

Regular City Council Meeting

October 28, 2013

Agenda

7:30 p.m. **Call to Order**
 Pledge of Allegiance
 Roll Call
 Approval of Agenda
 Minutes – October 28, 2013
 Public Comment:

I. Old Business

1. Winter Emergency Parking Ordinance Amendment -- Second Reading

II. New Business

1. Council To Carry Out Provision in City Manager Contract
2. Mike Csapo – RRRASOC, Recycling of Clothing
3. Cool Yule Parade
4. Request by the Kiwanis Club to use McHattie Park to sell Christmas Trees

III. Manager's Report

IV. Council Comments

V. Adjournment

AGENDA NOTE

Old Business: Item #1

MEETING DATE: October 28, 2013

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Second Reading of Amendment to Code of Ordinances Section 90-1

EXPLANATION OF TOPIC: The City Council has approved the first reading of an amendment to the Snow Emergency ordinance which would allow residents to park their vehicles on the street except in snow emergencies. This amendment would eliminate the no parking on the City streets from November to April from 2:00 am to 6:00 am.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed amendment to the City Code of Ordinances Section 90-1 and current Ordinance Section 90-1

POSSIBLE COURSES OF ACTION: Approve/Deny the second reading of the proposed amendment to the City Code of Ordinances Section 90-1.

RECOMMENDATION: Approve the second reading of the proposed amendment to the City Code of Ordinances Section 90-1.

SUGGESTED MOTION: Motion to approve the second reading of the proposed amendment to the City Code of Ordinances Section 90-1.

ARTICLE I. IN GENERAL***Sec. 90-1. Snow emergencies.**

(a) *Definitions.* As used in this section, the following words and phrases are defined as follows:

On-street parking is the parking of vehicles on any public street or right of way anywhere in the City of South Lyon.

Primary snow emergency routes are those streets generally traversing the entire city or major part thereof, and are considered essential to the rapid movement of emergency vehicles and normally carry the heaviest traffic volumes.

Secondary snow emergency routes are streets which provide access to primary snow emergency routes and are frequently used by emergency vehicles.

Snow emergency is a local weather condition during which six or more inches of snow or freezing rain is forecast by a newspaper circulated in the City of South Lyon or is broadcast by a radio or television weather bulletin and the city manager declares a snow emergency.

(b) *Snow emergency.* A snow emergency may be declared by the city manager when six or more inches of snow or freezing rain is forecast for the area by a newspaper circulated in the City of South Lyon or is broadcast by a radio or television weather bulletin or if the aforesaid amount of snow has already accumulated in the city.

(c) *Procedure for declaring snow emergency.* Whenever the city manager finds, on the basis of falling snow, sleet, or freezing rain or on the basis of a forecast by the United States Weather Bureau or other weather services that weather conditions will make it necessary to declare a snow emergency, the city manager may declare a "snow emergency" and prohibit parking of vehicles in certain areas of the city. Each declaration of a snow emergency made pursuant to this section shall be publicly announced by means of broad-

cast or telecast from stations with a normal operating range covering the city, and the city manager may cause such declaration to be further posted at a central location around the city when feasible. Each announcement shall describe the action taken by the city manager, including the time it became or will become effective, and shall specify the streets or areas affected. The snow emergency declaration made by the city manager shall specify whether it is applicable to primary snow emergency routes only or both primary and secondary snow emergency routes; and shall not go into effect until at least three hours after it has been announced and has been broadcast over city cable access channels and/or a public broadcast station.

(d) *Record of snow emergency.* The city manager shall make or cause to be made a record of each time and date when a snow emergency declaration is announced to the public, and a copy of such "declaration of snow emergency" shall be posted in the South Lyon City Hall for such period of time as the "snow emergency" regulations are in effect.

(e) *Direction to post "no parking" signs.* Upon making a declaration of a snow emergency, the city manager shall direct the superintendent of public works to post "no parking" signs and/or cover the parking meters with a cover declaring "no parking" upon primary snow emergency routes only or both primary and secondary snow emergency routes as determined by the city manager.

(f) *Continuation of snow emergency and termination.* Once in effect, a snow emergency shall remain in effect until terminated by announcement of the city manager declaring the snow emergency no longer exists. Such declaration shall be made by means of broadcast or telecast from stations with a normal operating range covering the city or it may be announced in a newspaper of general circulation when feasible.

(g) *Removal of vehicles.* During a snow emergency, all vehicles shall be removed from all city streets and public rights-of-way as determined by the city manager until each street and public right-of-way shall have been plowed of snow to the curb line or until salt shall have been spread

*Editor's note—Ord. of January 11, 1999 enacted a new section 9.35, snow emergencies. At the discretion of the editor said section has been redesignated as 90-1, to better fit the format of the Code.

for control of freezing rain. While a snow emergency is in effect, no vehicle shall be parked on any public street or right-of-way within the city.

(h) *Parking 2:00 a.m. to 6:00 a.m. prohibited.* It shall be unlawful to permit a vehicle to be parked on a street any day between 2:00 a.m. and 6:00 a.m. local time between November 1st and March 31st each winter season.

(i) *Continuous parking on streets prohibited.* It shall be unlawful for a vehicle to remain parked on a street for a continuous period of more than 48 hours between November 1st and March 31st of the following year.

(j) *Snow removal.* During removal of snow from the central business district, the superintendent of public works is authorized to eliminate on-street parking during the interval of time necessary to plow, load, and haul away snow from the curb line and/or sidewalk.

The superintendent of public works or his or her representative shall display one or more signs proclaiming "no parking" or he or she shall cover the parking meters with a cover declaring "no parking" during this interval, and it shall be unlawful for anyone to park a vehicle in a parking space which has a parking meter hooded with a sign proclaiming "no parking" or in any other spot where snow removal, street cleaning, or utility repairs are in progress or which has been signed "no parking."

(k) *Impoundment of vehicles.* Any vehicle parked on a city street or public right of way in violation of a "no parking" sign posted pursuant to this section or in violation of any provision of this section may be removed, towed, and impounded pursuant to the procedures set forth in sections 90-108 and 90-109 of chapter 90 of this Code.

(l) *Penalty.* In addition to the cost to be paid by the owner of a vehicle which is impounded pursuant to this section, any person who violates or causes a violation of this section to exist is responsible for a civil infraction.
(Ord. of 1-11-99, § 1)

Sec. 90-2. Reserved.

Editor's note—An ordinance adopted September 12, 2005, did not specifically amend the Code. However, such ordinance

has repealed § 90-2 at the editor's discretion, in order to add similar provisions as §§ 90-35—90-38. Formerly, § 90-2 derived from Ord. of 1-27-03.

Secs. 90-3—90-30. Reserved.

ARTICLE II. TRAFFIC CODE AND VEHICLE CODE*

Sec. 90-31. Traffic Code—Adopted.

The Uniform Traffic Code for cities, townships and villages promulgated by the Director of State Police published in the 1979 edition of the Michigan Administration Code and amendments as published in the Quarterly Supplement No. 5 to the 1979 edition of the Michigan Administrative Code, in accordance with Public Act 62 of 1956, State of Michigan, is hereby adopted by reference as in this ordinance modified.

(Ord. of 9-12-05(1); Ord. of 3-26-07)

Sec. 90-32. Same—References in code.

References in the Uniform Traffic Code for Michigan Cities, Townships and Villages to "governmental unit" shall mean the City of South Lyon.

(Ord. of 9-12-05(1); Ord. of 3-26-07)

Sec. 90-33. Same—Notice to be published.

The city clerk shall publish this ordinance in the manner required by law and shall at the same time publish a supplementary notice setting further the purpose of the said Uniform Traffic Code and of the fact that a complete copy of the Code is available at the office of the clerk for inspection by the public at all times.

