contributions on behalf of one or more charitable organizations.
- The donation box or any nearby sign is marked with the name, logo, or service mark of one or more charitable organizations or is otherwise marked in a manner that represents or implies that personal property placed in the donation box or proceeds of that property will be donated to one or more charitable organizations.

Violations of this act are misdemeanors punishable by a fine of not more than \$500.00, or imprisonment for not more than six months, or both.

Exempt entities

Under Section 13 of the act, the licensing and financial statement requirements do not apply to any of the following:

- (a) A person who requests a contribution for the relief or benefit of an individual, specified by name at the time of the solicitation, if the contributions collected are turned over to the named beneficiary after deducting reasonable expenses for costs of solicitation, if any, and if all fund-raising functions are carried on by persons who are unpaid, directly or indirectly, for their services.

(b) A person who does not intend to solicit and receive and does not actually receive contributions in excess of \$8,000 during any 12-month period if all of its fund-raising functions are carried on by persons who are unpaid for their services and if the organization makes available to its members and the public a financial statement of its activities for the most recent fiscal year. If the gross contributions received during any 12-month period exceed \$8,000, the person shall file an application for license with required supporting information as provided in section 3 within 30 days after the date it has received total contributions in excess of \$8,000.

(c) An organization that does not invite the general public to become a member of the organization and confines solicitation activities to solicitation drives solely among its members and the members' immediate families, if the drives are not held more frequently than quarterly. "Immediate family" means the grandparents, parents, spouse, brothers, sisters, children, and grandchildren.

(d) An educational institution certified by the State Board of Education.

(e) A veterans organization incorporated under federal law.

(f) An organization that receives funds from a charitable organization licensed under this act that does not solicit or intend to solicit or receive or intend to receive contributions from persons other than a charitable organization, if the organization makes available to its members and the public a financial statement of its activities for the most recent fiscal year.

(g) A licensed hospital, hospital based foundation, and hospital auxiliary that solicit funds solely for one or more licensed hospitals.

(h) A nonprofit service organization that is exempt from taxation under the federal Internal Revenue Code other than Section 501(c)(3), whose principal purpose is not charitable, but solicits from time to time funds for a charitable purpose by members of the organization who are not paid for the solicitation. The funds shall be wholly used for the charitable purposes for which they were solicited, and the organization shall file with the attorney general a federal form 990 or 990 AR.

(i) A nonprofit corporation whose stock is wholly owned by a religious or fraternal society that owns and operates facilities for the aged and chronically ill in which no part of the net income from the operation of the corporation inures to the benefit of a person other than the residents.

(j) Charitable organizations licensed by the Department of Human Services that serve children and families.

(k) A person registered under and complying with the requirements of the Public Safety Solicitation Act.

FISCAL IMPACT:

The bill does not appear to have a significant fiscal impact.

BACKGROUND INFORMATION:

These bills were aimed at addressing the problem of clothing donation bins operated by "for-profit thrift stores," where the donated goods are sold for a profit with only a small portion of the value of the donations going to charity.

According to testimony provided by the Goodwill Association of Michigan, "these remote donation bins are usually found in parking lots of existing businesses or empty lots. They are often built to look like legitimate charitable organizations such as Goodwill or Salvation Army. Not only are these boxes looked upon as convenient by the local residents, but they feel their donations are certainly going to be used for good within their communities." However, the Goodwill representative noted, "typically, charities receive a small annual flat fee for the use of their name, sometimes as low as 6% of what the actual donation is really worth!" The Goodwill representative described this as a deceptive practice and urged legislation that would provide donors with more information about who benefits from the donations.

According to testimony, the use of clothing donation bins by "for profit thrift stores" removes local donation from the local community and diverts revenue from the charitable organizations that use the donations to raise revenue in order to provide a host of services; in Goodwill's case, donations help to provide services to people with disabilities and other barriers to employment.

Legislative Analyst: Chris Couch
Fiscal Analyst: Robin Risko

■ This analysis was prepared by nonpartisan House staff for use by House members in their deliberations, and does not constitute an official statement of legislative intent.

AGENDA NOTE

News Business: Item #1

MEETING DATE: June 23, 2012

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Affirm Manager's proposed appointment to the Arts and Cultural Commission

EXPLANATION OF TOPIC: The Arts and Cultural Commission had their first meeting on July 10, 2012. With their first order of business, they elected Linda Lemke to Chair the Commission with Dr. Bradley Bloom as Vice Chair Person and Kelly Johnson as Secretary. They also reviewed four applications to fill the fifth Commission spot. The Commission is recommending Cheryl Smith be appointed to the Commission. Therefore I am asking the City Council to affirm the appointment of Cheryl Smith to the Arts and Cultural Commission.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Application and resume from Cheryl Smith.

POSSIBLE COURSES OF ACTION: Affirm/deny the appointment of Cheryl Smith to the Arts and Cultural Commission.

RECOMMENDATION: Affirm the appointment of Cheryl Smith to the Arts and Cultural Commission.

SUGGESTED MOTION: Motion by _____, supported by _____ to affirm the City Manager's appointment of Cheryl Smith to the Arts and Cultural Commission.

CITY OF SOUTH LYON
Application for Appointment

Date: 6-26-2012

Name: Cheryl A. Smith

Address: 22022 Pontiac Trail A-3

City, State, Zip Code: South Lyon MI, 48178

Home Phone: 989-600-9892 Business Phone: _____

Occupation: Arts Administration

Employer: Recently graduated w MA in Arts Administration

Education & Related Experience: MA Arts Administration, UM-Flint B.S.

Eastern Michigan University with Art/Human Environments - Major/Minor

11 years Art Director at Northwood University, 4 yrs Midland

Community Center: Instructor, Art Coordinator, set up pilot preschool &

Are you a citizen of the United States? Yes ☒ No ☐ Toddler care area.

Are you in default to the City? Yes ☐ No ☒

Is any member of your family an elected official of the City? Yes ☐ No ☒

If so, who? _____

Please select which position(s) you are interested in

Board/Commission	
Planning Commission	<input type="checkbox"/>
Parks & Recreation Commission	<input type="checkbox"/>
Board of Review	<input type="checkbox"/>
Housing Commission	<input type="checkbox"/>
Zoning Board of Appeals	<input type="checkbox"/>
Historical Commission	<input type="checkbox"/>
Building Authority	<input type="checkbox"/>
Beautification Committee	<input type="checkbox"/>
Cultural Arts Commission	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

Special qualifications: Proven record in event planning; Visual arts;
Midland Summer Sculptor; Co Chair & committee; Performing arts;
Artist Residencies; Planned & put on Nationally renowned artist
workshops (revenue stream) Contract, host, and planned schedules for
a variety of art forms.

Describe why you are interested in this position: I am passionate about the
cultural arts field and all of its many aspects. I have worked
hard to become a professional, and well rounded, in the arts
arena. I am excellent in working with people at all levels, and
enjoy the process of program building.

How long have you lived in South Lyon? I moved here in August 2011, and hope to stay.

Previous place of Residence? I lived in Midland, MI, for 25 years,

References:

1. Lance Lewis, Academic Dean at Northwood University 989-837-4134
 2. John Bracey, Executive Director, Michigan Council for Arts & Cultural Affairs 517-241-40
 3. Locally - Joanne Muzzy, Crossroads Community Church
CCC # - 248-486.0400 Land Lord - Ilona Zaibeck 734-455-0454
- Extended list attached.

Applicant's Signature: Cheyl A. Smith Date: June 26, 2012

Please print this application and submit to:

City of South Lyon
Attn: Clerk's Office
335 S. Warren Street
South Lyon, MI 48178
Tel. (248) 437-1735

You may also copy & paste application into an email message and send to: jzemke@southlyonmi.org

For Office Use Only

Comments: _____

Appointed to: _____ Date: _____

Cheryl A. Smith

22022 Pontiac Trail, Apt. 3
South Lyon, MI 48178

Phone: 989-600-9892 • Email: cheryl.a.m.smith@gmail.com

Education

- M.A. in Arts Administration, University of Michigan-Flint, April 2012
- B.S. in Fine Arts, Eastern Michigan University & Central Michigan University

Positions

- Graduate Research Assistant, UM – Flint, 2011/2012
- Arts Director, MI Campus, Northwood University, Midland, MI (July 2000 - May 9, 2011)
 - Managed budget, strategic development and arts related private donor scholarships
 - Developed educational programming in visual and performing arts arena for academic, extracurricular and community groups
 - Served as Adjunct Faculty
 - Developed and maintained a digital inventory for a multi-site art collection inventory
 - Provided archival maintenance and preservation of art collection
- Interim Director, A. B. Dow Creativity Center, Northwood University, Midland, MI (July 2008 - July 2009)
 - Developed strategic direction for center, reorganizing the focus
 - Extended facility usage to internal and external groups
 - Built relationships with external creative problem solving groups
- Arts Coordinator, Midland Community Center, Midland, MI (1996 – 2000)
 - Developed and implemented community enrichment in the arts
 - Oversaw the organization and scheduling for a various studio areas
 - Coordinated with dance, theater and senior service departments on key projects

Major Accomplishments

- Coordinated annual art exhibitions featuring local and internationally recognized artists
- Contracted and hosted visiting artists, implementing workshops and presentations to both internal and external clients
- Developed academic and extra-curricular classes
- Co-chaired the Midland Downtown Development Authority Committee of the 2008 and 2009 annual Summer Sculpture Series
- Led the redesigning of the A. B. Dow Creativity Center website
- Designed and painted themed murals for the Midland Community Center lobby and above the pool
- Oversaw student programming
 - Dance Team, Improv Dinner Theater, Choral Ensemble, Bauervic Essay Contest, Student Exhibits, Student Fashion Construction

- Triennially organized Artist-in-Residency programs with nationally acclaimed groups, engaging students in experiential learning and working with agents, and collaborating with area public schools and universities
 - Production, hospitality, marketing, evaluations
- Developed and facilitated the 20th Annual A. B. Dow Creativity Conference for the Alden B. Dow Creativity Center. Keynote speakers and presenters were drawn from the areas of business entrepreneurship, visual arts, theatre, performing arts, and academia
 - Duties included negotiating contracts, organizing travel and accommodation logistics, conference schedule, menu planning and marketing to internal and external stakeholders
- Organized student trips to the National APAP conference in NYC, ArtPrize, Grand Rapids, and the DIA

Skills

- Microsoft Word, Excel, PowerPoint, Access, Photoshop
- Communication, both verbal and written
- Strategic management
- Writing; Press releases, grant writing, promotional pieces, feature articles, creative, expository and journalistic styles
- Fine Arts; Painting, 2 and 3 D Design, Clay Building, New Museum Studies

Coursework

- Painting, Clay Building, 2 and 3 D Design. Creative and Expository Writing, Journalism, Budgeting, Grant writing, Resource Development, Fundraising for Nonprofits

Community and Professional Associations

- Association of Performing Arts Presenters
- Liberal Arts Club of Midland
- Michigan Nonprofit Presenters Group
- Midland Artists' Guild
- Midland Chamber of Commerce, 2009, 2010
- Leadership Midland, Class of 2007
- Optimist Club/service group 2000-2006



State of Michigan
Rick Snyder, Governor

11-21-2011

Dear Search Committee

It is my pleasure to offer this letter of recommendation for Cheryl Smith.

