

Regular City Council Meeting

August 24, 2015

Agenda

7:30 p.m. **Call to Order**
 Pledge of Allegiance
 Roll Call
 Approval of Minutes: **Aug. 10, 2015**
 Approval of Bills: NONE
 Approval of Agenda
 Public Comment

I. Old Business

- 1) Discussion Item: option for Pontiac Trail
- 2) Consider setting date for work session related to Streets and Dorothy St. Parking Lot

II. New Business

- 1) Consider adopting proclamation for September as National Recovery Month in conjunction with Oakland County Community Mental Health
- 2) Consider adopting renewal of Huron Valley Ambulance contract
- 3) Consider adopting use of Unsafe structure placards
- 4) Consider approval of application for Street closures for Pumpkinfest
- 5) Consider approval of parade application for Pumpkinfest
- 6) Consider approval for Pumpkinfest Run
- 7) Consider approval of Fall Witch's Hat Run
- 8) Consider resolution to move South Lyon Voting Precincts #2 & #3 from City Fire Hall to Bartlett Elementary School
- 9) Consider demolition bids for 390 Lafayette St.
- 10) Consider resolution supporting reasonable and sustainable tree trimming practices.
- 11) Discussion Item: How to resolve the continued use of residential streets thru Eagle Heights Subdivision by Heavy Truck traffic.

IV. Manager's Report

V. Council Comments

VI. Adjournment

The City of South Lyon
Regular City Council Meeting
August 10, 2015

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

PRESENT: Mayor Tedd Wallace
Council Members: Dixon, Kivell, Kopkowski, Kramer, Rzyzi, and Wedell
Also Present: City Manager Ladner, Department Head Martin, Lt. Sovik, Chief Kennedy, Attorney Wilhelm and Clerk/Treasurer Deaton

MINUTES

CM 8-1-15 MOTION TO APPROVE MINUTES

Motion by Kopkowski, supported by Kivell
Motion to approve minutes as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

CM 8-2-15 MOTION TO APPROVE BILLS

Motion by Kivell, supported by Wedell
Motion to approve bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

City Manager Ladner stated she would like to remove item #3 due to Dennis Smith from Safebuilt not being present for this discussion. She further stated she would like to add item #9 to discuss the logistics of videotaping of the DTE public forum.

CM 8-3-15 MOTION TO APPROVE AGENDA

Motion by Rzyzi, supported by Kivell
Motion to approve the Agenda as amended

Councilman Kivell stated he would like the current building department rates along with the proposed rates in the Council packet for the next meeting.

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Carl Richards of 390 Lenox stated the rail road crossing work at Pontiac Trail turned out very nice and smooth.

Brian Dunn of 1080 Stable Lane read a statement to Mayor and Council explaining his interaction with a DTE representative regarding the ground to sky program. Mr. Dunn stated the residents depend on the trees along Nine Mile as a safety barrier against 45 mph traffic. He further stated there is a multi-million dollar lawsuit from Birmingham against DTE. He further stated he is asking Council to pass a resolution to restrict the activities of the ground to sky program. Other communities have done so as well. That resolution could require DTE to give the City and residents 30 days' notice. Also, engage an independent arborist, as well as getting permission from homeowners when they are removing trees on private property.

OLD BUSINESS

1. Second reading of Amendment to Ordinance: Chapter 14-Animals- To allow for and to provide regulations on the keeping of female chickens (hens)

City Manager Ladner stated the summary of the amendment includes the permitting of single family detached homes with a maximum of 4 hens, prohibiting slaughter, fencing required which will also have to comply with our fence ordinance. Must be properly enclosed, must be located in rear yard, and must be 15 feet within any property line. A permit and fee will be required, can be renewed on an annual bases, not transferrable, and all droppings would have to be removed. She further stated if a permit was issued, a letter would be sent to surrounding property owners to inform them. City Manager Ladner stated failure to comply with the Ordinance would be a civil infraction and can be reason to revoke the permit. City Attorney Wilhelm stated if someone violated the ordinance there would be a civil infraction given. Councilman Kivell stated with the new BS&A system coming online, there is the ability to log any complaints that are received and there is a cross platform communication and a log can be generated if someone is not adhering to the Ordinance. Councilmember Kopkowski stated she doesn't think there will be too many people that take advantage of this because chickens are not easy to raise. She further stated the setbacks that are in the Ordinance make it impossible for anyone to actually have hens; you may as well just tell people they cannot have them. She further stated the 35 foot setback is too much. She stated if we are going to have an Ordinance, it should be viable and she is fine with 10 feet. Councilman Kramer stated he is against this ordinance, and many people have told him they don't want hens in the City. Councilmember Kopkowski stated there are many things in place to make sure the ordinance is complied with. Councilman Wedell stated it is a City and they are made for cities to live in, not farm animals and the setbacks may not be reasonable to some people, but they

are reasonable to people that do not want to live next to a barnyard. He further stated there is a reason there is only a small handful of cities that allow hens. The City does not need chickens, and just because a small number of people want them, is not a reason to change the ordinance. Councilman Kivell stated he is disturbed about the unknown fear rather than any real information that is driving people's resistance. Discussion was held regarding the presented ordinance and civil infractions. Councilman Rzyzi stated he feels obligated to explain his personal opinion. He stated if anyone is in a subdivision with a homeowner association, the homeowner association will trump the ordinance and residents will not be able to have hens. He further stated himself and Councilman Kramer both live in subdivisions with homeowner associations and will not have neighbors with hens. Councilman Kramer said that is his point, there are people that will be affected, that do not want their neighbors to have hens. Councilman Rzyzi stated he feels the hand full of people that will have hens will take care of them. Discussion was held regarding the number of people that have homeowner associations. Ron Grenda of 724 Hidden Creek Drive stated he is against this ordinance which allows farming in South Lyon because it is a City. He stated his nephew raises chickens, and the smell of ammonia is bad. He further stated, there are so many people that demonstrate they don't care what the rules and regulations are, and if people want chickens, they need to move somewhere else. He further stated there will be a rodent problem no matter if there is a fence or not. He stated he is curious as to how many people actually asked for this. He further stated there is no way the City will be able to track everyone that is in violation of this ordinance and shut them down. Don Hotky of 1081 Stable Lane stated he would like to know if someone is non-compliant, and they do not get their permit reinstated, he would like to know the cost to the City to do that. Attorney Wilhelm stated he doesn't have an actual cost. He further stated there would be code enforcement, set a hearing, if it is not resolved, a decision would be made the same day. Mr. Hotky stated he is disappointed the City Attorney couldn't give him a general cost. Councilman Rzyzi stated, he is trying to put this in perspective, there is currently an Ordinance allowing 3 dogs per household and 3 cats. He further stated you can have 6 total animals in your home, but some people are against having 4 hens in the back yard. Steve Kennedy of 1079 Vassar stated his neighbor is one of the few people that want hens in their yard. The neighbors on all sides of this individual do not want it. He stated he would like to know why all the concern about what one person wants, but no concern for the neighbors that do not want it. Council needs to be concerned with the majority of the residents, not just one or two. He further stated he agrees with Councilman Kramer, this will only affect a small number of residents, and the majority are the ones that do not want hens. As far as the setback goes, if this ordinance happens, he is fine with the 35 feet setback.

CM 8-4-14 MOTION TO APPROVE SECOND READING OF AMENDED ORDINANCE TO CHAPTER 14

Motion by Kivell, supported by Kopkowski

Motion to approve the second reading of amendment for allowing hens in the City

ROLL CALL VOTE:

MOTION FAILED- 4- no 3- yes

NEW BUSINESS

8/10/15

1. Commission Resignation/Appointment Planning Commission

Mayor Wallace stated Maggie Kurtzweil resigned from the Planning Commission because she is running for a seat on City Council. He further stated we have received an application from Michelle Berry to replace Maggie.

CM 8-5-15 MOTION TO ACCEPT RESIGNATION

Motion by Kopkowski, supported by Rzyzi

Motion to approve the resignation of Maggie Kurtzweil with thanks and good luck on her run for Council

VOTE: MOTION CARRIED UNANIMOUSLY

Mayor Wallace stated he would like to appoint Michelle Berry to the Planning Commission and she is present. Michelle Berry stated she has been a resident since 1976 and she is looking forward to helping our Community. Councilmember Kopkowski stated she has been a neighbor of Michelle for a long time, and she knows she studied very hard to further her career and welcomed her to the Planning Commission. Councilman Rzyzi welcomed her as well. Mayor Wallace stated she will be very knowledgeable as well.

CM 8-6-15 MOTION FOR APPOINTMENT

Motion by Wallace, supported by Rzyzi

Motion to appoint Michelle Berry to the Planning Commission

VOTE: MOTION CARRIED UNANIMOUSLY

2. Purchase of 2 LifePak 1000 automated external defibrillators

Lieutenant Sovik stated we normally put things like this out for bid, but this time we did not for two reasons. The current ones we have are the LifePak 500 models, but they are out of warranty and most are over 10 years old. They are not serviceable anymore. Lieutenant Sovik stated the manufacturer of the LifePak1000 is willing to credit us \$250.00 for each Lifepak 500 we give back to them. He further stated the Fire Department and HVA also use the Lifepak 1000 so rendering service with each department will be a seamless matter. Mayor Wallace stated this would be good in all of our cars. Lt. Sovik stated that is in our 5 year plan.

CM 8-7-15 MOTION TO APPROVE PURCHASE OF 2 LIFEPAK 1000 AEDS

Motion by Kramer, supported by Dixon

Motion to approve the purchase of 2 LifePak 1000 AEDs.

8/10/15

VOTE: MOTION CARRIED UNANIMOUSLY

3. Removed from Agenda
4. Consider accepting donations to the Cultural Arts Commission of South Lyon

City Manager Ladner stated she would like Council to accept the donations to the Cultural Arts Commission that were donated by numerous people. She listed them individually; Joseph & Sheila Rzyzi donated \$75.00, McHattie Center Associates donated \$100.00, Mayfair Real Estate Group donated \$50.00, Jan's Skin Spa donated \$50.00, Briarpoint Veterinary donated \$50.00 and an anonymous donation of \$100.00.