(Ord. of 9-12-05(1); Ord. of 3-26-07)

***Editor's note**—An ordinance adopted September 12, 2005, set out provisions intended for use as §§ 90-39—90-42. However, similar provisions are set out as §§ 90-31—90-34. Therefore, this ordinance has been included as amending in its entirety §§ 90-31—90-34 at the editor's discretion. Formerly such sections derived from §§ 10.1—10.4 of the 1988 Code; Ord. of 1-13-92, § 1; Ord. of 12-12-94, § 1; Ord. of 4-14-97(2), § 1; Ord. of 7-28-97(1), § 1; Ord. of 10-11-99, § 1.

ORDINANCE NO. 11-13

**CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND THE CITY OF SOUTH LYON
CODE OF ORDINANCES, SECTION 90-1 "SNOW
EMERGENCIES," CHAPTER 90, TO AMEND, UPDATE,
CLARIFY AND PROVIDE NEW SUBSTANTIVE
REGULATIONS REGARDING PARKING ON CITY STREETS
DURING SNOW EMERGENCIES.**

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment of Section 90-1.

Section 90-1, Article I, "In General," Chapter 90, "Traffic and Vehicles," of the City of South Lyon Code of Ordinances is amended to read as follows in its entirety:

Section 90-1. Snow Emergencies.

No person shall park or allow to remain parked any vehicle on any portion of any roadway within any area within the city during a snow emergency, or park or allow to remain parked any vehicle in violation of any parking restriction instituted as part of a declared snow emergency as provided in this Section. The registered owner of any such vehicle shall be responsible for the cost of removal and other applicable penalties.

(a) Definitions. The following definitions shall apply in the interpretation and enforcement of this section:

(i) Roadway means that portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the shoulder or berm.

(ii) Street or highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(iii) Superintendent means the City of South Lyon Superintendent of the Department of Public Works.

(b) Procedure for declaring snow emergency.

(i) Whenever the superintendent finds, on the basis of falling snow, sleet, or freezing rain or on the basis of a forecast by the United States Weather Bureau or other weather services that weather conditions will make it necessary that motor vehicle traffic be expedited and that parking on the city streets be prohibited or restricted for snow plowing and other purposes, the superintendent shall put into effect a parking

prohibition on parts of or all city streets by declaring it in a manner prescribed in this section.

(ii) Notwithstanding the provisions of subsection (i) of this subsection (b), a parking prohibition on all city streets shall automatically go into effect on any street on which there has been an accumulation of snow or ice of four (4) inches or more for any one hour or more.

(c) Notice. The superintendent, upon declaring a snow emergency, shall cause public announcement of such parking prohibitions and/or restrictions and the areas designated by means of broadcasts and/or telecasts from various commercial stations serving the city and on the public access channel or any cable television franchise servicing the city and he may cause such declaration to be further announced in newspapers of general circulation and on the city website and through other methods where feasible.

(d) Record. The superintendent shall prepare such declaration of snow emergency and cause it to be posted in the city hall for such period of time as the snow emergency regulations are in effect.

(e) Enforcement.

(i) Members of the police department are hereby authorized to remove or cause the removal and/or impounding of any vehicle that obstructs or otherwise impedes traffic on any street in the city. Such vehicle may be removed and conveyed by or under the direction of a member of the police department by means of towing to a vehicle pound. The police chief is authorized to engage the services of any private towing operator to remove vehicles under the direction of a member of the police department where such vehicles are found in violation of snow emergency regulations, traffic ordinances and regulations of the city.

(ii) Before the owner or person in charge of such vehicle shall be permitted to remove the same from the custody of the police department, he shall furnish evidence of his identity and ownership; he shall sign a receipt and shall pay a fee to cover the costs of removal plus the costs of storage; and he shall pay an additional storage fee for each day the vehicle is stored in the vehicle pound in excess of the first 24 hours the vehicle is impounded.

(iii) Whenever this section is alleged to have been violated, the police chief, or his designees shall have the authority to issue and serve an appearance ticket upon the violator if they have reasonable cause to believe that a violation has occurred. Such appearance ticket shall be in the form subscribed by state law.

(f) Termination. Once in effect, a prohibition or regulation under this section shall remain in effect until terminated by announcement of the superintendent in accordance with this section, except that any street area which has become substantially clear of snow and ice from curb to curb for the length of the entire block shall be automatically excluded therefrom.

(g) Stalled vehicles. Whenever a vehicle becomes stalled for any reason, whether or not in violation of this section, on any city street on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway. No person shall abandon or leave his vehicle in the roadway, regardless of whether he indicates by raising the hood or otherwise that the vehicle is stalled, except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station, or other place of assistance and return without delay.

(h) Exemptions. Motor vehicles with handicapped permits and stickers shall be exempt from the provisions of this section.

(i) Relationship to other laws. Any provision of this section which becomes effective by declaration of the superintendent or upon the occurrence of certain weather conditions shall, while temporarily in effect, take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles, or emergency traffic directions by a police officer. However, nothing in this section shall be construed to permit parking at any time or place where it is forbidden by any other provision of law.

(j) Penalty. A person who violates this section is responsible for a civil infraction.

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

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

PART IV. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART V. Effective Date: Publication. The provisions of this Ordinance shall become effective fifteen (15) days after its adoption and shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City, stating the date of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this Ordinance and such other facts as the Clerk shall deem pertinent, and that a copy of the Ordinance is available for public use and inspection at the office of the City Clerk.

Made, Passed and Adopted by the South Lyon City Council this ____ day of _____, 2013.

Tedd M. Wallace, Mayor

Lisa Deaton, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the ____ day of _____, 2013.

Lisa Deaton, City Clerk

Adopted:
Published:
Effective:

2013-10-08 Ord 11-13 to Amend Sec 90-1 Snow Emergency - revised.docx

AGENDA NOTE

New Business: Item #1

MEETING DATE: October 28, 2013

PERSON PLACING ITEM ON AGENDA: Mayor Wallace

AGENDA TOPIC: "Council to carry out provision in the city manager contract"

EXPLANATION OF TOPIC: ?

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Note from Mayor Wallace and Manager's Contract.

POSSIBLE COURSES OF ACTION: ?

RECOMMENDATION: ?

SUGGESTED MOTION: Motion by _____, supported by
_____ to ?

10/23/13

City manager Dave Murphy

Please place this as agenda item
for Monday Oct 28, 2013 Council meeting.

" Council to carry out provision in
the city manager contract "

Please include copy of your
contract with packets.

Mayor Ted Wallace

CITY MANAGER CONTRACT

This Agreement is made on June 9, 2008, between the City of South Lyon, (Employer), and David M. Murphy, (Employee). The parties have negotiated certain terms of the Employee's employment with the Employer and have come to certain understandings about the terms and conditions of employment and wish to evidence this in writing.

In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this agreement, the parties agree as follows:

I. EMPLOYMENT

The Employer employs the Employee as its City Manager to perform the duties described in Section III of this Agreement, and the Employee accepts such employment upon all of the terms and conditions set forth in this Agreement.

II. TERM

The term of employment under this Agreement shall be at will and the Manager shall serve at the pleasure of the City Council of the City of South Lyon as set forth in the City Charter of the City of South Lyon subject to terms of this agreement, beginning on June 18, 2008.

III. DUTIES

A. The Employee, as the City Manager of the Employer, agrees and promises to perform and discharge, well and faithfully, the duties assigned and set forth in the City Charter. The Employee agrees to perform those duties necessary to meet the expectations and goals of the City as established from time to time by the City Council of the City of South Lyon.