I have known Cheryl in her professional capacity and was pleased when I saw she was also a student when I began teaching a graduate level grant writing class at the University of Michigan-Flint. Cheryl has impressed upon me that she is very serious about her training especially in her work in arts administration. I truly believe that she would make an excellent addition to any program. You will find her energy, her thoughts about art and her professional skills an asset to your program.

I would be more than happy to answer any specific questions you might have concerning Ms. Smith.

Sincerely,

John Bracey, Executive Director
Michigan Council for Arts and Cultural Affairs

The State of Michigan
Council for Arts and Cultural Affairs
300 N Washington Square
Lansing, Michigan 48913-0001
Ph. 517-241-4011
Fax: 517-241-3979

John Bracey
Executive Director

Council Members

Nheena Weyer-Iltner
Chairman
Marquette

Noel Baril
Douglas

George A. Bayard III
Kentwood

Fay Beydoun
Dearborn

Melonie Colaianne
Northville

David O. Egnor
Novi

T. Michael Jackson
Traverse City

Barbara Klocko
Attica

Barbara Kratchman
Bloomfield Hills

Vivian Rogers Pickard
Bloomfield Hills

W. Omari Rush
Ann Arbor

Sam Singh
East Lansing

Steve Tobocman
Detroit

Amanda Van Dusen
Vice-Chairman
Pleasant Ridge

Vickie Metz Wagner
Three Oaks



Cheryl A. Smith

Reference List, 2012

22022 Pontiac Trail, Apt. 3

South Lyon, MI 48178

Phone: 989-600-9892 • Email: cheryl.a.m.smith@gmail.com

John M. Bracey

Executive Director, Michigan Council for Arts and Cultural Affairs

Lansing, Michigan,

517.241.3972

braceyj@michigan.org

Association: Mr. Bracey is a professional acquaintance through Arts Midwest and The Michigan Nonprofit Presenters Association. Bracey also serves as adjunct faculty at University of Michigan Flint, teaching a course in grant writing which was part of my course work in winter 2011,

Nichole Broughton

Full Time Faculty, University of Michigan Flint, Theater Department

broughn@umflint.edu

Office: 810.762.3230

Cell: 517.414.4710

Association: Professor, and colleague, 2010/2011

Lance Lewis

Academic Dean, Northwood University

4000 Whiting Drive, Midland MI 48640

Office: 989.837.4134

Cell: 989.430.3144

Association: Supervisor, Northwood University

Nancy L. Barker

Former Vice President of University Relations at Northwood University

209 Revere

Midland Michigan, 48642

989.631.9864

Association: While retired, Ms. Barker continues to serve on a variety of boards that support both arts and education for women. Ms. Barker has been a mentor, a teacher and an example of professionalism and community service during my years at Northwood University. We have collaborated on numerous projects and served together on several committees.

Dr. John Jasinski

President, Northwest Missouri State University

Formerly VP and CEO, Northwood University.

Association: I worked under Dr. John Jasinski for a year when I served as the Northwood University Alden B. Dow Creativity Center Interim Director.

MWSU

425 Downs Drive

St. Joseph, MO 64507-2294

School main number 816.271.4200

660.526.1110, John J.

johnj@nwmissouri.edu

Melissa Leaym-Fernandez

The Elephantworks Studio / Sole Proprietor

www.elephantworkstudio.com

mjlf.fsf@sbcglobal.net

810.300.3456

Association: Ms. Leaym-Fernandez was one of my exhibiting artists in March/April 2011. She can speak to my service orientation, attention to detail, and professionalism in the role of administrator and arts director at Northwood University. I organized the exhibit, an artist reception, press release, post card and emailing list for the exhibit and reception.

Additional Professional Contacts:

Mia Dvornic, Northwood Gallery Director, 102 E. Main Street, Midland MI, 48640. 989.837.4310

Cynthia Keefe, Adjunct Faculty, Northwood University, cell: 989.631.2118

Kayte Aspray, Associate Dean, Northwood University, 989.837.4371

AGENDA NOTE

News Business: Item #2

MEETING DATE: July 23, 2012

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: DWRF Resolution of Tentative Construction Contract Award

EXPLANATION OF TOPIC: In accordance with the DWRF 4th Quarter Fiscal Year 2012 Milestone Schedule, bids for construction were solicited and received July 16, 2012. The Milestone Schedule requires a Resolution of Tentative Contract Award by the Governing Body to be passed at the July 23, 2012 Council meeting. Passage of the Resolution is required by the Council at this time to maintain the 50% principal forgiveness that has been allocated to the City as presented in the Fiscal Year 2012 DWRF Intended Use Plan. This Resolution is tentative and contingent upon successful financial arrangements with the DWRF.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resolution to Tentatively Award a Construction Contract for Water System Improvements, bid tabulation and project justification summary.

POSSIBLE COURSES OF ACTION: Pass/do not pass the resolution to Tentatively Award a Construction Contract for Water System Improvements

RECOMMENDATION: Pass the resolution to Tentatively Award a Construction Contract for Water System Improvements to Bricco Excavating Co., LLC in the amount of \$3,695,575.00.

SUGGESTED MOTION: Motion by _____, supported by _____ to pass the resolution to Tentatively Award a Construction Contract for Water System Improvements to Bricco Excavating Co., LLC in the amount of \$3,695,575.00.

**Resolution to Tentatively Award
A Construction Contract for Water System Improvements**

Whereas, the City of South Lyon wishes to construct improvements to its existing water treatment and distribution system; and

Whereas, the water system improvements project formally adopted on April 27, 2009 will be funded through the State of Michigan's Drinking Water Revolving Loan Fund (DWRF) program; and

Whereas, The City of South Lyon has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$3,695,575.00 from Bricco Excavating Co., LLC.; and

Whereas, the City's Engineer, Hubbell, Roth & Clark has recommended awarding the contract to the low bidder.

Now, Therefore, be it resolved, that the City of South Lyon tentatively awards the contract for construction of the proposed water system improvements project to Bricco Excavating Co., LLC contingent upon successful financial arrangements with the DWRF.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of July 23, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Julie C. Zemke
City Clerk/Treasurer

BID TABULATION
DWRP WATER MAIN IMPROVEMENTS - SEGMENT 1
CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

Bids Due: July 16, 2012
HRC Job # 20090414

Item	Quantity	Engineer's Estimate			BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
1. 8" Dia. HDPE SDR 11 Water main, Pipe Burst Existing Water Main	18485 lft	\$ 65.00	\$1,201,525.00	\$50.00	\$924,250.00	\$75.00	\$1,386,375.00	\$87.00	\$1,608,195.00	\$84.00	\$1,552,740.00	
2. 8" Dia. HDPE SDR 11 Water Main, Open Cut, Trench A	545 lft	\$ 60.00	\$32,700.00	\$56.00	\$30,520.00	\$75.00	\$40,875.00	\$59.00	\$32,155.00	\$84.00	\$45,780.00	
3. 8" Dia. HDPE SDR 11 Water Main, Directional Drill	7239 lft	\$ 65.00	\$470,535.00	\$50.00	\$361,950.00	\$75.00	\$542,925.00	\$87.00	\$629,793.00	\$84.00	\$608,076.00	
4. Jack and Bore, Steel Casing, 16"x0.25" Steel Casing, including 8" Dia. HDPE SDR 11 Water main, in Railroad R.O.W.	264 lft	\$ 250.00	\$66,000.00	\$180.00	\$47,520.00	\$200.00	\$52,800.00	\$280.00	\$73,920.00	\$220.00	\$58,080.00	
5. 8" Dia. SDR 26 Sanitary Sewer, Open Cut, Trench A	215 lft	\$ 100.00	\$21,500.00	\$55.00	\$11,825.00	\$150.00	\$32,250.00	\$180.00	\$38,700.00	\$200.00	\$43,000.00	
6. 6" Dia. SDR 36 Sanitary Sewer Service Lead	120 lft	\$ 25.00	\$3,000.00	\$77.00	\$9,240.00	\$80.00	\$9,600.00	\$30.00	\$3,600.00	\$100.00	\$12,000.00	
7. 4" Dia. Manhole	2 ea	\$ 1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,250.00	\$8,500.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	
8. Cap and GROUT Existing Water Main and Casing in Railroad R.O.W.	264 lft	\$ 5.00	\$1,320.00	\$15.00	\$3,960.00	\$12.00	\$3,168.00	\$12.00	\$3,168.00	\$20.00	\$5,280.00	
9. Water Service (Complete) Type 1, Long (Including bore beneath roadway as required)	229 ea	\$ 1,200.00	\$274,800.00	\$800.00	\$183,200.00	\$350.00	\$80,150.00	\$500.00	\$114,500.00	\$1,600.00	\$366,400.00	
10. Water Service (Complete) Type 2, Short (Including bore beneath roadway as required)	245 ea	\$ 600.00	\$147,000.00	\$500.00	\$122,500.00	\$150.00	\$36,750.00	\$500.00	\$122,500.00	\$900.00	\$220,500.00	
11. Fire Hydrant Assembly	81 ea	\$ 3,500.00	\$283,500.00	\$6,500.00	\$526,500.00	\$6,650.00	\$538,650.00	\$5,000.00	\$405,000.00	\$3,700.00	\$299,700.00	
12. 8" Gate Valve	58 ea	\$ 3,000.00	\$174,000.00	\$4,000.00	\$232,000.00	\$6,650.00	\$385,700.00	\$4,500.00	\$261,000.00	\$1,300.00	\$75,400.00	
13. 12" Gate Valve	5 ea	\$ 4,000.00	\$20,000.00	\$4,500.00	\$22,500.00	\$2,500.00	\$12,500.00	\$5,500.00	\$27,500.00	\$2,500.00	\$12,500.00	
14. 8" x 8" Tapping Sleeve and Valve	3 ea	\$ 6,500.00	\$19,500.00	\$5,000.00	\$15,000.00	\$1,950.00	\$5,850.00	\$6,000.00	\$18,000.00	\$5,000.00	\$15,000.00	
15. 8" x 12" Tapping Sleeve and Valve	13 ea	\$ 7,000.00	\$91,000.00	\$8,000.00	\$104,000.00	\$2,150.00	\$27,950.00	\$6,500.00	\$84,500.00	\$5,300.00	\$68,900.00	
16. Cut in 8" x 8" Tee and Connect New 8" Water Main	27 ea	\$ 3,000.00	\$81,000.00	\$3,500.00	\$94,500.00	\$550.00	\$14,850.00	\$2,800.00	\$75,600.00	\$2,000.00	\$54,000.00	
17. Cut in 8" x 12" Tee and Connect New 8" Water Main	3 ea	\$ 4,000.00	\$12,000.00	\$3,800.00	\$11,400.00	\$5,500.00	\$16,500.00	\$3,000.00	\$9,000.00	\$2,900.00	\$8,700.00	
18. Cut in 8" x 8" Cross and Connect New 8" Water Main	3 ea	\$ 3,500.00	\$10,500.00	\$3,600.00	\$10,800.00	\$5,500.00	\$16,500.00	\$3,200.00	\$9,600.00	\$3,600.00	\$10,800.00	
19. Cut in 8" x 12" Cross and Connect New 8" Water Main	4 ea	\$ 4,500.00	\$18,000.00	\$3,900.00	\$15,600.00	\$550.00	\$2,200.00	\$3,500.00	\$14,000.00	\$4,200.00	\$16,800.00	
20. Connect New 8" Water Main to Existing 8" Water Main	15 ea	\$ 500.00	\$7,500.00	\$3,700.00	\$55,500.00	\$5,500.00	\$82,500.00	\$2,800.00	\$42,000.00	\$2,000.00	\$30,000.00	
21. Cut and Cap Existing 4" Water Main	18 ea	\$ 500.00	\$9,000.00	\$900.00	\$16,200.00	\$400.00	\$7,200.00	\$200.00	\$3,600.00	\$800.00	\$14,400.00	
22. Cut and Cap Existing 6" Water Main	20 ea	\$ 550.00	\$11,000.00	\$920.00	\$18,400.00	\$500.00	\$10,000.00	\$250.00	\$5,000.00	\$900.00	\$18,000.00	
23. Cut and Cap Existing 8" Water Main	6 ea	\$ 750.00	\$4,500.00	\$1,100.00	\$6,600.00	\$600.00	\$3,600.00	\$300.00	\$1,800.00	\$900.00	\$5,400.00	
24. Cap New 8" Water Main	7 ea	\$ 750.00	\$5,250.00	\$380.00	\$2,660.00	\$800.00	\$5,600.00	\$300.00	\$2,100.00	\$600.00	\$4,200.00	
25. Hydra Stop Existing 4" Water Main (If Needed)	2 ea	\$ 1,100.00	\$2,200.00	\$1,000.00	\$2,000.00	\$350.00	\$700.00	\$3,600.00	\$7,200.00	\$3,000.00	\$6,000.00	
26. Hydra Stop Existing 6" Water Main (If Needed)	5 ea	\$ 1,200.00	\$6,000.00	\$1,200.00	\$6,000.00	\$400.00	\$2,000.00	\$4,000.00	\$20,000.00	3,600.00	\$18,000.00	
27. Hydra Stop Existing 8" Water Main (If Needed)	13 ea	\$ 1,500.00	\$19,500.00	\$1,400.00	\$18,200.00	450.00	\$5,850.00	\$4,500.00	\$58,500.00	4,500.00	\$58,500.00	
28. Hydra Stop Existing 12" Water Main (If Needed)	13 ea	\$ 1,800.00	\$23,400.00	\$1,800.00	\$23,400.00	500.00	\$6,500.00	\$5,500.00	\$71,500.00	5,500.00	\$71,500.00	