CM 8-8-15 MOTION TO ACCEPT DONATIONS TO THE CULTURAL ARTS COMMISSION

Motion by Wedell, supported by Kivell

Motion to accept the donations as listed above with thanks

VOTE: MOTION CARRIED UNANIMOUSLY

5. Consider the sale of surplus Fire Equipment

Chief Kennedy stated we received 23 self-contained breathing apparatuses' from a grant in 2010. He further stated we reduced our fleet with the replacement of engine one, and currently we have more air packs than we have riding positions. It is a surplus of equipment and OSHA requires the packs to be tested, serviced and maintained monthly, regardless if they are being used or not. Chief Kennedy stated the Brighton Fire Department and Lyon Township Fire Department are interested in purchasing them from us.

CM 8-9-15 MOTION TO APPROVE THE SALE OF VIKING ISI SCBA

Motion by Kramer, supported by Kivell

Motion to approve the sale of four Viking ISI SCBA for the minimum price of \$500.00 each

VOTE: MOTION CARRIED UNANIMOUSLY

6. Discussion item: Options for Pontiac Trail

Mayor Wallace stated he is very disappointed at the estimated cost for fixing Pontiac Trail. He stated it could have been done cheaper in previous years. We should have done something at the time the project was completed. City Manager Ladner stated the cost last year was just to cover part of Pontiac Trail where the water main development took place. The new cost reflects from City limit to City limit.

Mayor Wallace stated he is more concerned about the part from rail road tracks to Browns. City Manager Ladner stated there is the Roadway Asset Management Plan that needs to be looked at and she believes we should have a work session to discuss that. Councilman Kivell stated he is surprised to see that RCOC would not agree to a chip and seal application on this road. Johnathon Booth from HRC stated his concern is they haven't discussed this with RCOC yet and until they meet, he cannot say if they would agree to that. Councilman Kivell stated he is hoping the entire stretch of Pontiac Trail will not be looked at as one thing, he further stated he would like the Asset Management plan will prioritize which roads need to be fixed first and to get the best return on our investment. Mr. Booth stated Pontiac Trail is a federal aid road, so he is unsure it will be included in the Asset Management plan, because the Asset Road Management Plan is related to City Streets. Department Head Martin stated we did the right thing by using concrete as opposed to asphalt in the patches. Discussion was held regarding the problem with the drainage issue along Pontiac Trail. City Manager Ladner stated she and Department Head Martin will be meeting with the Oakland County Water Resources Commissioner to discuss the issue of the storm water drainage along Pontiac Trail and we will try to get on their schedule to get the flooding fixed. Further discussion was held regarding the condition of Pontiac Trail. Mayor Wallace asked the City Manager to get a cost for fixing Pontiac Trail from rail road tracks, to McHattie Street curb to curb.

7. Discussion item: Dorothy Street Parking Lot

City Manager Ladner stated Councilman Ryzyi asked for this to be added to the Agenda. She further stated the Dorothy Street lot is in significant disrepair. She stated if we maintain it as a City parking lot, there is significant work necessary. She asked HRC for a cost of bringing it up to street level. She stated she has had concerns expressed from different City residents as well. City Manager Ladner stated there is a parking issue on Dorothy Street. Mayor Wallace stated if we don't bring it up to street level, we could use it as an ice rink in the winter time. City Manager Ladner stated she and Department Head Martin have discussed using the parkland across from the parking lot as an ice rink in the winter time. City Manager stated she will speak with South Lyon Recreation to see if they have any interest in the ice skating rink. Councilman Ryzyi stated he asked for this to be added to the Agenda because of all the traffic and the lack of parking on Dorothy Street during different events. He stated this is a safety issue, not just a cosmetic issue. He further stated if we don't want to spend the \$295,000 to fix the parking lot, we could at least look at the drainage problem and fix that. Councilman Kivell stated we should at least keep the idea of that parking lot being gravel as well to look at all options. Department Head Martin stated he thinks it would be a huge step backwards if we went back to gravel, we need keep moving forward. Councilman Kramer stated he would like to see something done as well, but he would like to look at the Roadway Asset Management Plan before any decision is made on the Dorothy parking lot. City Manager Ladner stated the bigger issue is the huge pothole at the entrance of the parking lot, if that isn't filled in, there will still be flooding in that area. Mayor Wallace stated the City purchased that property many years ago. Carl Richards of 390 Lenox stated the City purchased the property in 1957. He further gave a brief history of the Dorothy Street parking lot.

8. Discussion item: 390 Lafayette

Mayor Wallace stated the City purchased 390 Lafayette and it has been an eye sore for many years. He further stated it should be torn down as soon as possible. He further stated when the original building was built; it was not on good soil. Mayor Wallace stated he was at that location today, and the water was flooding through the doors, and the walls are ready to come down. It is a total disaster, and a dangerous building. He stated if we demolish it, we can recoup those costs and it would be a good place for a pocket park and we could keep some of the parking until a developer purchases it from us. Carmine Aventini of CIB Planning stated that area will become part of the central business district. He and the City Attorney are currently working on the zoning ordinance. Mr. Aventini stated the goal is to create development sites and to get buildings that are multi story. That would be a good location for such a building. Also in the future if a developer was to come in and purchase any surrounding parcels, it will be a good site for redevelopment. Councilman Rzyzi stated he would also like the building torn down, it is blight and there are critters in there, we owe it to the residents to tear it down as soon as possible. Councilman Wedell stated we should get bids for the demolition for the next meeting. Councilmember Kopkowski stated she is concerned about the rezoning. She asked if the Central Business District will go all the way to the railroad crossing on both sides of Pontiac Trail. Mr. Aventini stated yes, that will become part of the central business district. Councilmember Kopkowski stated the current businesses had to supply their own parking because they were not part of the downtown Business District, this rezoning will enable them to build out their building envelope, which then the City will be supplying the parking. Councilman Kivell stated he has asked for a long time for the building envelope for that property. He further stated if that building can be remodeled and they take everything except one wall down, it will be grandfathered under the old zoning ordinance. He further stated we should look at all options before we decide to tear the building down. Councilman Kivell stated if there is a way for the remodel to occur and they keep their parking, with a viable business, but the difficult part is the two accessible sides for delivery are on private property, and it will tie up McHattie. If there is a loft on the second floor, people will have to walk at least 500 feet for parking, and it seems unrealistic. He further stated Northville has a formula used for parking which depending on the kind of business, they have to supply so much parking, and if they are unable to, they pay into a fund that will support either the existing or when they accrue enough need to build more. He would like to see us move toward that. Councilmember Kopkowski stated she would like more information before she makes a decision. She further stated we should get bids for demolishing the building as well as proposals for renovation. Councilman Kramer stated he has lived in this town since 1998 and we have an opportunity to make some significant positive changes, one being tearing down an eye sore that has been there for many years. We have an opportunity to create a downtown area that is more pedestrian friendly. He further stated we need to start change now, and this is our opportunity. Councilman Kramer further stated we are 100% liable if anything ever happens in and around this building. City Manager Ladner stated she will get bids for demolishing the building for the next meeting, but she doesn't think that will be enough time for redevelopment proposals.

9. Logistics for videotaping DTE public forum meeting

City Manager Ladner stated we have a DTE public forum on the 19th at 7:00 for any concerned property owners. She further stated Councilman Rzyzi asked for it to be recorded. She has spoken with both of our videographers, and neither one can be there, but she will be trained on recording so she can record it. Mayor Wallace stated he doesn't think DTE will make them any less honest with people whether the meeting is recorded or not. Councilman Wedell stated it is a good use of our resources. Councilman Rzyzi stated the City has an interest in this, it isn't just property owner issue, it is a City issue. He further stated DTE has been under fire and hit with lawsuits over the tree cutting issue. Councilman Rzyzi read part of an article that was in the Detroit Free Press. His original request was to have DTE at a Council meeting, but he can accept the forum. Councilman Rzyzi stated he would like the resolution on the next Council meeting agenda. Department Head Martin stated he spent a few hours with a representative from DTE. He further stated he has a tough job because DTE says they want 15 feet on each side of the wires, and 15 feet down from the wires. He stated it is a touchy subject and he listened to him and voiced his opinion. The representative showed him what needs to be done by the wastewater plant, and he understands why and it does need to be done. Councilman Kivell stated our Planning Commission wants trees to beautify subdivisions, but they are usually on the easements, we create our own hazards, unfortunately DTE's typical position is they blame the subcontractor. Mr. Dunn stated the contractor he spoke with stated they want to remove most trees, not just trim trees. Department Head Martin stated he was told if a homeowner disagrees with having a tree removed on private property, they will only trim it, but if it is in the easement, they feel they have the right to remove the tree if necessary. Councilman Kivell stated he received a notice in June regarding the tree trimming. He further stated he assumed that notice was given to everyone that would be impacted, but the more he asks around, that didn't take place.

MANAGERS REPORT

City Manager Ladner stated the Safe Route to School Grant was submitted on August 3rd and she will be meeting with the State to review changes they are suggesting. City Manager Ladner stated she met with Oakland County Economic Development Group, and she will be putting together a summary of information she gathered from them along with some ideas she has. She is hoping to post the job opening for the Community Economic Development Director by the end of this week. City Manager Ladner stated she is hoping to have a proposal ready for the next Council Meeting, regarding changing Cemetery fees, along with information for opening an area in the Cemetery for the creation of a columbarium which is a place to store cremation urns, which will allow people to purchase a smaller are for cremation burials. City Manager Ladner stated she was notified by CSX they will be closing the 10 Mile and Reese Street crossing, but they said it will not take place until the Griswold Construction is done. They have additional work they need to complete. She further stated she and Department Head Martin will be meeting with the Drain Commission regarding the issues we have with the County drains in the City.