B. The Employee shall devote such time, attention, and energies to the business of the City as is necessary for the Employee to satisfactorily perform his duties as City Manager. Except as otherwise provided in this Agreement or the Employer's policies as adopted by its City Council, the Employee shall not during the term of this Agreement be engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, without prior approval of the Employer.

C. The Employer may provide the Employee an annual evaluation based on the Employee's job description, mutually determined objectives, and the Employee's effectiveness as City Manager. The Employer shall have the right, in addition, to evaluate the Employee at any other time during the term of this contract based upon criteria determined by the Employer.

IV. COMPENSATION

Effective on June 18, 2008, the Employee shall receive an annual salary of \$89,500, payable bi-weekly, or in other installments that are consistent with the Employer's regular payroll practices and procedures.

V. BENEFITS

The Employer shall provide the Employee with those fringe benefits that the Employer provides to exempt managerial employees and those additional items set forth in the OFFER SHEET executed by the Employee and the City Attorney with approval of Council attached hereto as Exhibit 1 which may be amended from time to time at the mutual consent of the parties.

VI. TERMINATION

A. This Agreement may be terminated by the Employee at any time; provided, however, that the Employee gives the Employer at least thirty days prior written notice of voluntary termination. Notice of voluntary termination shall be by certified mail, return receipt requested, or by registered mail, to the Mayor of the Employer at the registered office of the Employer. If the Employee fails to provide this notice of voluntary termination, he will forfeit any accrued paid time off that the Employee is entitled to when this Agreement is terminated. When the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

B. This Agreement may be terminated by the Employer upon an affirmative vote of a majority of the City Council as provided in the City Charter. The Employer agrees however, in the event of the Manager's termination by affirmative vote of the City Council, he will receive six (6) months pay and benefits then in effect commencing on the date of his termination.

C. This agreement shall terminate upon the Employee's death, or "total disability" for more than six months. If the Employee does not return to full-time active employment with the Employer for at least sixty days, any subsequent disability shall be considered a continuation of the original disability for purposes of this Agreement. "Total disability" shall be defined as a condition resulting from injury or illness, physical or mental, experienced by the Employee that commences or occurs during the term of this Agreement and that prevents the Employee, in the written opinion of a physician selected by the Employer, from performing the ordinary and regular duties required by his employment. The Employer shall be required to give the Employee at least thirty (30) days written notice of the Employer's intent to terminate the employment of the Employee based upon total disability.

VIII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

IX. MISCELLANEOUS

A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

B. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.

D. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this Employment Agreement.

E. The Employee shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

X. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail or certified mail, return receipt requested, to the Employee at residence or to the Employer at its principal place of business, Attention: Mayor and City Attorney

XI. GOVERNING LAW

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


The parties have executed this agreement on this _____ day of June 2008.

EMPLOYEE


David M. Murphy

EMPLOYER

CITY OF SOUTH LYON MICHIGAN

By: 
John Doyle, Mayor

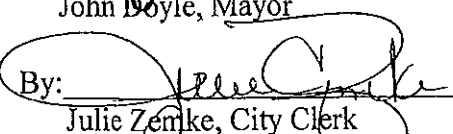
By: 
Julie Zemke, City Clerk

Exhibit #1

OFFER SHEET

EMPLOYMENT AS CITY MANAGER FOR

CITY OF SOUTH LYON

The City of South Lyon Michigan, offers the position of City Manager for the City of South Lyon to David M. Murphy of 9871 Alger Dr. Brighton Michigan subject to the following;

1. An initial starting salary of \$89,500 per year.
2. Fringe benefits: three weeks vacation each calendar year with a maximum accrual of two years credit; seven sick days per year without accrual rights, health insurance for family unit as provided other non-union employees of the City (PPO 2 w/ deductible 50% refunded by City if used) Car allowance of \$350 per month; MERS retirement program B-3; personal business days and disability insurance and other benefits provided to City non-union employees as set forth in the Personnel Manual approved by City Council.
3. City paid membership in ICMA AND MLGMA professional associations and attendance at association meetings with advance approval of Council, approval of which will not be unreasonably withheld.
4. City will assure seamless continuation of Health Insurance coverage between current employer and implementation of City provided health insurance.
5. City will provide term life insurance policy equal to annual salary.
6. This offer is contingent upon completion of a background check which with the exception of two items previously disclosed to the City Attorney and in turn by him to Council, reveals no information of past conduct which could be considered by Council in its sole discretion as disqualifying the candidate for this position.
7. Upon completion of the employee background check, the parties will execute an employment agreement consistent with the terms of the South Lyon City Charter providing inter alia: that the Manager serves at the pleasure of Council, provides for yearly review of performance and compensation levels and contains a severance agreement which entitles the employee six (6) months of pay and benefits in the event his employment is terminated by the City.

Offered by:

City of South Lyon

By: Parvin Lee
City Attorney

Accepted:

David M. Murphy

Councilman Selden discussed training.

City Manager Murphy stated that he will be bringing this back once it is finalized.

6. Manager's Review

CM 8-8-09 – ENTER INTO EXECUTIVE SESSION – CITY MANAGER REVIEW

Motion by Selden, supported by Wedell

To enter into Executive Session for the purpose of discussing the City Manager's review based on his Request

Councilman Morelli stated that he would like to have the City Manager not present in Executive Session during his review. City Manager Murphy stated that he would like to present some information then excuse himself.

VOTE: MOTION CARRIED UNANIMOUSLY

Council entered into Executive Session at 9:07 p.m. and reconvened the regular meeting at 10:25 p.m.

Mayor Doyle reviewed the consideration of the request for salary/benefit increase.

~~CM 8-9-09 – INCREASE IN CITY MANAGER'S SALARY/BENEFITS~~

Motion by Wedell, supported by Maida

~~To increase the City Manager's annual salary by 1%, increase the City Manager's vacation time from three (3) weeks to four (4) weeks and add long-term disability~~

VOTE: MOTION CARRIED (2 OPPOSED)

MANAGER'S REPORT: None

COUNCIL COMMENTS:

Council Member Kopkowski stated that she was hoping to discuss an issue with Chief Collins present, however when she returned home from out of town, she had messages in her inbox from citizens who were concerned about the article that was in the paper regarding the tasing of the man 9-10 times. She stated that she would like Council to receive some information or possibly Chief Collins would like to make a presentation regarding the City's policy about using a taser, when it is used, Officer training, etc. She stated that 9 times seems extreme. City Manager Murphy asked if she would like a presentation. Council Member Kopkowski stated that she will leave that up to both the City Manager and Chief Collins. She would like some additional information so that she can address citizen's questions when asked.

It was stated that we do not have all of the facts, but there had to be a reason why the taser was used that many times. Attorney Lee stated that she may want to start by reading the Police report. He did prosecute that particular case, and the man plead guilty. His mother voiced all of these same concerns so he had her read the police report, and after reading the report, she was satisfied. The man was still fighting after being tasered 9 times. Council Member Kopkowski stated that she would simply like some additional information.

Mayor Doyle stated that the City Manager has reached out to Lannie Young at Lyon Township and he has as well, and we have not heard anything back. He further stated that he understands that their Board is interested in discussing shared services, but they simply have not done anything yet. Councilman Kivell stated that he has also spoken to Lannie Young who indicated that they are more interested in discussing fire services rather than police. Further discussion was held on this issue taking time.