Item	Quantity	Engineer's Estimate				BIDDER NO. 1				BIDDER NO. 2				BIDDER NO. 3				BIDDER NO. 4			
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
29. Remove Existing Fire Hydrant and Assembly	46	ea \$ 500.00	\$23,000.00	\$400.00	\$18,400.00	155.00	\$7,130.00	\$300.00	\$13,800.00	1,000.00	\$46,000.00										
30. Remove Existing Gate Valve and Well	42	ea \$ 750.00	\$31,500.00	\$400.00	\$16,800.00	155.00	\$6,510.00	\$400.00	\$16,800.00	1,000.00	\$42,000.00										
31. Abandon Existing Valve Box	10	ea \$ 500.00	\$5,000.00	\$150.00	\$1,500.00	145.00	\$1,450.00	\$300.00	\$3,000.00	200.00	\$2,000.00										
32. Abandon Existing Water main with flowable fill	1	L.S. \$ 4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	3,000.00	\$3,000.00										
33. Abandon Existing Sanitary Sewer with flowable fill	1	L.S. \$ 4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	3,000.00	\$3,000.00										
34. Adjust Structure to Grade	2	ea \$ 300.00	\$600.00	\$500.00	\$1,000.00	880.00	\$1,760.00	\$300.00	\$600.00	500.00	\$1,000.00										
35. Excavation, Testing and Removal on Contaminated Soils (if Needed)	550	eyd \$ 40.00	\$22,000.00	\$15.00	\$8,250.00	11.00	\$6,050.00	\$0.01	\$5.50												
36. Exploratory Digging and Temp. Patching Allowance	1	L.S. \$ 50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	50,000.00	\$50,000.00										
37. Surface Restoration -3" Topsoil and Sod in Lawn Areas, Remove & Replace Pavement, Approaches, Sidewalk, Ramps, and Curbing Necessary for Water Main Construction	1	L.S. \$ 130,000.00	\$130,000.00	\$150,000.00	\$150,000.00	200,000.00	\$200,000.00	\$250,000.00	\$250,000.00	400,000.00	\$400,000.00										
38. Teleview Existing Sanitary Sewer	1	L.S. \$ 4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	500.00	\$500.00	\$600.00	\$600.00	5,000.00	\$5,000.00										
39. Dewatering	1	L.S. \$ 50,000.00	\$50,000.00	\$5,200.00	\$5,200.00	10,000.00	\$10,000.00	\$1.00	\$1.00	1,000.00	\$1,000.00										
40. Audio/Video Route Survey	1	L.S. \$ 7,000.00	\$7,000.00	\$250,000.00	\$250,000.00	10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	6,000.00	\$6,000.00										
41. Mobilization	1	L.S. \$ 100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	90,000.00	\$90,000.00										
42. Maintain Traffic	1	L.S. \$ 10,000.00	\$10,000.00	\$120,000.00	\$120,000.00	125,000.00	\$125,000.00	\$50,000.00	\$50,000.00	15,000.00	\$15,000.00										
43. Soil Erosion Control	1	L.S. \$ 20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	20,000.00	\$20,000.00										
44. Temporary Water Service	1	L.S. \$ 40,000.00	\$40,000.00	\$5,000.00	\$5,000.00	1,000.00	\$1,000.00	\$0.01	\$0.01	100,000.00	\$100,000.00										
45. Low Service Pump Installation	1	L.S. \$ 50,000.00	\$50,000.00	\$36,000.00	\$36,000.00	35,000.00	\$35,000.00	\$65,000.00	\$65,000.00	50,000.00	\$50,000.00										
46. Program existing SCADA system to receive signals from new Low Service Pump - Allowance	1	L.S. \$ 3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	3,700.00	\$3,700.00										
TOTAL AMOUNT OF BASE BID			\$3,573,530.00		\$3,695,575.00		\$3,918,643.00	*	\$4,315,937.51		\$4,582,356.00										

* Corrected By Engineer

ENGINEER,
Hubbell, Roth & Clark, Inc.
555 Huler Drive
P O Box 824
Bloomfield Hills, MI 48303-0824

BID TABULATION
DWP&E WATER MAIN IMPROVEMENTS - SEC
CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

BIDDER NO. 5
DVM Utilities, Inc.
6045 Sims Rd., Suite 2
Sterling Heights, MI 48313-3749

BIDDER NO. 6
Utility Services Authority, LLC
6001 Schooner
Belleville, MI 48112

Item	Unit Price	Total Cost	Unit Price	Total Cost
1. 8" Dia. HDPE SDR 11 Water main, Pipe Burst Existing Water Main	\$79.00	\$1,460,315.00	\$72.00	\$1,336,920.00
2. 8" Dia. HDPE SDR 11 Water Main, Open Cut, Trench A	\$88.00	\$47,960.00	\$86.00	\$46,870.00
3. 8" Dia. HDPE SDR 11 Water Main, Directional Drill	\$79.00	\$571,881.00	\$52.00	\$376,428.00
4. Jack and Bore, Steel Casing, 16"x0.25" Steel Casing, including 8" Dia. HDPE SDR 11 Water main, in Railroad R.O.W.	\$175.00	\$46,200.00	\$275.00	\$72,600.00
5. 8" Dia. SDR 26 Sanitary Sewer, Open Cut, Trench A	\$111.85	\$24,047.75	\$186.00	\$39,990.00
6. 6" Dia. SDR 26 Sanitary Sewer Service Lead	\$32.70	\$3,924.00	\$57.00	\$6,840.00
7. 4" Dia. Manhole	\$2,925.00	\$5,850.00	\$5,390.00	\$10,780.00
8. Cap and Grout Existing Water Main and Casing in Railroad R.O.W.	\$25.00	\$6,600.00	\$21.00	\$5,544.00
9. Water Service (Complete) Type 1, Long (Including bore beneath roadway as required)	\$1,605.00	\$367,545.00	\$2,050.00	\$469,450.00
10. Water Service (Complete) Type 2, Short (Including bore beneath roadway as required)	\$1,075.00	\$263,375.00	\$1,650.00	\$404,250.00
11. Fire Hydrant Assembly	\$4,370.00	\$353,970.00	\$6,300.00	\$510,300.00
12. 8" Gate Valve	\$1,930.00	\$229,100.00	\$7,450.00	\$432,100.00
13. 12" Gate Valve	\$5,250.00	\$26,250.00	\$9,225.00	\$46,125.00
14. 8" x 8" Tapping Sleeve and Valve	\$5,250.00	\$15,750.00	\$10,040.00	\$30,120.00
15. 8" x 12" Tapping Sleeve and Valve	\$6,035.00	\$78,455.00	\$9,700.00	\$126,100.00
16. Cut in 8" x 8" Tee and Connect New 8" Water Main	\$1,500.00	\$40,500.00	\$4,950.00	\$133,650.00
17. Cut in 8" x 12" Tee and Connect New 8" Water Main	\$3,200.00	\$6,600.00	\$5,230.00	\$15,690.00
18. Cut in 8" x 8" Cross and Connect New 8" Water Main	\$2,500.00	\$7,500.00	\$4,750.00	\$14,250.00
19. Cut in 8" x 12" Cross and Connect New 8" Water Main	\$3,200.00	\$12,800.00	\$4,350.00	\$17,400.00
20. Connect New 8" Water Main to Existing 8" Water Main	\$2,000.00	\$30,000.00	\$1,525.00	\$22,875.00
21. Cut and Cap Existing 4" Water Main	\$150.00	\$2,700.00	\$1,310.00	\$23,580.00
22. Cut and Cap Existing 6" Water Main	\$180.00	\$3,600.00	\$1,225.00	\$24,500.00
23. Cut and Cap Existing 8" Water Main	\$235.00	\$1,410.00	\$1,560.00	\$9,360.00
24. Cap New 8" Water Main	\$300.00	\$2,100.00	\$1,400.00	\$9,800.00
25. Hydra Stop Existing 4" Water Main (If Needed)	\$3,600.00	\$7,200.00	\$4,600.00	\$9,200.00
26. Hydra Stop Existing 6" Water Main (If Needed)	\$3,800.00	\$19,000.00	\$4,800.00	\$24,000.00
27. Hydra Stop Existing 8" Water Main (If Needed)	\$4,200.00	\$54,600.00	\$	\$68,900.00
28. Hydra Stop Existing 12" Water Main (If Needed)	\$6,000.00	\$78,000.00	\$	\$94,900.00

BIDDER NO. 5
DVM Utilities, Inc.
6045 Sims Rd., Suite 2
Sterling Heights, MI 48313-3749