COUNCIL COMMENTS

Councilman Rzyzi stated the Blues, Brews and Brats Festival was nice and they had a great turnout. He further stated the artwork that is placed around the City is very nice and adds a classy touch to the City. Councilman Rzyzi stated he has noticed all of the donation boxes around the City and he is curious if there is anything we can do about them. Attorney Wilhelm stated it is a thorny issue, he is aware of one lawsuit regarding this issue. Councilman Rzyzi asked if Attorney Wilhelm can gather information regarding this by the next meeting.

Councilman Kivell stated the official ceremony for the Inside/Out art downtown is Tuesday the 11th at Paul Baker Park. He further stated the Blues, Brews and Brats was a nice event and well attended and good music as well.

Mayor Wallace stated everyone should bring their own chairs to the Inside/Out event at Paul Baker Park. He further stated the Garden Club is helping out a lot with this. Mayor Wallace stated it is a beautiful park. Mayor Wallace stated we are having a makeup concert by the Moxie Strings on the 20th at 7:00.

ADJOURNMENT

Motion by Kramer, supported by Wedell
Motion to adjourn meeting at 9:30

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd Wallace Mayor

Lisa Deaton Clerk/Treasurer

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Options for resurfacing Pontiac Trail through the Downtown Area.

EXPLANATION OF TOPIC: As requested by the Mayor HRC has developed a new price estimate for the cost for the 2" mill and overlay of Pontiac Trail from the railroad tracks to McHattie Street

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: HRC Cost estimate

POSSIBLE COURSES OF ACTION: Defer action until the council has time to discuss the estimate as part of a larger overall street program during a work session solely targeted on streets and the Dorothy Street parking lot, Accept the Cost estimate and have HRC develop design and bid documents to place the project out to bid for the spring 2016 construction season

RECOMMENDATION: Defer action until a work session can be held related to streets and the Dorothy Street parking lot

SUGGESTED MOTION: Motion by _____, supported by _____ to defer action until a work session take place...

08/10/15

PONTIAC TRAIL RESURFACING
ENGINEER'S PRELIMINARY PROJECT COST ESTIMATE
HRC NO. 20150017
August 19, 2015

This estimate includes a 2" mill & overlay of the existing asphalt pavement on Pontiac Trail (Lafayette) from the south side of railroad track crossing to McHattie Street, approximately 1,500' in length. The existing asphalt pavement will be milled and overlaid from curb to curb or edge to edge (including accel/decel and passing lanes). Anticipated **2018** construction.

Item	Quantity	Unit	Unit Price	Total Cost
1. Pavt, Rem	1,500	syd @	\$10 =	\$15,000
2. Curb and Gutter, Rem	800	ft @	\$10 =	\$8,000
3. Sidewalk, Rem	100	syd @	\$6 =	\$600
4. Cold Milling HMA Surface, 2 inches	13,000	syd @	\$2 =	\$26,000
5. Earthwork	300	cyd @	\$15 =	\$4,500
6. Aggregate Base, 21AA	700	ton @	\$25 =	\$17,500
7. Maintenance Gravel	20	ton @	\$20 =	\$400
8. HMA, 5E3	1,600	ton @	\$95 =	\$152,000
9. Hand Patching	600	ton @	\$150 =	\$90,000
10. Shoulder, CI I	200	ton @	\$25 =	\$5,000
11. Curb and Gutter, Conc	800	ft @	\$25 =	\$20,000
12. Sidewalk, Conc, 4 inch	500	sft @	\$6 =	\$3,000
13. Sidewalk Ramp, Conc, 6 inch	500	sft @	\$13 =	\$6,500
14. Dr Structure Cover, Adj	15	ea @	\$1,700 =	\$25,500
15. Dr Structure, Temp Lowering	20	ea @	\$200 =	\$4,000
16. Sanitary Structure Cover, Adj	4	ea @	\$1,500 =	\$6,000
17. Water Valve Structure Cover, Adj	8	ea @	\$1,500 =	\$12,000
18. Joint and Crack Cleanout	800	ft @	\$5 =	\$4,000
19. Storm Sewer Allowance	1	LS @	\$25,000 =	\$25,000
20. Soil Erosion Control Allowance	1	LS @	\$15,000 =	\$15,000
21. Greenbelt Restoration Allowance	1	LS @	\$20,000 =	\$20,000
22. Temporary Traffic Control	1	LS @	\$35,000 =	\$35,000
23. Permanent Traffic Signs & Striping	1	LS @	\$35,000 =	\$35,000
24. Audio Video Route Survey	1	LS @	\$10,000 =	\$10,000
25. Permit Fee Allowance	1	LS @	\$10,000 =	\$10,000
26. Mobilization	1	LS @	\$55,000 =	\$55,000

Subtotal Construction Cost = **\$605,000**

Estimated Contingencies (15%) = **\$90,800**

Estimated Engineering/Administration = **\$152,000**

Subtotal Estimated Project Cost: = **\$847,800**

Notes:

1. Cost estimate does not include upsizing any of the storm sewers from downtown to the Yerkes Drain.
2. Cost estimate does not include any removals or replacements of any driveway approaches.
3. No work is proposed in the Pontiac Trail/Lake Street Intersection.
4. It is assumed that all work will be performed within the existing road right-of-way. Therefore, no allowance has been made for the acquisition of easements.
5. No new sidewalk ramp improvements from Reynold Sweet Parkway to Whipple St.
6. Pavement cores need to be secured to confirm thickness of existing pavement to confirm 2" milling will work.

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Consider setting a date for a work session related to Streets and the Dorothy Street Parking Lot

EXPLANATION OF TOPIC: As was discussed at the meeting on Aug. 10, the City Council still has several decisions to make regarding how they intend to handle the finalization of the Roadway Asset Management Assessment and assigning the amount that the City intends to spend annually on local and major street repairs.

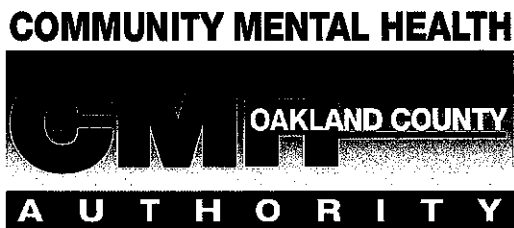
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Set a date that the council is available to meet with City Staff and the City Engineer to concentrate fully on Streets and the parking infrastructure in the city and finalize the RWAM assessment for submission to the state.

RECOMMENDATION: Set a date sooner rather than later for the work session so that we can begin moving forward with potential projects, education for the residents, etc on any decisions made by the council.

SUGGESTED MOTION: Motion not needed to set a date.

08/10/15



WILLIE BROOKS, Executive Director and CEO

August 5, 2015

Mayor Tedd Wallace
City of South Lyon
335 South Warren
South Lyon, MI 48178

Dear Mayor Wallace:

Please accept this invitation to join an exciting, community-driven collaboration declaring September 2015 as National Recovery Month.

This is the first year that Oakland County Community Mental Health Authority, along with its exceptional service provider network, is hosting an array of events to promote community awareness about substance use matters. As part of this endeavor, we are asking cities, townships and villages throughout Oakland County to partner with us by approving a proclamation for September as Recovery Month at their council meetings.

We also welcome the opportunity to participate in an official proclamation presentation at your September council meeting. You can contact Debbie Wisser at (248) 858-0929 to make this arrangement and/or for any questions regarding this effort.

Thank you for considering this meaningful initiative. Together we can join the voices for recovery as advocates for people who have or are currently working to overcome a substance use disorder.

Sincerely,

A handwritten signature in cursive script that reads "Christina Nicholas".

Christina Nicholas
Office of Substance Abuse Services, SNT Manager

**Inspiring hope, empowering people,
strengthening communities.**

2011 Executive Hills Boulevard, Auburn Hills, MI 48326 | Telephone: (248) 858.1210 | Fax: (248) 975-9768



National Recovery Month – September 2015

WHEREAS, substance use recovery is important for individual well-being and vitality, as well as for families, communities and businesses; and

WHEREAS, approximately 20.7 million people in the United States have a substance use disorder; and

WHEREAS, we believe everyone facing substance use disorders deserve the benefit of recovery; and

WHEREAS, Friday, September 25, 2015, has been designated for Oakland County's 8th Annual Substance Use Recovery Celebration and Walk; and

WHEREAS, stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and

WHEREAS, substance use disorders occur when the recurrent use of alcohol and/or drugs causes clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and

WHEREAS, substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of his/her choice while striving to achieve his/her full potential; and

WHEREAS, substance use disorder recovery benefits individuals with substance use disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to our society, and also enriches the culture of our community; and

NOW, THEREFORE, BE IT RESOLVED that, Oakland County Community Mental Health Authority and its Office of Substance Abuse Services (OSAS), along with the Oakland County Health Division, hereby recognize September 2015 as National Recovery Month. OCCMHA calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Fire Chief Mike Kennedy

AGENDA TOPIC: Huron Valley Ambulance contract

EXPLANATION OF TOPIC: In March 2015, Charter Township of Lyon served Huron Valley Ambulance notice of termination for the existing ambulance contract. The Charter Township of Lyon wanted to pursue greater ability for Lyon Township FD to transport patients themselves, which was addressed in this draft agreement. These transport changes do not affect SLFD or the City of South Lyon. SLFD was not seeking any substantive changes to the ambulance contract. The proposed contract revisions do not change the current coverage model for the City of South Lyon. This contract also maintains the terms of the lease agreement for HVA to utilize the ambulance quarters that is part of the fire station.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed HVA contract

POSSIBLE COURSES OF ACTION: Approve/do not the Huron Valley Ambulance contract with the City of South Lyon and Charter Township of Lyon.

RECOMMENDATION: Approve the Huron Valley Ambulance contract with the City of South Lyon and Charter Township of Lyon.