AGENDA NOTE

New Business: Item #2

MEETING DATE: October 28, 2013

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Recycling of Cloths – Pilot Program

EXPLANATION OF TOPIC: Mike Csapo, the Director of RRRASOC has asked if South Lyon would be a pilot community for recycling of clothing. The program would consist of the company handing out orange (or some other distinct color) plastic bags to the home owners and they would put their old cloths out to the curb on garbage day. A truck would come by and take the bags just like the recycling is taken. The clothes would then go to a center to be sorted with the good ones going to a resale store, the rest would go off shore and would get sorted again. The idea is that it would help eliminate the unusable items from going into the landfill. RRRASOC would still encourage people to donate to Purple Heart and anywhere else they want to, this would just give people another option. I would like to have Mike come to the next Council Meeting to give Council all of the details and see if this is something the Council would be willing to try.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Information on this subject

POSSIBLE COURSES OF ACTION: Approve/do not approve the pilot program

RECOMMENDATION: Approve the pilot program for a trial period

SUGGESTED MOTION: Moved by, _____ seconded by, _____ to approve the pilot program for a trial period.



R·R·R·A·S·O·C

20000 W. 8 Mile Rd., Southfield, MI 48075-5708
Office: 248.208.2270 Fax: 248.208.2273
Website: www.RRRASOC.org

To: David Murphy, City Manager, South Lyon
From: Mike Csapo, General Manager, RRRASOC
Date: October 21, 2013

Re: **Proposed Curbside Clothing Recycling Pilot**

Action Requested

Grant permission for RRRASOC to deploy a pilot program for the curbside collection and recycling of clothing in the City of South Lyon.

Overview

RRRASOC and Simple Recycling are interested in establishing a pilot program for the curbside collection and recycling of used clothing.

Simple Recycling is proposing a turnkey operation to pilot the collection of the material on the same day as the regular collection of trash, recycling, and yard waste in two RRRASOC communities. There are no costs to the cities or RRRASOC. Simple Recycling is proposing to pay RRRASOC and/or its communities \$.01 per pound.

RRRASOC and Simple Recycling are proposing this as a pilot collection for four (4) months, tentatively beginning February 1, 2014, to test the logistics and sustainability of the concept.

Upon the successful completion of the pilot, the communities will have the option to enter into an agreement to continue the collection program.

The proposed pilot program has been reviewed and endorsed by the RRRASOC Board of Directors. A similar pilot is being developed for the City of Wixom and three SOCRRA communities.

Member Communities

•Farmington •Farmington Hills •Novi •South Lyon •Southfield •Walled Lake •Wixom

Key Features

- According to EPA, U.S. households discard approximately 70 pounds of used clothing every year. Only about 15% of that material is currently donated for reuse. The proposed clothing collection will target the remaining 85% that currently ends up in landfills. The program will encourage residents to continue to donate used clothing to the charity of their choice.
- Simple Recycling will distribute specially marked bags to each household, into which residents can place their used clothing. The bags can be placed at the curb on regular trash day for collection by Simple Recycling, who will then leave new bags for the homeowner. The City's regular solid waste contractor, Duncan Disposal, is aware of and supports integrating the collection with the regular collection schedule, particularly since it will reduce the amount of trash they have to deliver to the landfill.
- There will be no costs to RRRASOC or the City of South Lyon. During the pilot, Simple Recycling will pay RRRASOC \$.01 per pound for the collected clothing. If the pilot is successful, South Lyon can opt to continue the collection and enter into an agreement with Simple Recycling and receive the revenue. Alternatively, the City could opt to allow RRRASOC to enter into the agreement with Simple Recycling.
- The collected material will enter into the already established supply chain managed by Simple Recycling and its downstream partners. Most of the material will enter into the thrift store network in southeast Michigan for resale. Material not suitable for domestic resale will either be diverted to overseas resale markets or recycled in the textile recycling market.

Attached is additional information pertaining to clothing reuse and recycling.

Representatives from RRRASOC and Simple Recycling will be available to answer any questions you or the City Council may have.

Please let me know if you have any questions or comments.

Clothes recycling goes curbside as demand rises

Wendy Koch, USA TODAY 12:09 p.m. EDT April 24, 2013

Ever toss a stained T-shirt in the trash? So many Americans do that 11.1 million tons of textiles end up in landfills each year. Cities are going curbside to collect even the worn, torn and tattered.



(Photo: Kate Patterson USA TODAY)

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204
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88
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recycling%20goe

Clothes recycling is going curbside in more U.S. towns as global prices rise for the used apparel, shoes and linens that Americans often toss in the trash.

Since September, more than a dozen local governments -- in Arizona, Massachusetts, New Jersey, Pennsylvania and Washington state -- have begun curbside pickup of textiles, often in special bags next to bins containing paper and cans. New York City has put clothing collection bins in nearly 250 apartment buildings in the last two years.

Businesses, too, are placing collection bins in parking lots and gas stations. In the last year, The North Face, H&M and other retailers have begun using in-store bins to offer customers store vouchers for donating clothes -- whatever the brand, and sometimes, whatever the condition.

The nation's robust recycling industry is increasingly targeting clothes -- even those that are stained, ripped, mismatched or out-of-fashion. Companies and non-profit groups are partnering with cities eager to reduce landfill costs. They pick up the clothes, sell or reprocess them into wiping rags and other goods, and give the cities or local charities a cut of the pie -- often pennies per pound.

More: [USA TODAY Environment News \(https://twitter.com/wendykoch\)](https://twitter.com/wendykoch)

"It's a trend more cities are considering," says Tom Watson, a recycling official in Washington state's King County, where the Seattle suburb of Issaquah has teamed up with waste collector CleanScapes for curbside pickups. As a result, he says non-profits such as Goodwill Industries International and Salvation Army face more competition for donations.

Queen Creek, Ariz., launched a curbside pilot project in September that collected 27,000 pounds of material in four months and earned nearly \$3,000 for both the city and its Boys and Girls Club. It partnered with United Fibers, a company that turns textiles into insulation

"This is stuff I wouldn't want to give away," says Ramona Simpson, the town's environmental programs supervisor, referring to items that are no longer wearable and wouldn't sell at Goodwill or other charity stores. She says the town, after developing a stronger bag for collecting clothes, will soon relaunch the program.

Salvation Army began partnering this year with Massachusetts' Brockton and Worcester to pick up clothes curbside. Community Recycling, a for-profit that sells clothes for reuse, started pickups in October in Pennsylvania's Newtown and a dozen neighboring communities and will do the same next month in Westville, N.J.

"Anything that is clean and dry can be reused or recycled," says Jackie King, executive director of Secondary Materials and Recycled Textiles

Association, an industry group. She says nearly half of donated clothes are sold for reuse, mostly overseas where demand and prices have risen.

Goodwill's Michael Meyer says per-pound international prices vary but have risen from a low of about three cents to 20 cents. He says his non-profit, which requests "new and gently used" items to fund job training programs, sells the "vast majority" at its stores, outlets or auctions. What's left, he says, is sold to companies that recycle the material into other products or sell them for reuse overseas.

King says the average American throws away 70 pounds of clothing, linens and other textiles each year. Textiles account for 5% of municipal waste, because only about 15% of them are recycled -- compared with 72% of newspapers and 50% of soda cans, according to the U.S. Environmental Protection Agency.

"There's a lot of room for improvement," says Jennifer Berry of Earth911.com, a website that lists, by ZIP code, places where myriad items can be recycled.

"Clothes clog our landfills. They don't decompose", says Kelly Jamieson of Planet Aid, a non-profit with bright yellow collection bins in many metro areas. "We're very privileged people. We throw away things many other people never would."