BIDDER NO. 6
Utility Services Authority, LLC
6001 Schooner
Belleville, MI 48112

Item	Unit Price	Total Cost	Unit Price	Total Cost
29. Remove Existing Fire Hydrant and Assembly	\$500.00	\$23,000.00	\$	\$
30. Remove Existing Gate Valve and Well	\$750.00	\$31,500.00	\$	\$600.00
31. Abandon Existing Valve Box	\$500.00	\$5,000.00	\$	\$200.00
32. Abandon Existing Water main with flowable fill	\$75,000.00	\$75,000.00	\$	\$18,700.00
33. Abandon Existing Sanitary Sewer with flowable fill	\$7,500.00	\$7,500.00	\$	\$800.00
34. Adjust Structure to Grade	\$1,000.00	\$2,000.00	\$	\$300.00
35. Excavation, Testing and Removal on Contaminated Soils (If Needed)	\$25.00	\$13,750.00	\$	\$20.00
36. Exploratory Digging and Temp. Patching Allowance	\$50,000.00	\$50,000.00	\$	\$50,000.00
37. Surface Restoration -3" Topsoil and Sod in Lawn Areas, Remove & Replace Pavement, Approaches, Sidewalk, Ramps, and Curbing Necessary for Water Main Construction	\$250,000.00	\$250,000.00	\$	\$475,000.00
38. Teleview Existing Sanitary Sewer	\$5,000.00	\$5,000.00	\$	\$1,600.00
39. Dewatering	\$50,000.00	\$50,000.00	\$	\$0.01
40. Audio/Video Route Survey	\$6,000.00	\$6,000.00	\$	\$12,000.00
41. Mobilization	\$125,000.00	\$125,000.00	\$	\$125,000.00
42. Maintain Traffic	\$50,000.00	\$50,000.00	\$	\$47,000.00
43. Soil Erosion Control	\$10,000.00	\$10,000.00	\$	\$13,400.00
44. Temporary Water Service	\$70,000.00	\$70,000.00	\$	\$0.01
45. Low Service Pump Installation	\$78,000.00	\$78,000.00	\$	\$70,000.00
46. Program existing SCADA system to receive signals from new Low Service Pump - Allowance	\$3,700.00	\$3,700.00	\$	\$3,700.00
TOTAL AMOUNT OF BASE BID		\$4,622,682.75		\$5,260,122.02

* Corrected By Engineer

ENGINEER
Hubbell, Roth & Clark, Inc.
535 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48083-0824

AGENDA NOTE

New Business: Item #3

MEETING DATE: July 23, 2012

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Agreement for Planning Services

EXPLANATION OF TOPIC: At the City Council meeting of June 25th the City Council was asked to approve a Planning Services Agreement with CIB Planning Inc., which was basically a transfer from LSL to CIB. The City Council voted that motion down with some of the Members expressing concern that CIB did not have an agreement to utilize LSL's resources. I was told to try to address those concerns and any others that the Council members had. The RFP Committee reconvened and met with Brad Strader from LSL and Carmine Avantini from CIB Planning Inc., to address the Council's and Administration's concerns. I think this new agreement between the City of South Lyon and CIB Planning Inc. addresses those concerns.

Also, as a house-keeping matter, because the former City Attorney opined that the contract for planning services with LSL is valid and in place, even though it was not signed, Council should terminate that agreement except as to the master plan services work the Council approved on February 27, 2012.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Original and red lined agreement between City and CIB Planning, fee schedule, and sub-agreement between CIB Planning and LSL Planning.

POSSIBLE COURSES OF ACTION: Approve/do not approve the agreement with CIB Planning Inc. for Planning Services for the City.

Terminate/do not terminate the planning services agreement with LSL except as to the master plan services work the Council approved on February 27, 2012.

RECOMMENDATION: Accept and approve the agreement with CIB Planning Inc. for Planning Services for the City.

Terminate the planning services agreement with LSL except as to the master plan services work the Council approved on February 27, 2012.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the three year contract between the City of South Lyon and CIB Planning Inc., for planning services.

Motion by _____, supported by _____ to terminate the existing planning services agreement with LSL except as to the master plan services work approved by Council on February 27, 2012.



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Timothy S. Wilhelm
twilhelm@jrsjlaw.com

www.johnsonrosati.com

July 19, 2012

David M. Murphy, Manager
335 S. Warren Street
South Lyon, MI 48178

RE: Revised Agreements for City Planning Consultant Services

Dear Mr. Murphy:

You asked our office to review the proposed Professional Services Agreement between the City and CIB Planning (Carmine Avantini) and to make some suggestions about how the document could be amended and/or supplemented to confirm that CIB will in fact have the day-to-day assistance (to the extent necessary) of LSL Planning, as well as the technical support that the LSL firm can provide for special planning functions (plan preparation, 3-D modeling, etc.)

What we took from our conversation with you and Mr. Avantini (as well as Brad Strader from LSL) was that a sub-consultant arrangement was acceptable to both CIB and LSL, and to your office. There was some concern expressed, however, at the City Council meeting on June 25, 2012. We reviewed the tape of the Council meeting to try to get a feel for that.

Based on all of the foregoing, we offer the following as a possible resolution to the issues raised:

1. A slightly amended Professional Services Agreement that more explicitly refers to the relationship between CIB and LSL. This is described in Section 1.C, which lists what types of services LSL might be called upon to provide. It also specifically refers to the fact that there is an ongoing, formal agreement between CIB and LSL. Most importantly, it further provides that the City is to receive notice in the event that the agreement between CIB and LSL is terminated or substantively altered.
2. A services agreement between CIB and LSL – not as formal as the agreement between CIB and the City, but sufficient between two professional consultants to clarify their professional arrangement. Note that as drafted, it confirms that the City will receive notice in the event the arrangement is terminated or suspended.

We are satisfied that the arrangement allows the City an opportunity to "get out" on an expedited basis (30 days) if it turns out that CIB loses the relationship with LSL, or if CIB is

unable to perform the services as contemplated. This would seem to go some distance to addressing the concerns raised by Council, to the extent that it allows the City to effectively transfer performance under the agreement to LSL if it determined to do so. (The City could also enter into an arrangement with a third party or other individual as well.)

There is a minor issue with regard to the fact that the City apparently wants to continue its arrangement with LSL to be the primary consultant on the master plan review. Our suggestion on that is for the City to simply continue the arrangement that it has already agreed to with LSL with regard to the master plan. As we understand it, in January, 2012, LSL was "hired" by the City as the planning consultant, with a proposed Professional Services Agreement. That Agreement (for whatever reason) was never signed. However, the previous City Attorney, Parvin Lee, has opined that that Agreement is valid and in place, even if not executed.

Subsequently, on February 27, 2012, the City Council adopted a motion accepting LSL's proposal for master plan services.

To be consistent with the actions that the City has taken so far, then, our suggestion is as follows if the City wants to (a) hire CIB Planning as the planning consultant and (b) keep LSL Planning for the master plan:

- A. Terminate the Professional Services Agreement entered into on January 9, 2012, with LSL Planning **except** as to the master plan services work plan approved by the City Council on February 27, 2012; and
- B. Approve the Professional Services Agreement with CIB Planning, effective July __, 2012.

Under the circumstances, LSL would presumably waive any notice requirements for termination under its arrangement with the City. Note that this course of action will leave the City with only one written and executed agreement for planning services – the attached agreement with CIB Planning. The arrangement with LSL for the master plan would not be reduced to writing. The City Council could remedy that if it chose to by directing you, as City Manager, to enter into an appropriate written agreement with LSL consistent with the February 27, 2012, City Council motion.

If you have any questions, please do not hesitate to call.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Timothy S. Wilhelm

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this day of _____ 2012, A.D., by and between the City of South Lyon, State of Michigan, hereinafter referred to as "City" or "Client" and CIB PLANNING, INC., a Michigan Corporation, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the eClient desires to engage the Consultant to render professional services for the Client; and

WHEREAS, the Consultant desires to provide said services and agrees to do so for compensation based upon services rendered and expenses incurred pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION I. SCOPE OF SERVICES.

The Consultant shall perform the specified services under this Agreement~~Contract~~ to provide on-going or on-call professional planning, zoning advisory, and economic development assistance, as noted below.

A. DEVELOPMENT REVIEW SERVICES

The Consultant shall provide written technical reports and recommendations on site plans, subdivision and condominium plans, special land use approvals, rezonings, variances, lot splits and other development proposals, in accordance with the City Master Plan, zoning, subdivision and condominium ordinances, and sound planning and design principles. The schedule for reviews and submittal of reports to the City shall be mutually agreed upon, but shall allow the consultant at least ten (10) days after receipt of a submittal packet by the consultant to provide a report to the City.

B. OTHER SERVICES

Other services may be requested from time-to-time. Compensation for such services shall be as set forth in Attachment A, which describes certain services as part of a negotiated at the time of the request, and may be incorporated into the not-to-exceed fee, and others to be~~or~~ charged separately, depending on the scope and nature of the request. Upon request by an authorized representative of the City, the Consultant may also be asked to provide the following services:

1. Provision on a day-to-day basis telephone assistance and advice.

2. Preparation for, and attendance at, meetings with City officials, public, City staff, and applicants as requested by the City.
3. Preparation for, and attendance, at other meetings of a planning or coordinating nature, with other agencies, groups, staff/consultants or adjacent communities.
4. Assistance on Federal or state grant program applications and administration.
5. Professional planning and related work in maintenance or interpretation of the City's Master Plan and amendments, as required.
6. Provision of verbal or written reports, reviews and recommendations regarding zoning ordinance interpretations, amendments to the zoning ordinance, updates to the zoning map or other City land development ordinances.
7. Preparation for litigation and acting as expert witness in zoning related court cases involving the City.
8. Coordination with the City attorney, police and fire departments, engineer, zoning enforcement officer and building official as appropriate.
9. Periodic reports on new planning techniques or experiences which may be beneficial to the City or topical training seminars.
10. Provision of other technical services related to planning, land use and community development concerns relevant to the needs that may be required and requested by the City Planning Department.

C. SUB-CONSULTANT SERVICES

Consultant CIB Planning shall be the City's planning consultant. However, the City and CIB acknowledge and agree that LSL Planning will provide support and specialty planning services to Consultant, on an as-needed basis and when requested by either Consultant or a designated City staff person with the Client. Such services may included, but are not limited to, providing technical services and support and back-up to Consultant for meetings when needed due to vacations, illness, and other unforeseen conflicts. The City and Consultant also acknowledge and agree that Consultant may from time to time use the sub-consultant services of Russell Design for landscape architect services. The anticipated responsibilities and specialty areas for the consulting team by firm are as follows:

CIB Planning	Ongoing planning consultation including, but not limited to: management of planning consulting services; attendance at PC, ZBA, Council and applicant meetings <u>as requested</u> ; preparation of planning reviews; daily zoning coordination; zoning ordinance amendments; and other tasks identified above or that may be assigned by the city.
LSL Planning	Specialty planning services including, but not limited to: transportation planning and complete streets; coordination with the city engineer on traffic and transportation issues; 3-D modeling and graphics; mapping; preparation of site development concepts; and specialty zoning assistance based on LSL's extensive library of zoning research and "best practice" models. When

	needed, LSL will also provide back-up attendance at meetings with sufficient notice, and lead or assist with reviews, reports and follow-up related to agenda items for those meetings. In such situations, CIB shall be responsible for providing background information to ensure the LSL staff person is prepared.
Russell Design	Landscape Architectural services on an as-needed basis including: site inspections on larger projects; landscape design recommendations; park planning; and other related tasks that may arise.