SUGGESTED MOTION:

Motion by _____, supported by _____ to approve the Huron Valley Ambulance contract with the City of South Lyon and Charter Township of Lyon.

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**CONSOLIDATED MUNICIPAL
AMBULANCE SERVICE AGREEMENT**

THIS AMBULANCE SERVICE AGREEMENT (the "**AGREEMENT**") is made as of the 1st day of September, 2015 by and between **HURON VALLEY AMBULANCE, INC.**, ("**HVA**") a Michigan nonprofit corporation whose address is 1200 State Circle, Ann Arbor, Michigan 48108, the **CITY OF SOUTH LYON**, a Michigan municipal corporation, whose address is 335 South Warren Street, South Lyon, Michigan 48178 ("**South Lyon**"), and the **CHARTER TOWNSHIP OF LYON**, a Michigan charter township, whose address is 58000 Grand River, New Hudson, Michigan 48165 ("**Lyon Township**").

R E C I T A L S

The governing bodies of South Lyon and Lyon Township (each individually the "**Municipality**" and collectively the "**Municipalities**"), desire to provide ambulance service to their residents and other individuals in need of emergency medical services within their boundaries.

Section 20948 of the Michigan Public Health Code, being Act No. 368 of the Michigan Public Acts of 1978, as amended (the "**Public Health Code**"), provides that local governmental units may contract for the provision of emergency ambulance services for the use and benefit of individuals in their areas.

The Municipalities have the power and authority under municipal law to enter into this Agreement to ensure the provision of ambulance services in furtherance of the public safety and welfare.

The State of Michigan encourages municipal governments to be more efficient and reduce costs by joining together to provide consolidated services.

HVA is licensed under the Public Health Code to provide emergency paramedic ambulance services to individuals residing within the Municipalities and desires to do so. HVA has provided emergency ambulance services to the Municipalities since 1990.

The Municipalities and HVA desire to enter into an agreement for the provision of emergency ambulance services by HVA to individuals within the Municipalities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, HVA and the Municipalities agree as follows:

1. Services.

- (a) Coverage. HVA shall be available to provide, and provide upon request, emergency advanced life support ambulance services and non-emergent patient transport services, on a continuous seven (7) day per week and twenty-four (24) hour per day basis to individuals within the Municipalities (collectively, the "**Services**").
- (b) Equipment and Personnel. All ambulances and personnel used by HVA in providing the Services shall be licensed by HVA under the Public Health Code. In situations where the Municipality believes that an individual HVA employee is ineffective or has significant interpersonal relationship problems with patients or first responders, the municipality will bring the matter to HVA's attention in writing. HVA agrees to counsel the employee and work with the Municipality to resolve the problem. If HVA is unable to resolve the problem to the satisfaction of the Municipality, HVA will reassign the employee to a different ambulance region.
- (c) Operating Plan. It is the goal of HVA to provide Services in the manner set forth in the initial operating plan attached hereto as **Appendix A** (the "**Operating Plan**"). The Municipalities acknowledge and agree, however, that HVA shall have direction and control over the manner and method by which the Services are provided and that HVA may request an amendment to the Operating Plan from time to time if HVA determines that any such amendment is reasonable

and appropriate. Material changes in the Operating Plan will be forwarded to the municipal fire chiefs for initial review. The Township Supervisor and the City Manager reserve the right to approve or deny changes.

- (d) Emergency Response. HVA agrees to respond promptly to all medical requests within the boundaries of the Municipalities. HVA also agrees to arrive at emergency medical requests as defined in the Operating Plan. Emergency ambulance response times will be reported to each municipality on a quarterly basis. If emergency response to an individual municipality falls below the standard in a particular quarter, HVA shall provide monthly reports for that municipality until the problem is corrected. An explanation of any response time exceeding the standard as defined in the Operating Plan will be provided by HVA to the respective fire chief in the quarterly report.
- (e) Ambulance Support for Fire Department Activities. Upon request of the Municipality's fire department, HVA will respond and standby at the scene of a structure fire or other major incident until relieved by the incident commander. Should this ambulance transport a patient, another ambulance will be dispatched to standby as quickly as possible.
- (f) Telephone Medical Self Help, Telephone Triage and Other Services. HVA will act as a Secondary Public Safety Answering Point, and agrees to provide medical self-help information, when applicable, to all 911 telephone callers that are transferred to HVA's central dispatching facility. HVA will also participate in a triage plan - along with the primary 9-1-1 center - to assist the Municipality in reducing unnecessary responses by the local public safety personnel, if desired. The level and type of EMS response shall be dictated by each individual fire department covered under this Agreement. Each

fire department maintains the right to dictate separate levels of fire department EMS response which HVA agrees to honor. The parties acknowledge that HVA does not provide fire suppression, technical rescue or extrication services.

- (g) Replacement of Supplies. Prior to transport of the patient to the hospital, or on a monthly basis, HVA personnel will replace medical supplies (including defibrillator pads and oxygen) used by first responders on a one-for-one basis.
- (h) Accreditation. HVA shall remain nationally accredited by the Commission on Accreditation of Ambulance Services for the duration of this agreement.
- (i) Membership Program. HVA shall provide a membership subscription program for qualified residents of the Municipalities.
- (j) Discrimination. HVA shall provide Services to individuals in the Municipalities without regard to race, creed, color, gender, sexual preference, age, physical handicap, marital status, national origin, ancestry, location within the Municipalities or ability to pay.
- (k) Compliance with Laws. HVA shall comply with all applicable federal, state and local laws and the policies, procedures and protocols of the local medical control board.

2. "911" and Other Emergency Calls for Services.

- (a) Referral of Calls. The Municipalities shall, through their respective primary public safety answering point, refer all "911" or other emergency medical or ambulance requests for Services within the Municipalities to HVA, unless individuals in the Municipalities spontaneously and specifically request emergency ambulance

service from another licensed provider at the time of call.

- (b) HVA as transport agency. The Municipalities designate HVA as the primary agency to transport residents and other patients requiring ambulance transportation. The Municipalities may, at their discretion, also operate a licensed ambulance(s) for the purpose of secondary transport vehicle/s in cases of long HVA response times or EMS system overload. These municipal ambulance(s) may transport patients in any of the following circumstances:

- i. When requested by HVA personnel on scene;
- ii. By request of HVA's dispatching center;
- iii. As determined by the fire department incident commander when HVA ambulances are unable to respond in a timely manner and the patient's condition will deteriorate due to the delay in transport. This determination will be made after the patient is clinically assessed on scene. In such cases, the fire department will determine HVA's estimated time of arrival (ETA) before beginning patient transport.

- (c) The Municipality's fire department may request a response from another ambulance service when it is determined that HVA's ambulance response time will be detrimental to the patient based upon the severity of the patient's condition. Such a request will be coordinated with HVA to minimize duplication of response.

- (d) Rendezvous Transports. In certain cases described in subsection (b) where the fire department ambulance begins transport of the patient to the hospital and HVA paramedics rendezvous and accompany the fire department ambulance to the hospital in the patient compartment, the Municipality or its billing agent will bill the patient at the "advanced life support" level if

applicable under Medicare, Medicaid or other insurance guidelines. Any amounts received which are above and beyond basic life support reasonable and customary charges will be paid to HVA within ninety (90) days of receipt by the Municipality.

- (e) Transport Destinations. HVA agrees to transport patients to the appropriate hospital or other destination of the patient's choice in accordance with protocols established by the local medical control authority.
- 3. Ambulance Operations Committee. An Ambulance Operations Committee ("**Committee**") shall be established to advise HVA on matters relating to this Agreement. The Committee shall consist of the Fire Chief of each Municipality, and the Chief Operating Officer of HVA or his/her designee. The Committee shall meet on a quarterly basis or as otherwise agreed to by the members of the Committee.
- 4. Use of Municipal Facilities. In certain situations and with the permission of the Municipality, HVA may utilize municipal facilities as stations for advanced life support ambulance crews serving the region specified in the Operating Plan. The terms of use for these facilities will be delineated in **Appendix B "Municipal Facilities"**.
- 5. Payment for Services. HVA shall undertake to collect payment for the Services directly from those individuals within the Municipalities to whom they are provided, or from appropriate third party payers such as Medicare, Medicaid, automobile insurance or health insurance. HVA ambulance charges will be set by the HVA Board of Trustees at rates similar to other communities served by HVA. The initial rates in effect as of July 1, 2015 are described in **Appendix C "Initial Ambulance Rates"**. Any increase in ambulance rates above five percent (5%) per year must be approved by the Municipalities. Such approval shall not be unreasonably withheld.

6. Subsidy Payments to HVA from the Municipalities.
There shall be no subsidy payments from the Municipalities to HVA under this agreement.
7. Fund raising; Use of Donated Funds; Grant Funds. The Municipalities agree to be supportive of HVA's fund raising efforts for capital equipment.

In the event that the Municipalities shall procure or receive grant funds for purposes of supporting the provision of the Services by HVA, and such funds are used to purchase equipment relating to provision of the Services, the parties hereto agree that all such equipment shall remain the property of the Municipalities but may be leased to HVA at nominal cost pursuant to a written lease to be entered into between the Municipalities and HVA.

8. Term and Termination.

- (a) The term of this Agreement shall commence on the date first written above, and continue for an initial term expiring on June 30, 2019, and shall be automatically renewed for additional, successive one (1) year periods thereafter unless either party provides the other with not less than ninety (90) days advance written notice of the intent to terminate at the expiration of the initial or any subsequent annual renewal of the term of this Agreement, with or without cause.

In November of each year, the parties will meet to review HVA's performance under this Agreement.

- (b) This Agreement may be sooner terminated on the first to occur of any of the following events:
 - i. In the event that all parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - ii. In the event of a substantial breach of this Agreement by any one of the parties, if the non-defaulting party provides written notice

of the breach to the defaulting party and the breach is not corrected within thirty (30) days, this Agreement may be terminated at the option of the non-defaulting party by giving written notice to the other parties to this Agreement.