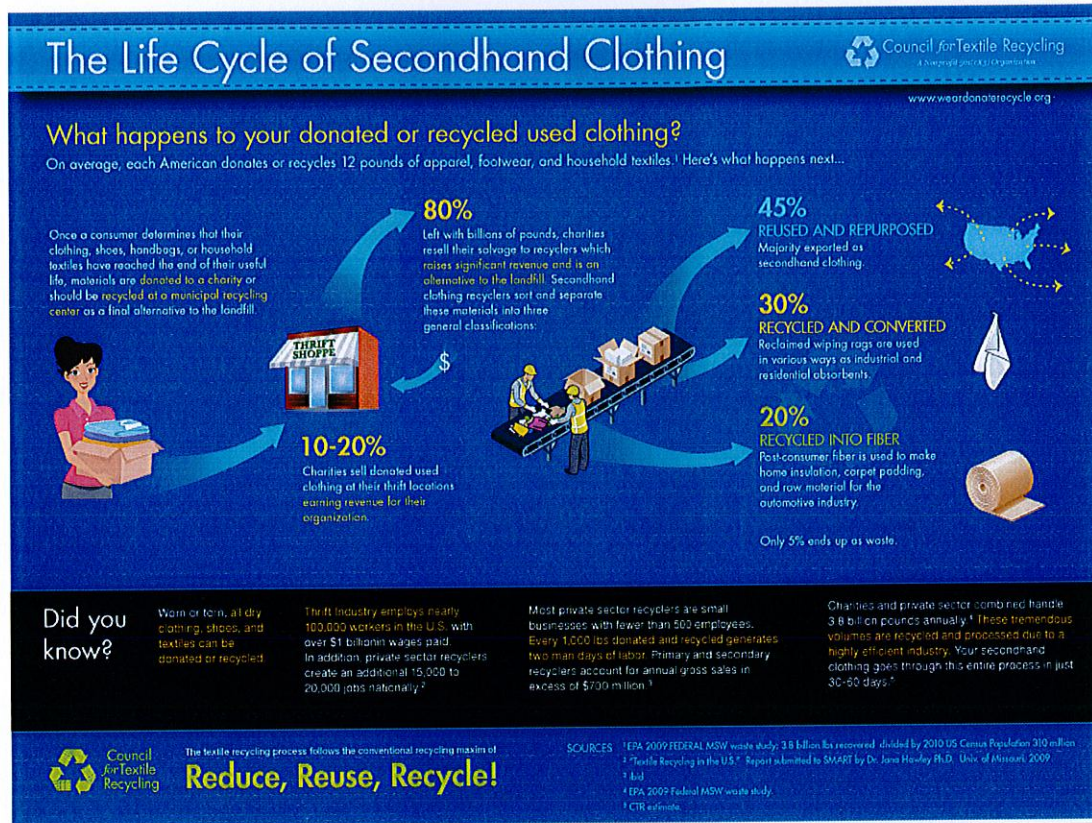
Her group placed bins on college campuses nationwide last week as part of the "OneShirt Challenge" for Earth Day, aimed at educating students on the need to recycle even the rattiest T-shirts.

"My friends just let things pile up in their rooms, which is a pretty big waste," says Jan Nguyen, a University of Maryland student who's donating old athletic shoes. She says she rarely throws anything away and uses socks that have lost their mate as chalkboard erasers.

With super-cheap manufacturing, clothes are falling apart and being thrown away at a faster rate, says Heather Rogers, author of *Green Gone Wrong: How Our Economy is Undermining the Environmental Revolution*. "There's been a transformation of clothing into a disposable item."

Watson, the Washington recycling official, says consumers should consider buying fewer but higher-quality items that will last longer, noting the average American buys at least twice as many pieces of clothing as 20 years ago. He suggests they avoid impulsive purchases, take good care of their clothes and, when possible, buy used items at thrift stores.

What Happens to the Collected Materials?



For more information and to learn about how to begin a curbside collection program in your city or town, please contact
Scott Shaffer at:
440-519-9200
or Info@SimpleRecycling.com

AGENDA NOTE

New Business: Item #3

MEETING DATE: October 28, 2013

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Cool Yule Parade

EXPLANATION OF TOPIC: A request was received for a permit for the Cool Yule Parade and associated road closures planned for Saturday, December 7, 2013 from 5:30 p.m. to 6:30 p.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Permit application, Approval of Road Closure; Certificate of Insurance; Hold Harmless Agreement

POSSIBLE COURSES OF ACTION: Approve/do not approve the requested road closures.

RECOMMENDATION: Approve the requested closures.

SUGGESTED MOTION:

Motion by _____, supported by _____ to

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Cool Yule Parade on December 7, 2013 from 5:30 p.m. to 6:30 p.m. and the related road closures: Whipple St. between Warren and Lafayette, Lafayette between Whipple and Dorothy St., Dorothy Street between Lafayette and McMunn.

and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

October 28, 2013



CERTIFICATE OF LIABILITY INSURANCE

SOUTH-3

OP ID: DR

DATE (MM/DD/YYYY)

10/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hartland Insurance Agency Inc. PO Box 129 Hartland, MI 48353-0129 James W. Campbell	Phone: 810-632-5161 Fax: 810-632-6775	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Specialty Insurance INSURER B: Citizens INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 15350 31534
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		NSQ1425338	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NSQ1425338	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WDH9191267	06/24/2014	06/24/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cool Yule Parade of Lights - Saturday, December 7, 2013

CERTIFICATE HOLDER

CITYSO3

City of South Lyon
335 S Warren Rd
South Lyon, MI 48178

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James W. Campbell

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West Bend Mutual Insurance Company
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110522673

R N27

Commercial Lines Policy

POLICY NUMBER: NSQ 1425338 02

RENEWAL

INSURED NAME: SOUTH LYON AREA CHAMBER OF

NAME EXTENSION - ADDITIONAL INSURED:

FORM CG2026 APPLIES

THE CITY OF SOUTH LYON, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND
VOLUNTEERS, ALL BOARDS, COMMISSIONS, AND/OR AUTHORITIES AND BOARD MEMBERS,
INCLUDING EMPLOYEES AND VOLUNTEERS
335 S WARREN ST
SOUTH LYON, MI 48178

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of South Lyon....see Name extension page
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.




Chamber of Commerce

FOR THE SOUTH LYON AREA

Hold Harmless Clause
Cool Yule Parade and Fun Run
Saturday, December 7, 2013

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



Gary Childs
President

10-11-13

Date

Chamber of Commerce for the South Lyon Area



SOUTH LYON POLICE DEPARTMENT

219 Whipple
South Lyon, Michigan 48178
Ph: (248)437-1773 / Fax: (248)437-0459
Lloyd T. Collins
Chief of Police

Rec 10/11/13
ATC

PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: 10/11/2013 Requested Date of Event: SATURDAY 12/7/2013
Applicant / Contact's Name: KIM THOMPSON PH #: 248 437 3257
Applicant Address: 127 N. LAFAYETTE ST., SOUTH LYON 48178
Business / Organizations Name (if Applicable): CHAMBER OF COMMERCE
Bus. Ph#: 437 3257 Bus. Address: SEE ABOVE
President / CEO (Responsible for Event): KIM THOMPSON CELL Direct Ph#: 248 444 2420
QUEUE @ 4:30pm
Parade START Time: 5:30 a.m. / (p.m.) Parade END Time: 6:15 a.m. / (p.m.)
Approximate Number of PERSONS: 300 Organization Names: BUSINESSES / ORGANIZATIONS
GIRL / BOY SCOUTS, COLOR GUARD, FUN RUNNERS
Approximate Number of VEHICLES: 25 Types of Vehicles: TOWING VEHICLES,
FLOATS, GOLF CARTS, WALKERS
Approximate Number of ANIMALS: 0 SPECIFIC Animals: DO NOT EXPECT
ANIMALS.
Amount of space to be maintained between and /all units in Parade: ± 20' - 0"
Route to be traveled (Include Street Names and Turning Directions): FROM PUBLIC LOT
ON WHIPPLE, EAST TO PONTIAC TRAIL. SOUTH ON
PONTIAC TRAIL TO DOROTHY. WEST ON DOROTHY
PAST HISTORIC VILLAGE. FLOATS DISPURSE
ONTO MCMUNN / INTO NEIGHBORHOOD.