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Consultant shall be solely responsible for the responsiveness of all services and the quality of products, professional conduct, etc. As a sub-consultant, LSL Planning shall not be responsible for the services of Consultant.

Consultant acknowledges that the City has awarded this Agreement to Consultant with the express understanding that Consultant has the above-described professional relationship with LSL Planning in particular, and that Consultant and LSL Planning have in fact executed a certain "Agreement for Services" dated July , 2012, describing that relationship. Consultant agrees that it will give the City immediate written notice, not to exceed five (5) business days, if the Agreement for Services between Consultant and LSL is terminated or substantively amended.

SECTION II. CHANGES TO SCOPE OF SERVICES.

The Client may from time to time during the course of this ~~agreement~~Agreement, request modifications of this Agreement or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by the Client and the Consultant, shall be incorporated in written amendments to this ~~a~~Agreement.

SECTION III. PROJECT MANAGEMENT AND COMMUNICATION

The Consultant Contact shall be Carmine Avantini as Project Manager. No other direct contact shall be made with the Consultant regarding the project without advance approval of the Consultant, ~~provided except~~ that designated staff from the ~~city~~City may contact LSL Planning for services outlined in I C above.

SECTION IV. COMPENSATION AND METHOD OF PAYMENT.

- A. The City shall pay the Consultant on an hourly basis according to the fee schedule (Attachment A).
- B. As part of the not-to-exceed fee above, the Consultant shall also be reimbursed for documented out-of-pocket expenses, including but not limited to long distance

telephone, mileage to special meetings and projects, postage, photography, document reproduction, ~~ete~~and similar identifiable charges.

- C. The Client may authorize the Consultant to provide additional services beyond the Scope of Services or to attend additional meetings for a fee in addition to paragraph A above. For additional professional services, the Consultant shall be compensated at the hourly rates described in Attachment A, unless a separate fee is mutually agreed upon.
- D. Invoices will be submitted monthly for work performed during the billing period and shall be paid within thirty (30) days of receipt of such invoice by the Client.

SECTION V. ASSIGNABILITY

The Agreement shall not be assigned or transferred by either the Consultant or the Client to any entity not connected with the Consultant without the prior written consent of the other. Notwithstanding the foregoing, the Consultant shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institutions, any claims for compensation due, or to become due, to the Consultant from the Client under this Agreement, without prior written consent.

In addition, in the event Consultant is unable to carry out the planning responsibilities under this contract Agreement due to an extended absence caused by illness, disability, or other unforeseen condition, the City may temporarily designate LSL Planning or any other individual or entity of its choice to undertake the duties listed herein until such time that said absence or condition is over.

~~Consultant shall be solely responsible for the responsiveness of service, quality of products, professional conduct etc. As a subconsultant, LSL Planning shall not be responsible for the services of Consultant. In the event the City is dissatisfied with the services of Consultant during the period of this contract, the city may transfer this contract to LSL Planning. In such case, Consultant could continue to provide service to the city, if mutually agreed upon with the city, through an existing Subconsultant Agreement between Consultant and LSL Planning, Inc.~~

SECTION VI. DATA AND SERVICES TO BE PROVIDED BY CLIENT TO CONSULTANT

If requested by the Consultant, Client shall furnish at no charge to the Consultant, in a timely manner:

- A. Copies of all reports, plans, maps, drawings, aerial photos, data and similar materials relevant to the performance of the scope of services. Such materials shall be provided at no cost to the Consultant.

- B. The Client shall be responsible for any professional, legal, engineering or accounting services connected with the project and shall coordinate review of any draft by the Client's Attorney, if necessary.
- C. The Client shall be responsible for scheduling meeting rooms, publication of agendas and notices, and the costs of publication for postings, notices and mailings.
- D. The Client shall devote sufficient time at regular meetings to adequately discuss the project within the number of meetings herein described and to maintain the project schedule, or shall schedule special meetings devoted exclusively to the project.
- E. The Client shall provide the Consultant with decisions or reviews in a timely manner.
- F. If the primary Client contact person is changed, the Consultant shall be compensated for time spent on orientation to the new staff person.

SECTION VII. SCHEDULE.

The Consultant and Client shall agree to complete all work required and described in the contract on an expeditious schedule designed to meet time frames as specified in the proposal, or as mutually extended by the Client and the Consultant.

SECTION VIII. OWNERSHIP OF DATA.

Upon completion or termination of this Agreement, all reports, charts, maps, and graphics shall become the property of the Client, and shall not be furnished to any other party without written permission of the Client. It is understood and agreed that the calculations, final documents, studies, surveys, drawings, maps, reports, and specifications prepared pursuant to this Agreement in machine format or hard copy, are instruments of professional service. They are and shall remain the property of the Client.

The Consultant will retain the original disk, tapes, and drawings. The Client understands that changes or modifications to the disk, tapes, or drawings made by anyone other than the Consultant may result in adverse consequences which the Consultant can neither predict nor control. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Consultant from and against all claims, liabilities, losses, damages, and costs including, but not limited to, attorney fees, arising out of or in any way connected with the intentional modification, misinterpretation, misuse, or reuse by ~~others~~ the City or its agents or employees of the machine readable information, drawings, and data provided by the Consultant under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project documentation on other projects, for additions to the project, or for completion of this project by ~~others~~ the City or its agents or employees, excepting only such use as may be authorized, in writing, by the Consultant.

SECTION IX. DURATION AND TERMINATION

This Agreement will remain in effect for a period of three (3) years from the date of execution. In addition, it may be terminated by either the Client or the Consultant upon ~~ninety~~^{thirty} (90³⁰) days' written notice. In such case the Consultant shall be compensated by the Client for all work completed prior to termination upon delivery of products completed to the Client.

Notwithstanding any of the foregoing, if the Consultant gives the City notice that the "Agreement for Services" between Consultant and LSL Planning dated July , 2012, has been terminated or amended in a manner such that the City determines, in its sole discretion, that Consultant cannot provide the services described in Section 1.A and Section 1.B to the City's satisfaction, then the City may, at its option terminate this Agreement with thirty (30) days' notice. In addition, the City may during such notice period also secure the services of LSL Planning or another individual or entity to complete the term of this Agreement.

SECTION X. NON-DISCRIMINATION:

The Consultant shall, when applicable, comply with the requirements of all ~~f~~^Federal, State, and ~~L~~^local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.

SECTION XI. COMPLIANCE WITH ALL LAWS.

In the performance of this Agreement, Consultant agrees to comply with all applicable ~~Federal~~^{Federal}, State, ~~Federal~~^{Federal}, and local statutes, ordinances, and regulations, and obtain any and all permits applicable to the performance of this Agreement.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement as of the date above and in accordance with the laws of the State of Michigan.

WITNESS:

CITY OF SOUTH LYON, MICHIGAN

By:

CIB PLANNING, INC.

By:

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this day of _____ 2012, A.D., by and between the City of South Lyon, State of Michigan, hereinafter referred to as "City" or "Client" and CIB PLANNING, INC., a Michigan Corporation, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Client desires to engage the Consultant to render professional services for the Client; and

WHEREAS, the Consultant desires to provide said services and agrees to do so for compensation based upon services rendered and expenses incurred pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION I. SCOPE OF SERVICES.

The Consultant shall perform the specified services under this Agreement to provide on-going or on-call professional planning, zoning advisory, and economic development assistance, as noted below.

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The Consultant shall provide written technical reports and recommendations on site plans, subdivision and condominium plans, special land use approvals, rezonings, variances, lot splits and other development proposals, in accordance with the City Master Plan, zoning, subdivision and condominium ordinances, and sound planning and design principles. The schedule for reviews and submittal of reports to the City shall be mutually agreed upon, but shall allow the consultant at least ten (10) days after receipt of a submittal packet by the consultant to provide a report to the City.

B. OTHER SERVICES

Other services may be requested from time-to-time. Compensation for such services shall be as set forth in Attachment A, which describes certain services as part of a not-to-exceed fee and others to be charged separately, depending on the scope and nature of the request. Upon request by an authorized representative of the City, the Consultant may also be asked to provide the following services:

1. Provision on a day-to-day basis telephone assistance and advice.
2. Preparation for, and attendance at, meetings with City officials, public, City staff, and applicants as requested by the City.

3. Preparation for, and attendance, at other meetings of a planning or coordinating nature, with other agencies, groups, staff/consultants or adjacent communities.
4. Assistance on federal or state grant program applications and administration.
5. Professional planning and related work in maintenance or interpretation of the City's Master Plan and amendments, as required.
6. Provision of verbal or written reports, reviews and recommendations regarding zoning ordinance interpretations, amendments to the zoning ordinance, updates to the zoning map or other City land development ordinances.
7. Preparation for litigation and acting as expert witness in zoning related court cases involving the City.
8. Coordination with the City attorney, police and fire departments, engineer, zoning enforcement officer and building official as appropriate.
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Consultant CIB Planning shall be the City's planning consultant. However, the City and CIB acknowledge and agree that LSL Planning will provide support and specialty planning services to Consultant, on an as-needed basis and when requested by either Consultant or a designated City staff person. Such services may include, but are not limited to, providing technical services and support and back-up to Consultant for meetings when needed due to vacations, illness, and other unforeseen conflicts. The City and Consultant also acknowledge and agree that Consultant may from time to time use the sub-consultant services of Russell Design for landscape architect services. The anticipated responsibilities and specialty areas for the consulting team by firm are as follows:

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	agenda items for those meetings. In such situations, CIB shall be responsible for providing background information to ensure the LSL staff person is prepared.
Russell Design	Landscape Architectural services on an as-needed basis including: site inspections on larger projects; landscape design recommendations; park planning; and other related tasks that may arise.

Consultant shall be solely responsible for the responsiveness of all services and the quality of products, professional conduct, etc. As a sub-consultant, LSL Planning shall not be responsible for the services of Consultant.

Consultant acknowledges that the City has awarded this Agreement to Consultant with the express understanding that Consultant has the above-described professional relationship with LSL Planning in particular, and that Consultant and LSL Planning have in fact executed a certain "Agreement for Services" dated July __, 2012, describing that relationship. Consultant agrees that it will give the City immediate written notice, not to exceed five (5) business days, if the Agreement for Services between Consultant and LSL is terminated or substantively amended.

SECTION II. CHANGES TO SCOPE OF SERVICES.

The Client may from time to time during the course of this Agreement, request modifications of this Agreement or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by the Client and the Consultant, shall be incorporated in written amendments to this Agreement.

SECTION III. PROJECT MANAGEMENT AND COMMUNICATION

The Consultant Contact shall be Carmine Avantini as Project Manager. No other direct contact shall be made with the Consultant regarding the project without advance approval of the Consultant, except that designated staff from the City may contact LSL Planning for services outlined in I C above.

SECTION IV. COMPENSATION AND METHOD OF PAYMENT.

- A. The City shall pay the Consultant on an hourly basis according the fee schedule (Attachment A).
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- C. The Client may authorize the Consultant to provide additional services beyond the Scope of Services or to attend additional meetings for a fee in addition to paragraph A above. For additional professional services, the Consultant shall be compensated at the hourly rates described in Attachment A, unless a separate fee is mutually agreed upon.
- D. Invoices will be submitted monthly for work performed during the billing period and shall be paid within thirty (30) days of receipt of such invoice by the Client.