- iii. In the event that any one (1) Municipality terminates this Agreement pursuant to this section above, HVA shall have the sole right and discretion to continue the Agreement with the remaining Municipalities or it may terminate this Agreement by providing at least one year advance written notice.

Notwithstanding the termination of this Agreement, any liability or obligation of any party which may have accrued prior to such termination shall continue in full force and effect.

- 9. Insurance. HVA shall, during the term of this Agreement, maintain professional liability insurance, no-fault automobile insurance, comprehensive general liability insurance, an umbrella policy, and all other insurance required by applicable federal, state and local laws, with a combined coverage limit of not less than \$10,000,000 per occurrence. If HVA is unable to purchase this level of coverage at reasonable premiums, HVA may reduce such coverage limit with the prior consent of the Municipalities, which shall not be unreasonably withheld or delayed. In no case will this coverage be less than \$5,000,000. HVA shall cause each Municipality to be named as an additional insured on HVA's policies of insurance for liability. HVA shall provide copies of the policies or certificates evidencing the existence and coverage of such insurance to the Municipalities upon written request thereafter to HVA.
- 10. Independent Contractor. The parties to this Agreement acknowledge and agree that HVA shall perform the Services solely as an independent contractor of the Municipalities. Nothing in this Agreement is intended to create an employer/employee relationship,

lessor/lessee or a joint venture relationship between HVA and either of the Municipalities.

11. Assignment. No party hereto may assign this Agreement without the written consent of the other parties hereto.
12. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
13. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Michigan, without giving effect to principals of conflicts of law.
14. Entire Agreement. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof, and may not be modified except by an instrument in writing executed by all the parties hereto.
15. Amendment to Add Additional Municipalities. This Agreement may be amended to include additional municipalities with the written approval of all parties.
16. Notices. Notices required hereunder shall be in writing and shall be deemed given when mailed by prepaid certified mail, return receipt requested, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement. Any party hereto may change its address by giving notice of such change to the other as provided in the foregoing sentence.
17. Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interests for any individual, parent, guardian or personal representative of any individual or any party or persons other than the Municipalities and HVA.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

HVA and the Municipalities have executed this Agreement as of the day and year first written above.

HURON VALLEY AMBULANCE, INC.
"HVA"

CITY OF SOUTH LYON
"SOUTH LYON"

By _____
Dale Berry
Its President and CEO
Date: _____

By: _____
Tedd Wallace
Its: Mayor
Date: _____

By: _____
Lisa Deaton
Its: Clerk
Date: _____

CHARTER TOWNSHIP OF LYON
"LYON TOWNSHIP"

By: _____
Lannie Young
Its: Supervisor

By: _____
Michele Cash
Its: Clerk

Appendix "A"

Initial Operating Plan

Coverage Area

The Coverage Area is:

City of South Lyon
Lyon Charter Township

Ambulances operated under this agreement will respond to emergency/immediate ambulance requests in adjacent communities when they are closest, as required by law or medical control protocols.

Deployment and Response Plan

HVA will base and staff one paramedic ambulances 24 hours a day, 7 days a week, at the City of South Lyon ambulance station, and one paramedic ambulance 24 hours a day in New Hudson, Lyon Township.

The closest ambulance will be dispatched to emergency medical requests within the Coverage Area. During times when the locally based ambulances are on calls and unavailable, ambulance coverage will be provided by other HVA ambulance stations or intermediate coverage posts in or nearby the community, or by another paramedic ambulance service under the terms of the Agreement.

HVA is also a part of a regional emergency medical services system. HVA continually relocates ambulances so that they are normally able to respond in a timely fashion throughout the region.

HVA will notify the dispatching center for the Municipalities of the response location of our ambulance, whenever practical.

Receipt of Calls, Dispatching of HVA Units

HVA will join the Municipalities by encouraging residents to

dial 9-1-1 for medical emergencies. Whenever possible or practicable, callers reporting medical emergencies may be transferred to the HVA dispatching center for the purpose of triaging the appropriate response and providing medical self-help instructions. 9-1-1 trunk lines exist for the transfer of 9-1-1 calls and a direct line is in place between our communications center and the Municipality's public safety answering point.

If HVA receives a direct emergency call, the municipal dispatch center will be notified by HVA based on policies established between HVA and the Municipalities. HVA will not typically notify the Municipality's fire department when responding to non-emergency medical requests, or when responding to emergency ambulance requests at a skilled nursing home or physician office, unless written instructions have been received in advance from the administrator of the skilled nursing facility or from the physician requesting such a response. A copy of those written instructions will be provided to the fire chief in the municipality where the facility is located. Regardless, the fire department will be dispatched to medical emergencies at these facilities when the patient is in critical condition.

Interoperable Radio Communications

HVA and the fire departments are committed to establishing interoperable two-way radio communications between responding HVA ambulances and responding fire apparatus.

Oakland County-based HVA ambulances carry OakWIN radios (for MEDCOM purposes). With the permission of the city and township, HVA will install four SLFD/LTFD channels on these radios which HVA will use to provide response locations, share upgrade or downgrade instructions, or other information.

HVA will also add an Oakland County interop channel to all HVA MPSCS radios which will be patched by Oakland County to SLFD/LTFD channel 4. This will be available in all HVA vehicles.

Emergency Response Time Exclusions

HVA agrees to arrive at emergency medical requests within the

following requirements:

City of South Lyon: 10 minutes or less, ninety percent (90%) of the time from time of call to arrival at the location.

Lyon Charter Township: 12 minutes or less, ninety percent (90%) of the time from time of call to arrival at the location.

HVA is allowed exceptions to the response time standard during situations which are beyond its control. These include but are not limited to:

- Extreme weather emergencies (including ice and snow)
- Blocked roadways or other access which were not anticipated
- Inaccurate location given
- Second or subsequent unit dispatched on the same call
- An unsecure scene, while waiting for police to secure same
- Any priority change, while the ambulance is enroute
- A disaster

Returning firefighter staff

When a firefighter accompanies the ambulance to the hospital, HVA will make every reasonable effort to return the firefighter to their station as soon as possible.

Management and Supervision

Ambulances provided under this agreement are managed and supervised by HVA's Eastern Operations Division, which is based at the regional support center located at 1270 Goldsmith Street, Plymouth, Michigan. HVA provides on-duty 24/7 supervisors who are available to respond to major incidents, or to resolve customer service problems which may arise. Vehicle maintenance is also provided at this facility.

Billing and Collection

Billing is performed by HVA staff at our Ann Arbor headquarters. HVA is a participating provider with Medicare, Medicaid and Blue Cross Blue Shield. HVA is required by federal law to bill for and collect deductibles and copayments owed under the Medicare program.

Payment plans are available for patients who have financial challenges, and the HVA Board of Trustees has established a charitable care policy which allows for discounted or free ambulance transport for families that have incomes equal to or less than 200% of federal poverty guidelines.

HVA also offers an annual subscription membership program known as HVAPlus! which allows residents and their families to support their community ambulance service and at the same time receive ambulance service at no out-of-pocket cost.

Continuing Medical Education

HVA will work cooperatively with the fire departments to provide ongoing EMS training for first responders. EMS continuing education will be offered at the MFR, BLS and ALS levels and such programs will be designed to provide credits which fulfill required firefighter EMS certifications. HVA will design and schedule such programs with the fire chiefs or their designated training officers to schedule classes quarterly.

Tax Exempt Status

HVA is recognized by the Internal Revenue Service as a 501(c)(3) nonprofit, charitable and tax exempt organization.

APPENDIX B

Municipal Facilities

1. Use of South Lyon's Ambulance Facility. The City of South Lyon agrees to allow HVA to have continued access, use, and quiet enjoyment of the ambulance station and crew quarters, for purposes of housing one ambulance and providing living and sleeping quarters for HVA paramedics. HVA shall reimburse the City of South Lyon for the cost of utilities for its portion of activity in the station. HVA shall also be responsible for repairs to the roof, garage doors and their opening mechanisms, climate control equipment, as well as the upkeep of its areas of use, consistent with the standards set by South Lyon for its facilities. The City of South Lyon shall be responsible for the cost of exterior maintenance including snow removal from driveways and parking areas, as well as structural repairs of the building.

HVA shall not add any additional signage/decals/lettering anywhere on the City of South Lyon property/building beyond what is currently on the front of the City of South Lyon facility. If the current sign falls into a state of disrepair as determined by the South Lyon Fire Chief, this sign shall be removed by HVA or repaired within 30 days written notification.

HVA shall only have use of one (1) apparatus bay. The South Lyon Fire Department maintains the right to store apparatus or additional equipment in the apparatus bay that had previously been used by HVA.

HVA shall pay for 10% of water usage which will be billed by the City of South Lyon to HVA each July for the preceding fiscal year (July 1 to June 30).

HVA shall pay for 10% of the natural gas usage which will be billed by the City of South Lyon to HVA each July for the preceding fiscal year (July 1 to June 30).

APPENDIX C

Initial Ambulance Rates

Base Rate:	\$ 704.00	(ALS or BLS)
	\$ 862.00	(ALS2)
Mileage:	\$ 12.75	(per loaded mile)
Oxygen:	\$ 50.00	
Patient Assessment	\$ 130.00	(if there is no transport)

The Municipalities will be advised of any changes in rates above five percent per year.

Charitable Care Policy: Patients with an income level equal to or less than 200% of federal family poverty guidelines are eligible for discounted or free ambulance transportation per the HVA Board of Trustees charitable care policy. As of January 1, 2011, 200% of the U. S. Department of Health and Human Services Poverty Guideline income level for an individual is \$21,780 and for a family of four (4) is \$44,700.