Kim Thompson
Applicant's SIGNATURE

Kim Thompson
Responsible Party's SIGNATURE

APPROVED [✓]

DENIED []

Chief Lloyd T. Collins 10/16/13
Lloyd T. Collins, Chief of Police

City of South Lyon
Department of Police
219 Whipple
South Lyon, Michigan 48178
PH. (248) 437-1773 / FAX (248) 437-0459
Lloyd T. Collins
Chief of Police

PERMIT FOR PARADE / DEMONSTRATION

INSTRUCTIONS TO RESPONSIBLE PARTY:

- 1) You have received permission to conduct a parade / demonstration within the City of South Lyon.
- 2) You will be held responsible for the conduct of your event and each of it's participants.
- 3) It is **your responsibility** to ensure the following:
 - A. That **ALL** participants receive a copy of the "**PARTICIPANTS INSTRUCTIONS**" and that parade staff **personally** emphasize the necessity of following these instructions to the participants.
 - B. That **ALL** participants are at the designated starting point in proper alignment, ready to proceed **ON TIME**.
 - C. That **adequate parade staff** are on hand to assist with the set up of the parade. We suggest one (1) parade worker for every ten (10) parade Units, minimum.
- 4) You should be aware that failure to adhere to these instructions will have a direct effect on you/your organization's ability to obtain future permits.

" A well run and well organized parade will make the experience a good one for all concerned."

Sincerely,



Lloyd T. Collins
Chief of Police

City of South Lyon
Department of Police
219 Whipple
South Lyon, Michigan 48178
PH. (248) 437-1773 / FAX (248) 437-0459
Lloyd T. Collins
Chief of Police

THESE INSTRUCTIONS
HAVE BEEN ADDED
TO PARADE
PARTICIPANT
APPLICATION. SEE
ATTACHED.

PARADE PARTICIPANT INSTRUCTIONS

The Person Responsible for this parade MUST see to it that this Instruction Sheet is distributed to EVERY Parade Participant

To All Parade Participants,

Please read this instruction sheet COMPLETELY and ASK the Parade Organizer for clarification on any instructions in question.

PARADE PARTICIPANT RULES:

- 1) Be at the designated Gathering / Line-up location ON TIME.
- 2) Once given your assigned location and starting point at Line-up, STAY WITH YOUR GROUP!
- 3) You must be ready to start at the APPOINTED TIME!
- 4) There will be NO STOPPING during the parade for any 'performances' of any kind. Violators WILL BE ordered to leave the parade.
- 5) You must travel the entire parade route from beginning to end. DO NOT disburse until you are instructed to do so.
- 6) If you are a DRIVER, be aware of your vehicle's passengers, other parade participants and parade observers. WATCH CLOSELY for KIDS on foot, bicycles, and skateboards. INSTRUCT your passengers to expect sudden stops, even at slow speed. DRIVER'S ARE SOLELY RESPONSIBLE FOR PASSENGER'S SAFETY!!!
- 7) If you are a DRIVER and the vehicle suffers mechanical failure, get your vehicle to the SIDE OF THE ROAD as quickly as possible. Attempt repairs on the SHOULDER of the road, and if possible, attempt to rejoin at a SAFE POINT in the parade. Make SURE oncoming participants are aware you are attempting to rejoin.

8) *** <u>ABSOLUTELY NOTHING IS TO BE THROWN TO THE PARADE OBSERVERS AT ANY TIME DURING THE PARADE***</u> VIOLATORS <u>WILL BE ORDERED TO LEAVE THE PARADE AND MAY BE CITED FOR LITTERING.</u>
--

- 9) Your participation in the parade indicates that you HAVE READ and agree to abide by ALL Parade Participant Instructions.

By Order of the City of South Lyon Police Department

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor, or its subcontractors, shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of South Lyon.

1. Workers' Compensation Insurance: The Contractor, or its subcontractors, shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance: The Contractor, or its subcontractors, shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor, Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

3. Motor Vehicle Liability: The Contractor, or its subcontractors, shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (David Murphy, City of South Lyon, 335 S. Warren, South Lyon, MI, 48390)."

7. Proof of Insurance Coverage: The Contractor, or its subcontractors, shall provide the City of South Lyon at the time that the contracts are returned by him/her for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractor, Protective Liability Insurance.
- e. If so requested, Certified Copies of all policies mentioned above will be furnished.

8. If any of the above coverages expire during the term of this contract, the Contractor, or its subcontractors, shall deliver renewal certificates and/or policies to City of South Lyon at least ten (10) days prior to the expiration date.



2013 COOL YULE Parade of Lights Entry Form

Sponsored by the Chamber of Commerce for the South Lyon Area. If you have questions, please contact Kim Thompson: (248) 437-3257 or kimthompson@southlyonchamber.com

Name of Organization / Business: _____

Contact Person: _____

Address: _____

Phone: _____ E-mail Address: _____

Contact Name during event: _____ Phone (at event): _____

Please Check ONE Category:

- | | | |
|---|--|--|
| <input type="checkbox"/> Equestrian | <input type="checkbox"/> Float | <input type="checkbox"/> Marching Band |
| <input type="checkbox"/> Fire Unit | <input type="checkbox"/> Color Guard / Veterans Unit | <input type="checkbox"/> Musical Group |
| <input type="checkbox"/> Animal (type): | <input type="checkbox"/> Other (describe): | |

Will your entry have music? Yes _____ No _____

What type(s) of music, sound effects, or animation will be used? _____

Please provide a description of your float. How it will be constructed, decorated and what it will look like? (You may include a sketch.) _____

Pulling Vehicle Type & Length: _____

Overall Height _____ (max. 13'-0" from ground) Overall Width _____ (max. 10'-0" wide)

Total Entry Length _____ (pulling vehicle + float)

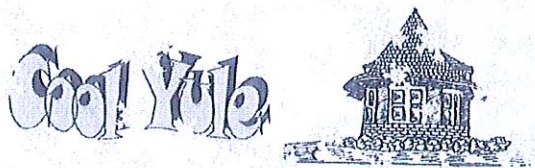
Has your organization/business been in the parade before? ☐ Yes ☐ No If yes, how many years? _____

I have read the accompanying Rules and Regulations and Safety Guidelines and agree to abide by them.

Responsible Party Signature: _____ Date: _____

Please Return Completed Application To: Chamber of Commerce for the South Lyon Area
127 N. Lafayette Street, South Lyon, MI 48178
Fax: (248) 437-4116 or kimthompson@southlyonchamber.com

Applications will not be accepted or considered after 5 p.m. on Friday, November 22, 2013



2013 COOL YULE Parade of Lights RULES, REGULATIONS & SAFETY REQUIREMENTS

Please read the following instructions before completing and returning your parade application.

The parade will begin promptly at **5:30 p.m. on Saturday, December 7th, 2013**. Staging begins at **4:30 p.m.** and takes place in the public parking lot on Whipple Street across from the fire station. The parade route travels east on Whipple then south on Pontiac Trail down to the Witch's Hat Depot and Historic Village (Dorothy Street). The parade route is approximately one mile long and the parade lasts approximately 1 hour.