SECTION V. ASSIGNABILITY

The Agreement shall not be assigned or transferred by either the Consultant or the Client to any entity not connected with the Consultant without the prior written consent of the other. Notwithstanding the foregoing, the Consultant shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institutions, any claims for compensation due, or to become due, to the Consultant from the Client under this Agreement, without prior written consent.

In addition, in the event Consultant is unable to carry out the planning responsibilities under this Agreement due to an extended absence caused by illness, disability, or other unforeseen condition, the City may temporarily designate LSL Planning or any other individual or entity of its choice to undertake the duties listed herein until such time that said absence or condition is over.

SECTION VI. DATA AND SERVICES TO BE PROVIDED BY CLIENT TO CONSULTANT

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- A. Copies of all reports, plans, maps, drawings, aerial photos, data and similar materials relevant to the performance of the scope of services. Such materials shall be provided at no cost to the Consultant.
- B. The Client shall be responsible for any professional, legal, engineering or accounting services connected with the project and shall coordinate review of any draft by the Client's Attorney, if necessary.
- C. The Client shall be responsible for scheduling meeting rooms, publication of agendas and notices, and the costs of publication for postings, notices and mailings.
- D. The Client shall devote sufficient time at regular meetings to adequately discuss the project within the number of meetings herein described and to maintain the project schedule, or shall schedule special meetings devoted exclusively to the project.
- E. The Client shall provide the Consultant with decisions or reviews in a timely manner.

- F. If the primary Client contact person is changed, the Consultant shall be compensated for time spent on orientation to the new staff person.

SECTION VII. SCHEDULE.

The Consultant and Client shall agree to complete all work required and described in the contract on an expeditious schedule designed to meet time frames as specified in the proposal, or as mutually extended by the Client and the Consultant.

SECTION VIII. OWNERSHIP OF DATA.

Upon completion or termination of this Agreement, all reports, charts, maps, and graphics shall become the property of the Client, and shall not be furnished to any other party without written permission of the Client. It is understood and agreed that the calculations, final documents, studies, surveys, drawings, maps, reports, and specifications prepared pursuant to this Agreement in machine format or hard copy, are instruments of professional service. They are and shall remain the property of the Client.

The Consultant will retain the original disk, tapes, and drawings. The Client understands that changes or modifications to the disk, tapes, or drawings made by anyone other than the Consultant may result in adverse consequences which the Consultant can neither predict nor control. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Consultant from and against all claims, liabilities, losses, damages, and costs including, but not limited to, attorney fees, arising out of or in any way connected with the intentional modification, misinterpretation, misuse, or reuse by the City or its agents or employees of the machine readable information, drawings, and data provided by the Consultant under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project documentation on other projects, for additions to the project, or for completion of this project by the City or its agents or employees, excepting only such use as may be authorized, in writing, by the Consultant.

SECTION IX. DURATION AND TERMINATION

This Agreement will remain in effect for a period of three (3) years from the date of execution. In addition, it may be terminated by either the Client or the Consultant upon thirty (30) days' written notice. In such case the Consultant shall be compensated by the Client for all work completed prior to termination upon delivery of products completed to the Client.

Notwithstanding any of the foregoing, if the Consultant gives the City notice that the "Agreement for Services" between Consultant and LSL Planning dated July __, 2012, has been terminated or amended in a manner such that the City determines, in its sole discretion, that Consultant cannot provide the services described in Section 1.A and Section 1.B to the City's satisfaction, then the City may, at its option terminate this Agreement with thirty (30) days'

notice. In addition, the City may during such notice period also secure the services of LSL Planning or another individual or entity to complete the term of this Agreement.

SECTION X. NON-DISCRIMINATION:

The Consultant shall, when applicable, comply with the requirements of all Federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.

SECTION XI. COMPLIANCE WITH ALL LAWS.

In the performance of this Agreement, Consultant agrees to comply with all applicable Federal, State, and local statutes, ordinances, and regulations, and obtain any and all permits applicable to the performance of this Agreement.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement as of the date above and in accordance with the laws of the State of Michigan.

WITNESS:

CITY OF SOUTH LYON, MICHIGAN

By:

CIB PLANNING, INC.

By:

Attachment A: Retainer and Fees

Revised 7/3/12

The ~~CIB consulting team~~ CIB Planning will assist the City of South Lyon with planning tasks, zoning advice, and development reviews on an as-needed basis and the following is a list of associated fees:

- A. **Retainer.** The following retainer schedule includes attendance at one regular Planning Commission meeting a month, along with approximately four Board of Appeals meetings held prior to regularly scheduled Planning Commission meetings. Also included is ~~a modest amount of~~ time for preparation and communication with City staff and other consultants related to reviews ~~with a couple of hours and~~ for general assistance via phone or e-mail. ~~Should the City desire this approach, we propose the following:~~

Retainer	Rate and Description
1) Attend one regular Planning Commission meeting per month to review current planning issues, assistance in planning program process implementation, coordinate current planning matters with the City and keep the Planning Commission informed. This will include an average of 2 hours of general zoning assistance via phone or email.	\$600.00 for Carmine P. Avantini, AICP, Partner, CIB Planning as the primary person and LSL Planning occasionally as back-up where necessary.
2) Attend Board of Appeals meetings when requested to do so.	Carmine P. Avantini will attend meetings as necessary; included in retainer fee above.
3) Annual seminar with the City Council and Planning Commission regarding roles, responsibilities, and emerging planning and zoning issues.	Included in the retainer fee above.
4) Familiarization tour of the city with city staff.	Included in retainer fee above.

- B. **Fixed Review Fees and Hourly Rates.** In addition to the above retainer fee, CIB Planning ~~we~~ will provide review of development applications and other services to the City on an as-needed basis, according to the following fixed fees and hourly rates ~~an agreed upon fee schedules and standard hourly rates~~. ~~Our estimated basic fixed fees for various types of reviews are listed below. These can be varied depending upon the City's desire to either subsidize applicant's costs (i.e. some communities do not charge the full cost for certain reviews, such as land divisions or homeowner variance requests) or pass along the full cost to the applicant (through an escrow system). These~~ fixed fees do not include meeting time or telephone communications or any meetings with the applicant.

Development Reviews:	
Pre-Application Meetings	
Hourly, as directed by the City, may be billed to the applicant's escrow account.	
Extra Meetings	
Time billed hourly, as directed by the City.	
Rezoning Reviews	
If consistent with Master Plan	\$400.00
If inconsistent with Master Plan	\$600.00
Plan Reviews	
Single-family	\$350.00 plus \$4.00 per lot or condominium unit
Multiple-family or mobile home park	\$400.00 plus \$5.00 per unit
Commercial or office development	\$600.00 plus \$50.00 per acre
Industrial/institutional development	\$400.00 plus \$25.00 per acre.

Planned Unit Development or Mixed-Use Development	\$500.00 per review plus \$5.00 per unit/residential lot or \$50.00 per acre for non-residential, or hourly
Special land uses	\$300.00 in addition to applicable Site Plan Review Fee above, plus \$500 additional for review of any traffic impact study
Site Plan Revision Review (for each submission of a revised site plan or final site plan resubmitted within 90 days)	1/2 of original review fee
Sign permits	\$100.00 per sign not including any inspections
Subdivision (plat) Review	
Tentative Preliminary Plat	\$300.00 plus \$4.00 per lot
Final Preliminary Plat	\$200.00 plus \$4.00 per lot
Final Plat Review	\$150.00 plus \$2.00 per lot
Land Division/Lot Split Review	\$275.00 plus \$30.00 per resulting lot
Variances	
Dimensional	\$300.00 per variance
Use variance (if allowed)	\$400.00 per variance

~~If the Fixed Review and Hourly Rates option is chosen, all time spent on the City's behalf will be charged on an hourly basis. In cases where our time is associated with a specific development, it can be charged to the applicant through an escrow account or other fee structure as established by the City. Such an approach can save the City money in that applicants pay for the majority of our time. Using such an approach, our work is charged by the team according to the following hourly fee schedule.~~ Hourly rates for non-retainer and non-fixed fee services/work are as follows:

2012 Hourly Rate Schedule for Professional Staff		
Partner	\$125	(Carmine Avantini, CIB)
Principal Landscape Architect	\$125	(Marc Russell, Russell Design)
Principal Planner	\$120	
Senior Planner	\$95	(Sherrin Hood, LSL)
Landscape Architect	\$95	
Project Planner II	\$85	
Project Planner I	\$75	(Kathleen Duffy, LSL)
Assistant Planner	\$60	

The above hourly rates include salaries with an overhead multiplier for costs such as office space, administrative staff, equipment, training, insurance, and benefits. Hourly rates are subject to change at the beginning of each calendar year, with the City's approval. Travel time to meetings and time at meetings is billed on an hourly basis. Hourly rates include mileage to meetings but do not include expenses such as: document reproduction or other extraordinary costs. These expenses are invoiced at documented cost.

Attachment A: Retainer and Fees

Revised 7/19/12

CIB Planning will assist the City of South Lyon with planning tasks, zoning advice, and development reviews on an as-needed basis and the following is a list of associated fees:

- A. **Retainer.** The following retainer schedule includes attendance at one regular Planning Commission meeting a month, along with approximately four Board of Appeals meetings held prior to regularly scheduled Planning Commission meetings. Also included is time for preparation and communication with City staff and other consultants related to reviews and for general assistance via phone or e-mail.

Retainer	Rate and Description
1) Attend one regular Planning Commission meeting per month to review current planning issues, assistance in planning process implementation, coordinate current planning matters with the City and keep the Planning Commission informed. This will include an average of 2 hours of general zoning assistance via phone or email.	\$600.00 for Carmine P. Avantini, AICP, Partner, CIB Planning as the primary person and LSL Planning occasionally as back-up where necessary.
2) Attend Board of Appeals meetings when requested to do so.	Carmine P. Avantini will attend meetings as necessary: included in retainer fee above.
3) Annual seminar with the City Council and Planning Commission regarding roles, responsibilities, and emerging planning and zoning issues.	Included in the retainer fee above.
4) Familiarization tour of the city with city staff.	Included in retainer fee above.

- B. **Fixed Review Fees and Hourly Rates.** In addition to the above retainer fee, CIB Planning will provide review of development applications and other services to the City on an as-needed basis, according to the following fixed fees and hourly rates. These fixed fees do not include meeting time or telephone communications or any meetings with the applicant.