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Fire Chief Mike Kennedy

AGENDA TOPIC: Unsafe structure placards

EXPLANATION OF TOPIC: Numerous unsafe vacant and abandoned structures exist throughout the city. The fire department recognizes the inherent dangers and the increased risk to firefighters operating in these structures. The 2006 International Fire Code® outlines the installation of a placard on unsafe vacant or abandoned structures. I would like to start identifying these structures to serve as a safety warning to our firefighters. The use of these placards shall be informational only and shall not in any way limit the discretion of the on-scene incident commander.

Below is a listed of identified unsafe vacant or abandoned structures.

Residential Hazards	Commercial Hazards
203 University	113 N Lafayette (old Arts and Crafts Store)
404 E Liberty	114 E Lake (upstairs of Pitak dentist)
430 E Liberty	105 N Wells (apartments above RCA)
500 Stryker	600 N Lafayette (old Larry's Foodland)
	390 S Lafayette

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Draft policy

POSSIBLE COURSES OF ACTION: This is meant as an informational item to City Council and to allow for discussion and input prior to starting this program.

RECOMMENDATION: Not applicable

SUGGESTED MOTION: Not applicable



SOUTH LYON FIRE DEPARTMENT

Manual of Procedures 434

STRUCTURE WARNING PLACARDS

Issued:

Revised:

Approved:

I. PURPOSE

Numerous vacant and abandoned structures exist throughout the city. The fire department recognizes the inherent dangers and the increased risk to firefighters operating in these structures. The 2006 International Fire Code® outlines the installation of a placard on vacant or abandoned structures to signify a warning to firefighters.

II. DEFINITIONS

Abandoned Structure – “to desert, surrender, forsake or cede.” Typically one with no viable owner or one with an absentee landlord. These structures are usually neglected without any effort to preserve its value or condition.

Vacant Structure – “empty, unoccupied.” Typically, a vacant structure will have a viable owner that has interest in the wellbeing of the property, but no permanent occupants.

“Evidence of vacancy” means any condition that on its own or combined with other conditions present would lead a reasonable person to believe the structure is vacant. Such conditions include, but are not limited to, no or significantly below standard utility usage, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, accumulation of trash, junk, and/or debris, broken or boarded up windows, abandoned vehicles, automobile parts or materials, the absence of window coverings, such as curtains, blinds, and/or shutters, the absence of furnishings and/or personal items consistent with habitation or occupation, statement(s) by neighboring property owners, delivery persons, U.S. Postal service employees, and/or governmental employee(s) that the structure is vacant.

III. UNSAFE CONDITIONS

Vacant and abandoned structures present a threat to firefighters. Uninhabited structures have a high probability of intentionally set fires and attract criminal activity including “urban mining,” which could be defined as the intentional removal of structure systems, equipment, wiring, piping and structural elements. In addition, the deterioration of the structure due to exposure to the weather and/or age may weaken the structure causing rapid failure early in a fire. As the structures are uninhabited, fires can develop for a significant period of time before they are detected and reported. Vacant and abandoned structures may also contain hazardous materials and a significant amount of combustible fuel loads inside.

With firefighter safety in mind, the fire department has enacted a system in which vacant and abandoned structures can be evaluated and marked with a placard to alert emergency response personnel to hazards that may exist at the property.



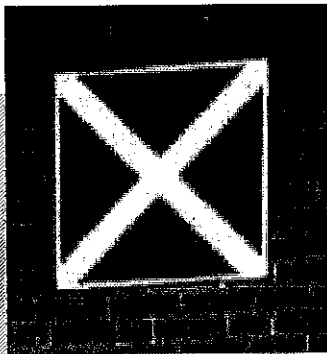
SOUTH LYON FIRE DEPARTMENT

Manual of Procedures 434

Structures that are unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry as shall be deemed unsafe.

IV. PLACARDS

Any structure determined to be unsafe shall be marked with a placard. Placards shall be applied on the front of the structure and be visible from the street. Additional placards shall be applied to the back of the structure. Placards shall be 12 inches by 12 inches in size with a red background, white stripes and a white border. Placards shall bear the date of their application to the structure and the date of the most recent inspection.



This symbol shall mean that structural or interior hazards exist and interior firefighting or rescue operations should be conducted with extreme caution. The use of this symbol shall be informational only and shall not in any way limit the discretion of the on-scene incident commander.

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Pumpkinfest 2015 – Downtown Road Closures

EXPLANATION OF TOPIC: A request was received for a permit for the Pumpkinfest Downtown Event and associated road closures planned for Friday, September 25, 2015 at 12:00 p.m. until Sunday, September 27, 2015 at 8:00 p.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: application, map, sign-off list, insurance certificate, road closure resolution.

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

RECOMMENDATION: Consider approval of the requested closures, noting that numerous business and property owners did not sign-off on the approval forms.

SUGGESTED MOTION:

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 Pumpkinfest Downtown Event from September 25, 2015 until September 27, 2015 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 11:00 a.m. on September 28, 2012 until 8:00 p.m. on September 30, 2012.

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.

Be it further resolved that Wells St. between Detroit St. and E. Lake St. shall be closed on Friday, September 25, 2015 from 9:00 a.m. to 12:00 p.m.



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: 8/18/15

Requested Block-off Date: 9/25, 9/26, 9/27

Applicant / Contact's Name: SCOTT BLACK, PRESIDENT PH #: 248-207-2035

ON BEHALF OF THE PUMPKINFEST OF THE SOUTH LYON AREA COMMITTEE

Applicant Address: P.O. BOX 696, SOUTH LYON, MI 48178

Block-off Time: 12:00pm on 9/25

Block-off removal Time: 8pm on 9/27

Street Names to be blocked off: PONTIAC TRAIL (BETWEEN WHIPPLE STREET & LIBERTY STREET) AND LAKE STREET (BETWEEN WELLS STREET & THE EXISTING ALLEYWAY BEHIND SWEETWATER BAR & GRILL)

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)

REFER TO THE ATTACHED SIGNATURE FORM

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

Scott Black (ON BEHALF OF THE PUMPKINFEST OF THE SOUTH LYON COMMITTEE)
Applicant's SIGNATURE

APPROVED []

DENIED []

Lloyd T. Collins, Chief of Police

APPLICANT INSURANCE REQUIREMENTS

The Applicant/Organization **must** provide a certificate of Insurance and documentation of the following at the time of application:

- 1. Commercial General Liability Insurance:** The Applicant shall procure and maintain during the life of this permit, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate.
- 2. Motor Vehicle Liability:** The Applicant shall procure and maintain during the life of this permit Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 3. Liquor Liability:** If alcoholic beverages will be served, the Applicant shall provide proof of Liquor Liability coverage, with limits of liability not less than \$1,000,000 per occurrence and aggregate, naming the City of South Lyon as additional insured.
- 4. Additional Insured:** Commercial General Liability, Motor Vehicle Liability, and Liquor Liability 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. It is understood and agreed by naming the City of South Lyon as additional Insured, coverage afforded is considered to be primary and any other insurance the City of South Lyon may have in effect shall be considered secondary and/or excess.
- 5. Cancellation Notice:** Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Liquor Liability Insurance as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Mr. David Murphy, City of South Lyon, 335 S. Warren, South Lyon, MI 48178-1317)."
- 6. Hold Harmless Clause:** The Applicant shall submit a separate signed and dated document with the following language:

To the fullest extent permitted by law the "Name of Applicant/Organization" agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Lyon, its elected and appointed officials, employees 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.

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:

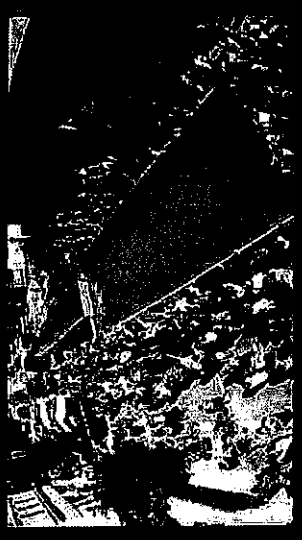
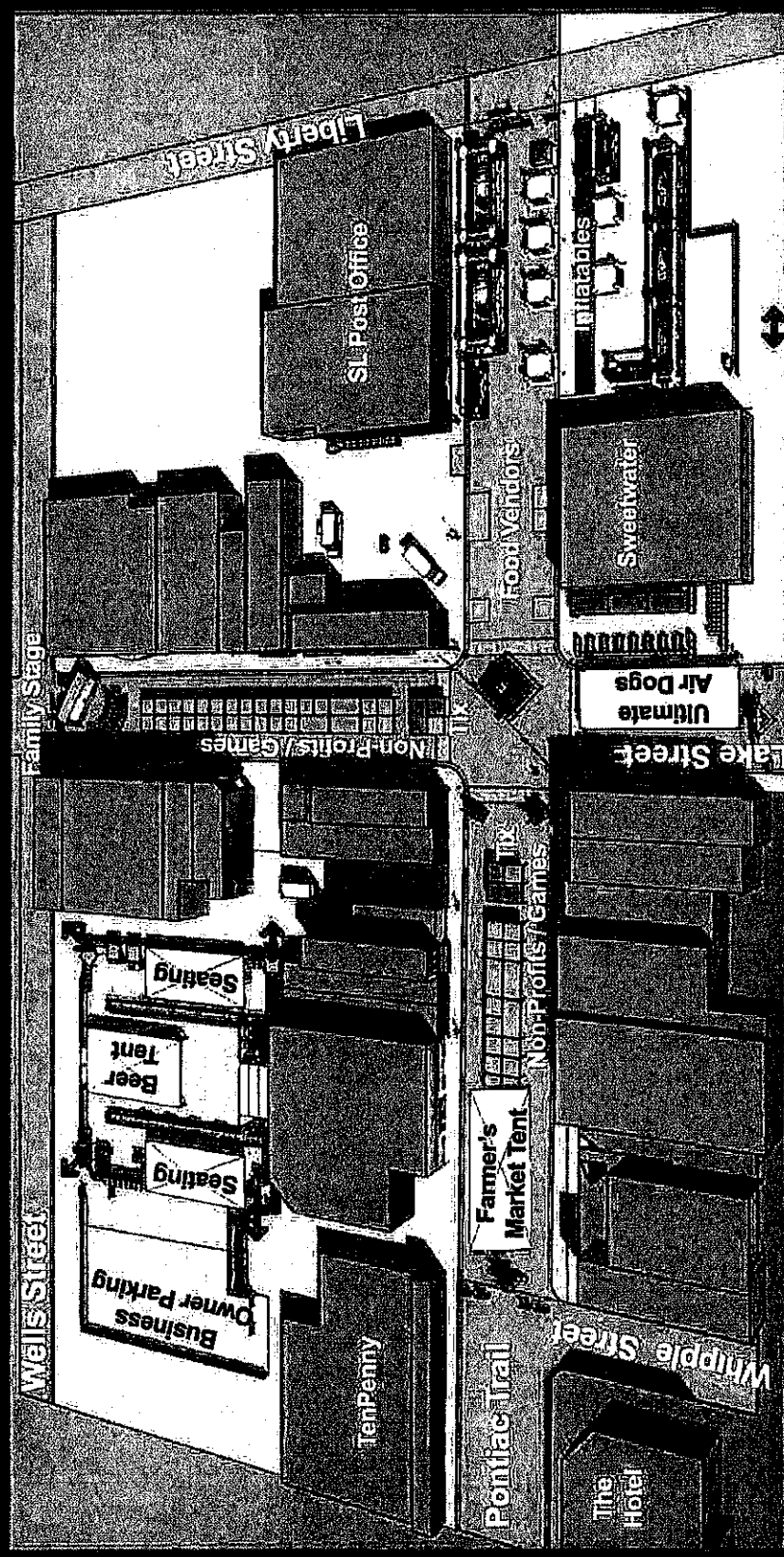
- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. Original Policy, or original Binder pending 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.