BY ORDER OF THE CITY OF SOUTH LYON POLICE DEPARTMENT:

1. Parade participants must be at staging area on time (4:30pm).
2. Once given your assigned location within the line-up, please stay as a group.
3. Parade participants must be ready to start at 5:30pm.
4. There will be no stopping during the parade for performances of any kind.
5. You must travel the entire parade route from beginning to end.
6. If you are a driver, be aware of your vehicle's passengers, other parade participants and parade observers. Watch closely for kids on foot, bicycles, etc. Advise your passengers to expect sudden stops, even at slow speed. Drivers are solely responsible for passenger's safety.
7. If the towing vehicle suffers mechanical failure, move your vehicle to the side of the road immediately. Attempt repairs on the shoulder of the road, and if possible, attempt to rejoin at a safe point. Make sure oncoming participants are aware you are rejoining the line.
8. Absolutely nothing is to be thrown to parade observers at any time during the parade. Violators will be ordered to leave the parade and may be cited.
9. Your participation in the parade indicates that you have read and agree to abide by all instructions.

ADDITIONAL RULES AND REGULATIONS

10. ALL entries must have lights on them. *We recommend a minimum 5,000 lights.*
11. No unit will be admitted into the parade that has not been pre-approved.
12. The Cool Yule committee reserves the right to reject any entry that is not in good taste, inappropriate, or not in the best interest of the parade.

13. All entries should be properly identified with signs or banners with the organization's name. This is not a commercial parade – please no sales messages.
14. Siren and Horns - Please refrain from using them.
15. Only one powered vehicle will be permitted for each entry.
16. Walkers with your entry must be able to keep up with the pace and length of the parade.
17. Equestrian and animal units must provide their own accompanying clean-up personnel and equipment. If you have a vehicle, carriage etc., it must have lights on it to go through the parade.
18. All parade participants are required to conduct themselves in such a manner as not to infringe on the rights of those people living in and along the staging areas and parade route. NO solicitation is allowed during event.
19. Please, no Santas on your float! We have invited the "real" Santa!

SAFETY REQUIREMENTS

1. There will be no fueling of generators during the parade. Fuel cans (gasoline, fuel oil, etc.) are not allowed to be stored on the parade entry. They can be stored in the towing vehicle.
2. There will be NO live fires or open flames on any floats. No straw or hay is to be used.
3. One current 5 lb. ABC Dry Chemical extinguisher must be carried and accessible on each float. The gauge must be in the green area.
4. There are to be no vision obstructions to tow vehicles. An observer other than the driver is required with all towed entries. The observer can walk or ride with the entry.
5. Electrical problems are a concern. Safety inspectors will look for common hazards such as exceeding the number of light strands per manufacturer's specifications, faulty extension cords, staples in wiring, etc.
6. There will be a brief but mandatory drivers meeting at the staging area on the night of the parade.
7. Float riders are only permitted to ride on the float during the parade. They are to load onto the float in the Whipple Street parking lot and unload at the disbursement area.
8. No smoking near or on parade entries.
9. Please place your generators in a well-ventilated area on your entry.
10. Do not stop or park your entry on Dorothy Street. Parade participants must disburse into the neighborhood or park in the public parking lot just west of the Historic Village. Violators may be cited.

[illegible]

DISBURSMENT

Motion by _____, supported by _____

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Cool Yule Parade on December 7, 2013 and the related road closures: Whipple St. between Warren and Lafayette, Lafayette between Whipple and Dorothy, Dorothy between Lafayette and McMunn.

and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

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 October 28, 2013, 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.

Lisa Deaton
City Clerk/Treasurer

AGENDA NOTE

New Business: Item #4

MEETING DATE: October 28, 2013

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Kiwanis use of Historical Village/Depot Grounds South End of McHattie Park

EXPLANATION OF TOPIC: The Kiwanis Club of South Lyon has been using this area to sell Christmas trees for several years and is seeking permission to continue that tradition this year.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Approve/do not approve the use of the Historical Village/Depot Grounds South End of McHattie Park by the Kiwanis Club of South Lyon to sell Christmas trees.

RECOMMENDATION: Approve the use of the Historical Village/Depot Grounds South End of McHattie Park by the Kiwanis Club of South Lyon to sell Christmas trees.

SUGGESTED MOTION: Motion by _____, supported by _____ to allow the use of the Historical Village/Depot Grounds South End of McHattie Park by the Kiwanis Club of South Lyon to sell Christmas trees.

Kiwanis Club of South Lyon, Mich., Inc.



P.O. Box 235
South Lyon, MI 48178
"On Chief Pontiacs' Trail"
"We Build"

October 23, 2013

David Murphy, City Manager
South Lyon City Council
335 S. Warren Street
South Lyon, Michigan 48178

**Re: Kiwanis Use of Historical Village/Depot Grounds
South End of McHattie Park**

Dear Mr. Murphy and the Honorable City Council,

The South Lyon Kiwanis is requesting the use of the Historical Village/Depot Grounds at the South End of McHattie Park for the purposes of Tree Sales. As the City Council may know, this has been an annual event.

This request is to use the property from **appx. November 29, 2013 (set up) through December 31, 2013 (take down and clean up)**. Sales usually end near the third weekend in December and the property is usually cleaned up by the end of December weather permitting. The sales support many local charitable projects including the annual senior dinner at the High School which will be held on **Monday December 9, 2013**.

I have enclosed a copy of the Certificate of Liability Insurance naming the City of South Lyon as an additional insured.

If you have any questions regarding this or any other matter, please feel free to call me.

Very truly yours,

Philip J. Weipert
President-(248) 486-1100



From ADAM REIFF
Phone (317) 817-5000
Fax (317) 817-5151
E-Mail: ADAM.REIFF@HYLANT.COM

Date: Wednesday, October 23, 2013

of Pages: 2

Recipient

Company CITY OF SOUTH LYON

Fax (248) 486-4620

RE: Certificate of Insurance

Attached is a copy of the Certificate of Insurance that you requested. If you have any questions, please feel free to contact me.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280		CONTACT NAME: Adam Reiff PHONE (A/C, No, Ext): 317-817-5139 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: adam.reiff@hylant.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company	NAIC # 19437
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members Insured Local Club: SOUTH LYON % PHIL WEIPERT 400 S. LAFAYETTE SOUTH LYON MI 48178		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 210218752

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg Per District <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		013136005	11/1/2013	11/1/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			013136005	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$3,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2013	11/1/2014	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured as respects to General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) are included):
 11/29/2013 - 12/31/2013 OR ANY FUTURE DATE(S) DURING THE POLICY TERM - CHRISTMAS TREE SALES AT CITY OF SOUTH LYON MCHATTIE PARK

CERTIFICATE HOLDER
CANCELLATION

CITY OF SOUTH LYON & ITS MCHATTIE PARK ATTN: DAVID MURPHY, CITY MANAGER 335 S. WARREN ST. SOUTH LYON MI 48178	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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South Lyon Historical Commission Meeting
Wednesday, October 2, 2013
Minutes

Members Present: Larry Ledbetter, Beth Pfiles, Linda Ross, Bob Tremitiere, Greg Jacobs
Members absent: Phil Weipert, Roger Heiple

President Larry Ledbetter called the meeting to order at 7:32

September Minutes: There were no corrections to the minutes. Greg moved and Linda seconded that the minutes be approved. The motion carried.

Records Retention: Bob asked if anyone knew how long we needed to keep records, specifically minutes. There was some discussion but no one knew the answer. Bob will ask at City Hall. Bob will file bills and other information relating to the upkeep of the facilities in existing folders in the file cabinet in the office, and will put old minutes on a flash drive.

Depot Day Wrap Up:

Larry and Linda reported that Depot Day went very well and that everyone seemed to have a good time. Greg also noticed a lot of happy people. The fire department display was a big hit, and the fire department wants to make Depot Day an annual event for them. Linda passed out a financial sheet that showed that \$1669 was spent this year, and \$447 in merchandise was sold. Linda felt that sales of the new tee shirts was very successful, and would have been better if rain had not forced the sales table indoors.