Development Reviews:	
Pre-Application Meetings	
Hourly, as directed by the City, may be billed to the applicant's escrow account.	
Extra Meetings	
Time billed hourly, as directed by the City.	
Rezoning Reviews	
If consistent with Master Plan	\$400.00
If inconsistent with Master Plan	\$600.00
Plan Reviews	
Single-family	\$350.00 plus \$4.00 per lot or condominium unit
Multiple-family or mobile home park	\$400.00 plus \$5.00 per unit
Commercial or office development	\$600.00 plus \$50.00 per acre
Industrial/institutional development	\$400.00 plus \$25.00 per acre.
Planned Unit Development or Mixed-Use Development	\$500.00 per review plus \$5.00 per unit/residential lot or \$50.00 per acre for non-residential, or hourly
Special land uses	\$300.00 in addition to applicable Site Plan

	Review Fee above, plus \$500 additional for review of any traffic impact study
Site Plan Revision Review (for each submission of a revised site plan or final site plan resubmitted within 90 days)	1/2 of original review fee
Sign permits	\$100.00 per sign not including any inspections
Subdivision (plat) Review	
Tentative Preliminary Plat	\$300.00 plus \$4.00 per lot
Final Preliminary Plat	\$200.00 plus \$4.00 per lot
Final Plat Review	\$150.00 plus \$2.00 per lot
Land Division/Lot Split Review	\$275.00 plus \$30.00 per resulting lot
Variances	
Dimensional	\$300.00 per variance
Use variance (if allowed)	\$400.00 per variance

Hourly rates for non-retainer and fixed fee services are as follows:

2012 Hourly Rate Schedule for Professional Staff		
Partner	\$125	(Carmine Avantini, CIB)
Principal Landscape Architect	\$125	(Marc Russell, Russell Design)
Principal Planner	\$120	
Senior Planner	\$95	(Sherrin Hood, LSL)
Landscape Architect	\$95	
Project Planner II	\$85	
Project Planner I	\$75	(Kathleen Duffy, LSL)
Assistant Planner	\$60	

The above hourly rates include salaries with an overhead multiplier for costs such as office space, administrative staff, equipment, training, insurance, and benefits. Hourly rates are subject to change at the beginning of each calendar year, with the City's approval. Travel time to meetings and time at meetings is billed on an hourly basis. Hourly rates include mileage to meetings but do not include expenses such as: document reproduction or other extraordinary costs. These expenses are invoiced at documented cost.



CIB PLANNING

Community Image Builders

July 312, 2012

Mr. Bradley K. Strader, AICP, President
LSL Planning
306 S. Washington Ave., Suite 400
Royal Oak, MI 48607

Dear Mr. Strader,

Based on our discussions, CIB Planning, Inc. (CIB) has prepared the attached agreement for you to provide professional planning services on an on-going basis to the City of South Lyon.

If you find the services and terms acceptable, please sign two copies of this agreement letter and return it to us. We will sign and provide you with a copy.

We truly appreciate your interest in assisting us and look forward to working together.

If you have any further questions, please contact us at 810-335-3800.

Sincerely,

CIB PLANNING

Carmine P. Avantini, AICP

AGREEMENT FOR SERVICES

This is an agreement between CIB Planning, Inc. and LSL Planning Inc.

A. Services to CIB Planning

In connection with CIB Planning's duties as the planning consultant for the City of South Lyon, LSL Planning ~~may agree to undertake to provide~~ the following activities in a professional and expeditious manner, as requested by CIB Planning:

1. LSL Planning will provide day-to-day support ~~and specialty planning~~ services to CIB Planning, on an as-needed basis and when requested by either CIB Planning or a designated City of South Lyon staff person ~~with the Client~~. Such services may include, but are not limited to, providing back-up to CIB Planning for meetings when needed due to vacations, illness, and other unforeseen conflicts. LSL will prepare for, attend, and provide follow-up documentation for the South Lyon Planning Commission or other meetings. In order to assist LSL in the provision of these day-to-day back-up services, CIB will typically prepare reports, such as site plan reviews, ~~and~~ rezoning evaluations, for ~~your~~ review by LSL in advance of the meetings. This Additional activities in this regard may include site visits and communication with the ~~client~~ City's representatives prior to the meeting to familiarize you LSL with the location of the project, etc.
2. LSL Planning will also provide Specialty planning services to CIB Planning to assist CIB Planning in carrying out its duties as City planning consultant, including, but not limited to: transportation planning and complete streets analysis and advice; coordination with the city engineer on traffic and transportation issues; 3-D modeling and graphics; mapping; preparation of site development concepts; and specialty zoning assistance based on LSL's extensive library of zoning research and "best practice" models.
3. ~~Other~~ LSL will also assist CIB in connection with future work as and when requested.

B. Compensation

CIB Planning will compensate LSL Planning on an hourly basis according to the approved City of South Lyon hourly rate schedule, or by way of a fixed fee for specific services if mutually agreed upon. Travel time will be paid, if paid by ~~the Client~~ City, for the typical travel time from ~~the Royal Oak~~ LSL's Royal Oak office to the ~~Client meeting~~ City or other meeting place.

C. Expectations

This is a contractual (independent contractor) relationship, ~~thereby the Prime~~. CIB Planning, as the Prime Consultant, does will not provide any insurance or benefits to any employee or agent of LSL Planning. ~~Whichever firm is the Subconsultant~~ LSL shall be required to have agrees to continue in place its current professional liability insurance and to provide insurance certificates to the Consultant CIB Planning upon request. In addition, ~~the Subconsultant~~ any LSL staff attending meetings or traveling to any location in connection with the provision of services set forth in this Agreement shall have a valid driver's license and be able to provide transportation to meetings.

LSL Planning shall provide a monthly invoice submitted at least 5 days prior to the date Consultant prepares the invoice for ~~that Client~~the City of South Lyon. Invoices shall list the activity, and the number of hours associated with each particular case or task, in a form suitable to convert on the invoice progress report or detail sheet. Reimbursable expenses shall be detailed for the ~~Client-City~~, with receipts provided. All expenses shall be consistent with CIB Planning policies, as applicable, and only those that will be reimbursed by the ~~Client-City~~ shall be submitted.

D. Right to Suspend or Terminate Services

This Agreement shall remain in place so long as CIB Planning is the planning consultant for the City of South Lyon. Both parties shall work to ensure there is no conflict of interest. In the event that either party identifies a potential "conflict of interest," either party, after giving notice, may suspend or terminate services wholly or in part. In the event services are terminated or suspended under this Agreement, the parties agree to give notice to the City of South Lyon within five (5) business days.

ACCEPTED BY AUTHORIZED PERSONS:

s/ _____
Name Carmine Avantini, Partner
CIB Planning, Inc.

Date: _____

Bradley Strader, President
LSL Planning, Inc.

Date: _____



CIB PLANNING

Community Image Builders

July 12, 2012

Mr. Bradley K. Strader, AICP, President
LSL Planning
306 S. Washington Ave., Suite 400
Royal Oak, MI 48607

Dear Mr. Strader,

Based on our discussions, CIB Planning, Inc. (CIB) has prepared the attached agreement for you to provide professional planning services on an on-going basis to the City of South Lyon.

If you find the services and terms acceptable, please sign two copies of this agreement letter and return it to us. We will sign and provide you with a copy.

We truly appreciate your interest in assisting us and look forward to working together.

If you have any further questions, please contact us at 810-335-3800.

Sincerely,

CIB PLANNING

Carmine P. Avantini, AICP

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1. LSL Planning will provide day-to-day support services to CIB Planning, on an as-needed basis and when requested by either CIB Planning or a designated City of South Lyon staff person. Such services may include, but are not limited to, providing back-up to CIB Planning for meetings when needed due to vacations, illness, and other unforeseen conflicts. LSL will prepare for, attend, and provide follow-up documentation for the South Lyon Planning Commission or other meetings. In order to assist LSL in the provision of these day-to-day back-up services, CIB will typically prepare reports, such as site plan reviews and rezoning evaluations, for review by LSL in advance of the meetings. Additional activities in this regard may include site visits and communication with the City's representatives prior to the meeting to familiarize LSL with the location of the project, etc.
2. LSL Planning will also provide specialty planning services to CIB Planning to assist CIB Planning in carrying out its duties as City planning consultant, including, but not limited to: transportation planning and complete streets analysis and advice; coordination with the city engineer on traffic and transportation issues; 3-D modeling and graphics; mapping; preparation of site development concepts; and specialty zoning assistance based on LSL's extensive library of zoning research and "best practice" models.
3. LSL will also assist CIB in connection with future work as and when requested.

B. Compensation

CIB Planning will compensate LSL Planning on an hourly basis according to the approved City of South Lyon hourly rate schedule, or by way of a fixed fee for specific services if mutually agreed upon. Travel time will be paid, if paid by City, for the typical travel time from LSL's Royal Oak office to the City or other meeting place.

C. Expectations

This is a contractual (independent contractor) relationship. CIB Planning, as the Prime Consultant, will not provide any insurance or benefits to any employee or agent of LSL Planning. LSL agrees to continue in place its current professional liability insurance and to provide insurance certificates to CIB Planning upon request. In addition, any LSL staff attending meetings or traveling to any location in connection with the provision of services set forth in this Agreement shall have a valid driver's license and be able to provide transportation to meetings.

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Reimbursable expenses shall be detailed for the City, with receipts provided. All expenses shall be consistent with CIB Planning policies, as applicable, and only those that will be reimbursed by the City shall be submitted.

D. Right to Suspend or Terminate Services

This Agreement shall remain in place so long as CIB Planning is the planning consultant for the City of South Lyon. Both parties shall work to ensure there is no conflict of interest. In the event that either party identifies a potential conflict of interest, either party, after giving notice, may suspend or terminate services wholly or in part. In the event services are terminated or suspended under this Agreement, the parties agree to give notice to the City of South Lyon within five (5) business days.

ACCEPTED BY AUTHORIZED PERSONS:

s/ _____

Name Carmine Avantini, Partner
CIB Planning, Inc.

Date: _____

Bradley Strader, President

LSL Planning, Inc.

Date: _____

AGENDA NOTE

Executive Session: Item #1

MEETING DATE: July 23, 2012

PERSON PLACING ITEM ON AGENDA: Manager

AGENDA TOPIC: Manager's Evaluation

EXPLANATION OF TOPIC: The last time the Manager had a performance review was April 25, 2011.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of the Manager's evaluation from each Council Member and the Manager with a spread sheet of all the evaluations.

POSSIBLE COURSES OF ACTION: N/A.

RECOMMENDATION: N/A.

SUGGESTED MOTION: N/A

Department of Police & Fire Services

Clarence Goodlein, Director of Public Safety

Jeff Roberts, Fire Chief



July 3, 2012

South Lyon Fire Department
Chief Mike Kennedy
217 Whipple
South Lyon, MI. 48178

Chief Kennedy,

On June 26, 2012 The Wixom Fire Department responded to a structure fire with smoke and flames showing at 30763 Tamarack. The Village Apartments are 36 unit buildings and total 49 buildings in the complex offering many challenges, the assistance that your department provided during this call for Mutual Aid was invaluable and a true testament that the MABAS system works; through these efforts the damage to the structure was significantly reduced! The City of Wixom and the Fire Department truly appreciate the cooperation and professionalism your department provided. It is always a pleasure to work with true professionals, thank you for assisting our department.

Be Safe,

A handwritten signature in blue ink that reads "Jeff Roberts". The signature is fluid and stylized, with the first and last names clearly legible.

Jeffrey A. Roberts, Fire Chief
Wixom Fire Department

July 17, 2012

MEMORANDUM

To: David Murphy, City Manager
From: Phillip K. Schulz, Code Enforcement Officer
Re: Quarterly Report / April – June 2012

The officer processed (21) grass and weed complaints during this period (6) complaints were turned over to a private grass cutting business after property owners failed to respond to certified mail notices.

The following are miscellaneous complaints processed this quarter.

Complaint 12-015 708 E. Lake “Junk Vehicle” The homeowner had stored a non-operable un-plated van in his driveway for over one year. Writer sent property owner a letter. Owner removed the van from property.