2015 P u m p k i n f e s t

Pumpkinfest

South Loop Area





2015 Pumpkinfest of the South Lyon Area
Pontiac Trail and Lake Street Roads
Closure Approval (Friday, Saturday & Sunday)
 Friday, Saturday and Sunday, September 25th, 26th, & 27th 2015

Closure of Pontiac Trail between Liberty and Whipple
Closure of Lake Street between Wells and alleyway behind the South Lyon Herald

The roads will be closed at 12:00 p.m. on Friday, September 25th
and will re-open at 8:00 p.m. on Sunday, September 27th, 2015

Business Name	Street Address	Print Name	Signature
Providence	210 N. Lafayette	- Closed -	
Tenpenny Furniture	124 N. Lafayette	Brian Bradford	<i>Brian Bradford</i>
Co. Reutter Salon	116 N. Lafayette	Theresa Rupert	<i>Theresa Rupert</i>
FLOORING YOUR WAY Specialty Medicine	116 N. Lafayette STE. B	Sharon Scottins	<i>Sharon Scottins</i>
Phillips Travel Service	110 N. Lafayette	Kristen Phillips	<i>Kristen Phillips</i>
Auriel Jewelry Design	108 N. Lafayette	To bury	
Jarratt Architecture	108 N. Lafayette	Not Open	
Diane's Dollhouse	102 N. Lafayette	Not interested	<i>Some missing</i>
Michelle's Hair Studio	104 N. Lafayette	Michelle Willis	<i>Michelle Willis</i>
Michigan Wealth	127 N. Lafayette	ANISKA HARBOND mayer	<i>Aniska Harbond Mayer</i>

Kathleen - 117 N Lafayette - Not interested

Management Group			
Law Office of Jenelle Velarde	125 N. Lafayette		
Chamber of Commerce	125 N. Lafayette	Chamber	
Quantum Real Estate - Bonnie David	129 N. Lafayette	Closed	
Divine Yoga	105 N. Lafayette	Cheryl Wickham	
POLISH POTTERY AND KATHLEEN'S BEYOND	131 N. Lafayette	DIANE RICHARDSON	Cherie Richardson
Jan's Skin Spa	105 N. Lafayette	And only	
Grande Trunk	105 N. Lafayette	KAREN BACKUS	
Bullet Distributors	107 N. Lafayette	W. Underwood	
South Lyon Herald	101 N. Lafayette	Not interested	
COFFEE CAFE The Tuscan Cafe	101 S. Lafayette	DEECK MASHBURN	
Glazy Days	101 S. Lafayette	Chad Ortine	
Nature's Total Quilt Automotive Supplies	115 W. Lake	Not interested	
Sweet Water Bar & Grill	101 S. Lafayette	Closed	
South Lyon IGA	101 S. Lafayette	Closed	
Dr. Pitak, DDS ^{50k} _{at 3pm 30pm}	110 E. Lake	Arac M. Pitak	Drac M. Pitak
Bob's Barber Styling	111 E. Lake	Robert Pitak	Katya Pitak
Lyon Book Den	116 E. Lake		Jill Pitak
South Lyon Resale Shoppe	120 E. Lake ^{not open}	Not made till 11am Monday	
Lyon Theater ^{opens at 4pm}	126 E. Lake	Holly G. Gendron	Holly Gendron
Craft Worx	134 E. Lake	Closed	

Not open

✓	Lake Street Tavern	134 E. Lake	Not around Management	
✓	Han's Tae Kwan Do	131 E. Lake	Not open	
✓	State Farm Insurance	121 E. Lake	- Ok with it -	
✓	Lake Street Mercantile	115 E. Lake	Not interested	
✓	US Post Office	111 S. Lafayette	Don't use there	

Parking Lot

Not interested



PUMPK-1

OP ID: DR

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/13/2015

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

CONTACT NAME: James W. Campbell**PHONE**
(A/C, No, Ext): 810-632-5161**FAX**
(A/C, No): 810-632-6775**E-MAIL ADDRESS:** Jamescampbell@hartlandinsurance.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Secura Insurance

22543

INSURED Pumpkinfest of the South Lyon
Area
P.O. Box 696
South Lyon, MI 48178

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3224065	06/02/2015	06/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 \$
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			3224065	06/02/2015	06/02/2016	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED 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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured Information, Please see Form CG 2026 04 13 Attached

CERTIFICATE HOLDER**CANCELLATION**

CITYSO3

City of South Lyon
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
James W. Campbell

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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, All Elected and Appointed Officials, All Employees and Volunteers,
All boards, Commissions, and/or Authorities and Board Members, including Employees
and Volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



MEMO

DATE: July 31, 2015
TO: City of South Lyon City Council
FROM: Pumpkinfest of the South Lyon Area Committee
RE: Wells Street closure request for September 25, 2015 from 9am – 12pm

Based on suggestions of SLPD and SLFD the Pumpkinfest of the South Lyon Area Committee is respectfully requesting to close Well Street, from Lake Street to Detroit Street, from 9am to 12pm on September 25, 2015. The reason for the request is for unloading for festival supply trucks and materials. It is the intent to re-open Wells Street at 12pm on September 25th when Lake Street closes to assist in rerouting of traffic.



Closure of Wells Street between Detroit Street and Lake Street from 7am – 12pm (noon)

[illegible]



MEMO

DATE: July 31, 2015
TO: City of South Lyon City Council
FROM: Pumpkinfest of the South Lyon Area
RE: Hold Harmless Clause
Pumpkinfest of the South Lyon Area Festival
September 25th, 26th, & 27th, 2015

To the fullest extent permitted by law Pumpkinfest of 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 the 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.

Scott Black, President
On behalf of the Pumpkinfest of the South Lyon Area Committee

7/31/15

Date



2015 Pumpkinfest of the South Lyon Area Festival Emergency Plan and Festival Information

Festival Dates and Times:

September 25th:

- Setup - Wells Street Lot starting at 8:00am
(requested road closure starting at 12:00 pm).

September 26th:

- 11am to 11:30pm

September 27th:

- 11am to 5:30pm (5:30pm-8pm breakdown & cleanup)

Festival Location:

Downtown South Lyon, Wells Street Parking Lot, and City lot adjacent to the old Sweetwater Bar & Grill

Expected Attendance:

25,000-35,000 (over the entire weekend)

Rain Date:

None

Festival Schedule:

Friday (9/25)

7:00am	Wells Street Parking Lot closure\ (as requested)
12:00pm	Lake Street & Pontiac Trail road closure (as requested)
8:00am – 6pm	Festival Setup
6:30pm	Festival Opens
7:00pm	Entertainment starts at Beer Garten
10:30pm	Last call at Beer Garten
11:00pm	Entertainment ends /Beer Garten closes

Saturday (9/26)

8am	Parade Line Up (along Kay Street and Lillian Street) & Run Registration (at Millennium Middle School)
10am	Parade / Run Starts
11:30am	Festival opens
4:30pm	Admission for Beer Garten – 21+ over (\$5)
9pm	21+ over only inside Beer Garten area
11:30pm	Entertainment ends Beer Garten closed



Sunday (9/27)

11am – 5:30pm

**Festival hours and
Beer Garten Admission (\$5)
Fundraiser for
Operation Injured Soldiers (OIS)
And
Michigan War Dog Memorial (MWDM)**

**5:30pm – 8pm
8pm**

**Cleanup / breakdown
Roads and parking lots re-open**

On Site Event Coordinators:

Scott Black	(248-207-2035)
Kathy Swann	(248-308-4512)
Holly Gerdorn	(248-535-5476)
Shelly Oliveira	(248-719-3298)
Brian Major	(248-613-8322)

Potential Issues

Potential issues that may affect attendees will be addressed in the following manner:

Evacuation:

As advised by City of South Lyon Officials.
PA system at stage for addressing crowd.

Shelter Locations:

Fire station (Whipple Street) in the event of inclement weather.

Event Staff:

Identified with volunteer Pumpkinfest t-shirts
and lanyards with volunteer badges.