Bike Rack: Phil was not at the meeting to report on the one that he has seen at an empty building, but Greg mentioned that there is one at the closed Larry's supermarket and he will check into the availability of it.

Freight House Wainscote: Bob reported that Mark Crouch has installed and painted the new siding and will finish up on Friday. Once that is complete, Bob will start on the caboose siding project. Bob also reported that there is no AZEK siding that is an exact match for the wood that is on there now. The new siding is about 1/2" wider. However, all agreed that since we are doing the entire side, the difference would not be noticeable.

Missing Photo Albums: These have still not been found. Linda thinks that they may have been missing since the new floor was installed in the basement.

Lawn Sprinkler Service: Mark Popravsky will winterize the sprinklers on Thursday. Bob will ask him to disable the rain gauge shut off feature at the Chapel, since that does not work anyway and has to be manually reset after a power outage.

Other Business:

- The commission agreed with Greg's suggestion that we should put non-skid tape on the caboose steps. He saw people slip on the steps when they were wet during Depot Day. Larry said that we should also add steps at the other end of the caboose. Greg mentioned that the lock on the Caboose far end door will not open.
- Greg would like to see the train signal light returned to working order.

With business completed, Bob moved and Greg seconded a motion to conclude the meeting. The motion passed and the meeting ended at 8:15.

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

October 23, 2013

MEMORANDUM

To: David Murphy, City Manager
From: Phil Schulz, Ordinance Officer

Re: Quarterly Report / July – September 2013

The Ordinance Officer processed sixteen (16) grass and weed complaints during this period. Eleven (11) were mailed. Two property owners failed to comply with the ordinance and their grass was cut by an outside lawn service.

The following are miscellaneous complaints processed this quarter:

Complaint 13-064 421 Ada St. “Blight” Writer observed a large amount of old tires piled at the side and rear of the garage. Also observed were old auto parts and an inoperable vehicle. A letter was sent to the property owner who complied with the request for clean up.

Complaint 13-065 61375 Eleven Mile Rd. “Blight” A resident of the apartment building had stored a junk vehicle at the rear of the property, also a large pile of old brick and other debris was piled up at the rear of the property/ A letter was sent to the persons managing the property and the problem was corrected.

Complaint 13-066 319 Harvard “Barking Dogs” Two dogs were being kept in an outside fenced area 24/7. The neighbors were tired of the dogs barking at all hours. A letter was sent to the dog owner who contacted the writer. The dogs will now be housed in the garage at night and the dog that does the most barking will possibly be muzzled.

Complaint 13-068 333 Scott St. “Blight” The writer observed junk in the driveway also high grass and weeds in the back yard. A letter was sent to the property owner who cleaned up the property.

Complaint 13-067 25740 Pontiac Trail “Impact Nutrition” The new business was required to have a walkthrough inspection by the Building Department and Fire Department inspectors. Writer contacted the business owner who scheduled the walkthrough.

Complaint 13-070 Clark’s Crossing “Construction Noise” Construction workers starting work before 7:00 a.m. The noise was disturbing sleeping children in the area. The writer contacted the owner of Wickham Construction Co. and explained the City Ordinance on the starting and finishing times for construction. The business owner stated he would comply with the ordinance.

Complaint 13-072 186 Easton “Unsafe Sidewalk” Writer contacted property owner by letter after viewing a square of sidewalk that had sunken down causing a 3 inch ledge in front sidewalk. The property owner contacted the writer claiming he was not responsible for repairing the sidewalk because erosion caused by water running into the City storm sewer had caused the section of sidewalk to sink. Writer contacted Bob Martin, who inspected the site. A decision will be made this fall as to who is responsible for the repair.

Complaint 13-073 308 Second St. "Cats intruding on neighbor's property" Writer contacted the resident at 308 Second St. in person. The resident admitted to owning five (5) cats. It was explained that to the homeowner that the maximum number of cats allowed on the premises was three (3). The homeowner stated he would find a home for two (2) of the cats and try to curtail the activity of the other three (3).

Complaint 13-074 638 W. Crest Lane "Water drainage problem between neighbors" Water runoff from a large shed located at 649 E. Crest was causing damage to backyard property of 638 W. Crest. The writer contacted the residents at 649 E. Crest by letter. It was requested that flexible extensions be attached to shed downspouts thus directing the water away from the neighbor's backyard. The homeowner complied and the problem was solved.

Complaint 13-075 Rhino Pub "Property Line Dispute" Owner of the pub claims the owner of the Country Meadow Motel is using his property without permission. Writer contacted the Novi Building Dept. The consensus of opinion is the Rhino Pub owner needs a land survey as the property line is not clear. The pub owner was advised to get a survey and a lawyer.

Complaint 13-078 Lake Street Tavern "The business management is allowing tavern patrons to move outside furniture on the front sidewalk, thus impeding pedestrian traffic and forcing people to walk in the street". The writer contacted the business management, who was advised that a (5) foot distance between the curb and the furniture must be maintained. The manager stated he would monitor the placement of the furniture more closely.

Complaint 13-079 22882 Pontiac Trail Digicomm Electronics "Illegal Sign" The business 30 day temporary sign permit had expired. Writer contacted the business owner who removed the sign.

Complaint 13-080 Charlie's Family Hair Care "Illegal Sign" 30 day temporary sign permit had expired. Writer removed the sign and place same by business front door.

Complaint 13-081 509 S. Lafayette Honey Hole Treasures "Illegal Signs" The business owner, Mike Abbiss, continued to park bicycles in the parking lot near the public sidewalk in violation of City Ordinance 70-3 Signs. Mr. Abbiss was asked several times to stop this activity as the bicycles were considered a form of advertising, as outlined in the Ordinance.

On September 9, 2013 the writer issued a ticket to Mr. Abbiss for violation of Ordinance 70-3. Mr. Abbiss requested a hearing at 52-1 District Court in Novi. The case was heard by Magistrate Charles Cooper, who found Mr. Abbiss at fault and fined him \$100.00. The decision was appealed and went to a formal hearing before Judge Brian McKenzie. Judge McKenzie decided in favor of Mr. Abbiss. The decision could be appealed by the City Law Department or obviously the Sign Ordinance could be made more specific.

Complaint 13-082 669 Lyon Blvd. "Blight" Writer received an anonymous complaint regarding building materials and other junk stored in homeowners backyard. There was also a complaint that the homeowner had added onto a small shed. Upon visiting 669 Lyon Blvd the writer observed a high privacy fence and was unable to view the backyard. The writer went to N. Mill St. west of Lyon Blvd. and was able to view some of the construction material in the yard. Writer contacted the property owner by letter. The homeowner agreed to get rid of the building material and clean up the backyard. The writer has monitored the location and it looks like the cleanup has been done.

Complaint 13-083 61123 Heritage “Condo unit being used for storage” The neighbors were complaining the condo unit was not occupied and the owner had filled the condo with boxes of personal items. Writer contacted the property manager and advised her to contact the Fire Inspector, Jeff Noechel, who would check for any fire violations. The building allegedly has no firewall.

Complaint 13-084 784 Glen Meadows “Dead Trees” The property owner was concerned about several dead trees on newly purchased property. The writer viewed the site and determined that the dead trees were the property owner’s responsibility.

Complaint 13-085 703 S. Lafayette Victory Lane Oil Change “Illegal Signs” The business was displaying two signs without a permit. Writer talked to business manager who removed signs.

Complaint 13-086 Busch’s Market “Outside displays impeding pedestrian traffic” Writer contacted business management who reorganized displays and corrected the problem.