Complaint 12-018 305 E. Lake “Blight” Property owner had accumulated a large amount of junk and construction materials in the rear of his property. Writer sent property owner a letter. Owner cleaned up his property.

Complaint 12-023 924 Hearthside “Brush Piles” Homeowner upset over large brush pile left by tree trimmers on the property line. Writer contacted the Eagle Point Subdivision Homeowners Association rep, who contacted the homeowner in person. The problem was corrected.

Complaint 12-024 Lafayette Animal Clinic The neighbor adjacent to the clinic complained about overflowing garbage cans left on the curb over the weekend. The garbage was being set out too soon and sat there all weekend. Writer contacted the people in charge at the clinic, who corrected the problem.

Complaint 12-075 Power House Gym “Illegal Sign” in the right of way on 9 Mile. Writer removed sign.

Complaint 12-026 Car Wash “Illegal Sign” Writer removed sign.

Complaint 12-027 714 Kestral Ridge Renters of home not following subdivision rules on storage of trash containers. Writer called property owner who stated that she would talk to the renters.

Complaint 12-028 555 Wellington "Residents leaving garbage cans in front of garage after trash pick-up" Writer sent homeowner a letter. Homeowner complied with request to store containers out of sight.

Complaint 12-030 411 W. Liberty "Junk Van" a non-running un-plated van has been in homeowner's driveway for several years. Writer sent owner a letter and the van was removed.

Complaint 12-033 702 West Hills Drive, Hidden Creek Sub. The subdivision Homeowners Association president was having problems with some homeowners not removing dog feces from their own property. Our City Ordinance on animals does not address this problem specifically. Writer obtained a copy of the City of Novi animal ordinances which addresses the homeowner's responsibility in the removal of pet feces on their own property. This information was mailed to the Homeowners Association president. She will address our City Council and request a change in the City's Animal Ordinance. Also, a letter was sent to the offending homeowner in Hidden Creek, who cleaned up the dog waste.

Complaint 12-034 1125 Equestrian Writer observed a large dumpster trailer and sheets of plywood in the driveway. Writer sent the homeowner a letter advising a permit was required for new construction projects. The homeowner and his cement contractor came into the office and obtained a permit.

Complaint 12-037 409 Stryker "Blight" Writer observed garbage and trash on property, also several old and inoperable, un-plated vehicles. Writer sent a letter to the residents requesting clean-up. Writer also requested grass and weeds be cut. The residents complied with writer's request.

Complaint 12-039 Charlie's Family Hair Salon "Illegal Sign" Glenwood Plaza. Writer confiscated sign. Business owner has been warned several times and is aware of City Ordinance on temporary signs.

Complaint 12-040 812 Stoney Drive Writer observed pallets of brick pavers in homeowner's driveway. Writer dropped off an application for a building permit.

Complaint 12-042 601 S. Lafayette - Presidential Auto Werkz "Illegal Sign" Owner of auto detailing business continued to display an illegal sandwich board sign after being warned several times. Writer issued a ticket to business owner who then removed the sign.

Complaint 12-044 339 McMunn "Truck illegally parked FOR SALE on front lawn" Writer contacted property owner who removed truck from lawn.

Complaint 12-046 703 S. Lafayette "Illegal Sign" Owner of Victory Lane Oil Change had been warned several times about a large illegal portable sign. The business owner was also given an application for a building permit to construct a permanent ground sign. The writer issued the business owner a ticket after several weeks of non-compliance and no permit activity for a new permanent sign. The fine of \$100.00 was paid and the temporary sign was removed.

Complaint 12-047 610 Whipple "Blight" Owner of this vacant home had brought onto the property a very large pile of dirt which was to be used to fill in the basement after the house was torn down. This dirt pile sat on the property for several years and neighbors were complaining the dirt pile was an eyesore and also an obstruction when they were backing out of their driveways. The writer contacted the property owner by mail and by phone. The dirt was donated to the City. The dirt was removed by the DPW.

Complaint 12-048 667 N. Hagadorn "Tree limbs in street from storm" Homeowner wanted tree limbs picked up by City. Homeowner had already cut up the branches. Writer called Bob Martin, who sent out a crew to pick the limbs up the next day.

Complaint 12-049 22882 Pontiac Trail Digicom Electronics "Illegal Flashing Sign" Writer contacted business owner in person. The problem was corrected.

Complaint 12-050 106 S. Lafayette SweetWater Sports Bar & Grill "Illegal Flashing Signs" Both the bar and IGA store were displaying flashing window signs. Writer contacted owner and the problem was corrected.

Complaint 12-051 Busch's Market "Illegal Removal of Trees" along 9 Mile Road near sign. Writer contacted store manager in person who stated that he would work with City on stump removal and beautification in area of sign. This is a work in progress and writer will monitor progress.

Complaint 12-052 "Signage violations" SweetWater Sport Bar & Grill had several large beer advertisements in the front windows. Writer sent business owner a letter. The signs were removed.

Complaint 12-054 678 Kestrel Ridge Writer observed a new cement driveway at residence. Homeowner had failed to obtain a permit. A letter was sent out and the homeowner came in to the office and paid for proper permit.

Complaint 12-055 60130 Nine Mile Rd. Homeowner complaining about a neighbor who was cutting down trees along their shared property line. Writer sent letter to homeowner removing trees advising him that a permit was required to remove trees.

Complaint 12-056 132 Aspen Way "Blight" Residents complaining about a large blue tarp covering the roof of a condo claiming it was an eyesore. The residence is vacant and bank owned. Writer contacted bank personnel in Pennsylvania who stated they would have someone fix the problem. Writer will monitor that location.

Complaint 12-057 Lake Street Tavern "Outside tables and chairs are too close to curb"
Information came from Chief Collins. Writer went to the location and adjusted tables and chairs to proper distance from curb. The reason for the adjustment was that heavy foot traffic was expected for the Lake Street Cruise-in, and the Chief didn't want people to be forced to walk in the street.

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief



Memorandum

To: David Murphy, City Manager

From: Chief Lloyd T. Collins

Subject: Whipple Street Block Party

Date: July 11, 2012

I have received a permit request for the above-referenced event. The block party is scheduled for Saturday, August 4, 2012, from 12:00 noon until 9:30 p.m. The alternate, or rain date, is August 11, 2012. The event organizer, Ms. Fern Krettlin, obtained supporting signatures from the residents of all homes affected by the requested road closure, (Whipple between Warren and Hagadorn). Copies of the application for permit, and petition are attached for your information.

I have also notified DPW Superintendent Bob Martin of the requested closure, and arranged for delivery of the necessary barricades. The planned event should cause only minimal disruption to normal traffic in the surrounding area. The Police Department will monitor the event utilizing regular-duty personnel. Therefore, I have approved the request and have so notified the organizer.

cc: Lt. Steve Sharpe
Julie Zemke, Clerk/Treas.
Bob Martin, DPW
Chief Mike Kennedy, SLFD



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

Ph: (248)437-1773 / Fax: (248)437-0459

Lloyd T. Collins

Chief of Police

BLOCK PARTY APPLICATION

Date Application Submitted: 7-9-12

Requested Block-off Date: 8-4-12

Applicant / Contact's Name: FERN KRETTLIN PH #: 248 406 4564

Applicant Address: 408 WHIPPLE

Block-off Time: 12:00 - 9:30

Block-off removal Time: 9:30

Street Names to be blocked off: WHIPPLE

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

SEE ATTACHED

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

Fern Kretlin
Applicant's SIGNATURE

APPROVED ☒

DENIED ☐

Chief Lloyd T. Collins 07/11/12
Lloyd T. Collins, Chief of Police

PETITION TO CLOSE STREET FOR BLOCK PARTY

We the undersigned property owners residing on Warren and Whipple Streets in the City of South Lyon, hereby request that Whipple Street be closed on SATURDAY August 4th from 12:00 (Noon) through 9:30 p.m. (dark) with alternate rain date of August 11, for the purposes of having a neighborhood block party. We hereby consent to having the City of South Lyon close Whipple Street to all traffic and public travel during the neighborhood block party.

NAME/SIGNATURE

ADDRESS

Bob & Fern Kretling	408 Whipple
Dan & Sue Nalle	337 Whipple
Tim & Katrina O'Brien	319 Whipple
Myra & Norm Somers	336 Whipple
J. J. [unclear]	477 Whipple
Nancy Donnelly	415 Whipple
Jennifer Clark	421 Whipple
Auricio Boen	412 Whipple St
ERIC BAILEY	430 WHIPPLE ST
Crystal Alderman	446 Whipple St
Kelli Weinburger	445 Whipple St
Andrea Thull	424 Whipple St
Eric Wilson	416 Whipple St
Paul Thomas	308 Whipple St
Dee Haysen Det Haysen	318 Whipple (315) etc
Ramell Ben	316 Whipple
[unclear]	370 Whipple
Don Doland	429 WHIPPLE
Don Smith	433 WHIPPLE
[unclear]	403 WHIPPLE
[unclear]	326 Whipple
Phyllis Winger	135 N. Warren
CAROL STEBANICK	330 WHIPPLE
Heaven John	407 Whipple
Bill Dalton	441 Whipple
11 Ed [unclear]	432 Whipple

South Lyon Historical Commission Meeting
Thursday, July 5 , 2012
Minutes

Members Present: Larry Ledbetter, Beth Pfiles, Jack Renwick, Roger Heiple, Norm Somers, Phil Weipert

Members Absent: Bob Tremitiere

Others Present: SLHS President Linda Ross

The meeting commenced at 7:30. A quorum was declared by President Jack Renwick

The June minutes were approved (Norm moved, Beth seconded).

Old Business:

Washburn School Exterior Painting: Painting is complete, including replacement of rotted siding on the east side of the school. We need to assess the rotted window frame and decide what to do about it.

Brick Sidewalk Repairs: This needs to follow the repair of the gazebo stairs. The gazebo stair repair will not be done until after the concert series and Depot Days is over (after Sept 8)

Sign Repair: Tony Donnor quoted a price for repair. Larry gave the quote over to Bob Martin.

Caboose Steps: Norm has built and installed new steps for the caboose. This project is complete.

Basement Security Camera: At a previous meeting, Norm had proposed that we purchase a security camera for use in the Witch's Hat basement. Jack brought in a Harbor Freight circular that advertised a camera for \$59.99. The Commission voted to purchase the camera, but felt that the Society should pay for it, since it is their artifacts that will be protected. Norm agreed to purchase the camera, but installation will await the Society vote on whether they want it. Beth suggested that we should post signage on how to use it, and all agreed.

New Business:

Depot Day (September 8): Larry reported that he has lined up the model railroad people, the magician, the tent, and the bubble man. We will have a dedication of the Gail Smolarz memorial.

Zachary Velthoven Recognition: Zachary, who planned and led construction of the Gail Smolarz memorial, is to be recognized at the July 9 City Council meeting.

Repairs to Schoolhouse Bell and Missing Chapel Steeple Slat: Larry volunteered to repair these.

Parking Issues: Work is scheduled to commence on July 1 on the new McHattie Park parking area, which will be graded and topped with crusher rock. This should help relieve over crowding at the Historic Village lot.

Business having been concluded, Norm moved and Roger seconded to adjourn. Motion passed, meeting adjourned.

Minutes recorded by Larry Ledbetter

Minutes transcribed by Bob Tremitiere, Secretary

Submitted by Jack Renwick, President