Points of contact (see event coordinators above).

Bar Area Manger: t.b.d.

Pre-event communication will include pre-event meeting
and email to all volunteers outlining procedures as noted on the
last page of this document.

Event Cancellation:

As advised by City Officials

Weather Monitoring:

24 Hours Prior	11am Friday, September 25
8 Hours Prior	3am Saturday, September 26
4 Hours Prior	7am Saturday, September 27

Medical Personnel:

HVA and SLFD will be notified of the event and expected
attendance.



HVA and SLFD will be offered the opportunity to be on-site during the event.

Event Access:

(2) points of ingress only (as indicated on the layout plan).

(4) points of egress only (as indicated on the layout plan).

Perimeter access maintained by event staff, volunteers, and security guards with SLPD available as backup, if required.

Attendees will NOT be allowed to bring chairs into the fenced in area or in areas of pedestrian passage.

Table / Chair Arrangement: Loose chairs around rectangular tables outside of the fenced in area, primarily for eating. A select number of rectangular tables as well as bar height round tables will be inside the fenced in area (under the tent).

Occupant Load: To be determined by SLFD. Wrist bands will be numbered and counters will be used to assist in determining capacity.

Emergency Notification:

PA system at main stage and family stage.

Lost and Found:

Items found at the event will be kept at the bar inside the Beer Garten tent. Event coordinators will turn over unclaimed items to the South Lyon Police Department.

Fire Extinguishers:

Three (3) 2A:10BC extinguishers will be provided inside the tent (borrowed from SLFD)

No Smoking:

Smoking **will not** be permitted inside the fenced in area including all tents. Signs will be posted and enforced by security guards.



Staff / Volunteer Briefing
(provided for emergency procedures)

In case of an emergency, call 911 and notify an event coordinator.

Medical Emergency:

- Stay calm and reassure patient
- Avoid any patient movement
- Protect patient from weather
- Relate any medical information to firefighters / paramedics
- Clear pathway for firefighters / paramedics
- Give street location and have someone meet firefighters / paramedics to guide them to patient

Missing Person:

- Notify 911 – follow instructions of 911

Fire

- Know exit locations ahead of time
- Evacuate building or area. Direct visitors to exits
- Move visitors away from / clear area to allow access for the fire department

Suspicious Package:

- Do not touch
- Do not use words which cause panic (i.e. bomb)

Suspicious Person / Violent Act:

- Do not confront person. Do not block person's access to an exit
- Alerts others to situation
- Seek safe shelter if advised – get inside immediately and lock doors

Severe Weather:

- Follow directions of Police or Fire officials
- Direct visitors to shelter: South Lyon Fire Station (Whipple Street) and / or South Lyon Police Department Administration Building (Lake Street)

Evacuation:

- Know exit locations ahead of time
- Direct visitors to nearest exit
- Alert officials of people who may need assistance

If Told to Shelter in Place:

- Get indoors immediately. Stay away from windows and doors.
- Shuts all doors and stay inside until advised by officials that it is safe to leave



Staff / Volunteer Briefing
(provided for emergency procedures)

In case of an emergency, call 911 and notify an event coordinator.

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- Protect patient from weather
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SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
www.southlyonfire.com

TENT / CANOPY / MEMBRANE STRUCTURE PERMIT APPLICATION

Requirements for Temporary Membrane Structures, Tents and Canopies

A temporary permit is required to: Erect or operate an air-supported temporary membrane structure canopy or tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping.

☒ Tent (size ^{SEE} BELOW) ☐ Canopy (size _____) ☐ Membrane/Inflatable Structure

Today's Date: 7/31/15 Applicant Name: SCOTT R. BLACK Applicant Phone: 248-207-2035

Business / Organization Name: ON BEHALF OF PUMPKINFEST
PUMPKINFEST OF THE SOUTH LYON AREA

Address: P.O. BOX 696, SOUTH LYON 48178

Location for permit use: WELLS STREET PARKING LOT & PONTIAC TRAIL

Date(s) requested for permit use: 9/25, 9/26, 9/27

Start time: 8:00 AM (9/25) End Time: 5:30 PM (9/27)

Air-Supported Structure: A structure wherein the shape of the structure is attained by air pressure and occupants of the structure are within the elevated pressure area.

Canopy: A structure, enclosure or shelter constructed of fabric or pliable materials supported by any manner, except by air or the contents it protects, and is open without sidewalls or drops on 75 percent or more of the perimeter.

Tent: A structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

The structure shall be in compliance with Chapter 24 of the 2006 International Fire Code®, including the following items:

1. Gasoline, LP gas, charcoal, candles or other cooking devices or any other unapproved open flame shall not be permitted inside or located within 20 feet of the tent. Tents where cooking is performed shall be separate from other tents by a minimum of 20 feet. A type K extinguisher shall be provided in accordance with 2006 International Fire Code®.
2. A minimum of two 2A:10BC extinguishers are required for 400 - 1000 square feet. Provide one additional extinguisher for each 2,000 square feet. A minimum of one 40BC extinguisher for each generator or transformer.
3. All tents shall be constructed of flame-resistant materials. An affidavit shall be submitted certifying that the flame-resistant process and materials used comply with Section 2406 of the 2006 International Fire Code® and stating the date of treatment and the warranted period of effectiveness of the process. The flame-resistant process shall be in conformance with NFPA 701.

FRAME TENTS - WELLS STREET LOT

• (2) 30' x 70'
(1) 40' x 70'

FRAME TENT - PONTIAC TRAIL

~ Serving Since 1893 ~ • (1) 30' x 80'



SOUTH LYON FIRE DEPARTMENT

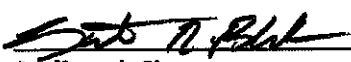
217 Whipple Street, South Lyon, MI 48178

Phone: 248-437-2616 Fax: 248-437-3025

www.southlyonfire.com

4. Electrical wiring shall be in conformance with Article 305 of NFPA 70 and the International Fire Code.
5. Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves an occupant load of 50 or more.
6. Exit signs shall be of an approved self-luminous type or shall be internally or externally illuminated by fixtures supplied in the following manner: 1. Two separate circuits, one of which shall be separate from all other circuits, for occupant loads of 300 or less; or 2. Two separate sources of power, one of which shall be an approved emergency system, shall be provided when the occupant load exceeds 300.
7. A detailed site and floor plan for the temporary structure with an occupant load of more than 50 shall be submitted with this application for approval by the Fire Prevention Bureau. The plan shall indicate details of the means of egress facilities, seating capacity, arrangement of seating and location type of heating and electrical equipment. The arrangement of aisles shall be subject to the approval by the fire code official and shall be maintained clear at all times.
8. Upon receipt and approval of the site and floor plan an occupancy load will be issued by the South Lyon Fire Department. The Fire Chief or his designee may request the current occupant load at any time the structure is open to the public. Therefore an accurate head count shall be maintained.
9. Hay, straw, shavings or similar combustible materials shall not be located within any tent, canopy or membrane structure. The areas within and adjacent to the structure shall be maintained clear of all combustible materials that could create a fire hazard within 20 feet of the structure.
10. Smoking shall not be permitted in tents, canopies or membrane structures. "NO SMOKING" signs shall be conspicuously posted.

An electronic copy of the 2006 International Fire Code® is available at www.southlyonfire.com


Applicant's Signature **ON BEHALF OF THE**
PUMPKINFEST COMMITTEE

7/31/15
Date



Special-Event Emergency Planning Form

- This form is required to be completed for any event that is expected to have over 250 people and is utilizing City of South Lyon streets, parks, parking lots, facilities, or other City owned property.
- This form shall be submitted to the South Lyon Fire Department – Fire Chief (217 Whipple Street, South Lyon, MI 48178) at least two weeks prior to the event. A layout of the event must be included. This layout shall include tent sizes, barrier locations and sizes, etc.
- The Fire Chief and / or Police Chief will communicate with the Event Coordinator 24-hours prior to the event to discuss the potential for severe weather and to review any final details.
- A debrief will occur within 30-days of the event. This debrief may occur via phone, email, or in person. The method of debrief will be determined by the Fire Chief and / or Police Chief.
- A uniform member of the South Lyon Fire Department or South Lyon Police Department has the ability to shut down a special event at any time if there is a concern for public safety.

Name of Event: PUMPKINFEST OF THE SOUTH LYON AREA Expected Attendance: 25K - 35K

Type of Event (Sporting, Festival, Live Performance/Music/Concert, Political Rally, Speaker, Other):

COMMUNITY FESTIVAL WITH LIVE PERFORMANCES AND MUSIC

Event Location: DOWNTOWN SOUTH LYON AND WELLS STREET PARKING LOT

Event Date: 9/25 - 9/27 Rain Date (if applicable): NONE

Start Time: 6pm on 9/25 Anticipated End Time: 5:30pm on 9/27

	Name	Cell	Time Period In-Charge
Event Coordinator (primary)	<u>SCOTT BLACK</u>	<u>248-207-2035</u>	<u>9/25 - 9/27</u>
Event Coordinator (secondary)	<u>HOLLY GERDMAN</u>	<u>248-535-5476</u>	<u>9/25 - 9/27</u>
Event Coordinator (tertiary)	<u>KATHY SWAN</u>	<u>248-308-4512</u>	<u>9/25 - 9/27</u>

*If the Event Coordinator (primary) will be on site for the entire event, there is not a need to complete the additional positions. An Event Coordinator must be designated for the entire time period of the event. If there are more than three coordinators, please attach a schedule to this form.

Potential issues impacting attendees/participants (check all that may apply)

Severe / Unusual Weather: ☒ Full facility capacity: ☒ Attendees with restricted mobility: ☒

Protest or acts of civil disobedience: ☐ High-profile guest(s): ☐

Other (Indicate): ☐

Please describe how the below issues will be addressed.



Special-Event Emergency Planning Form

How will the number of visitors within a confirmed area be counted / tracked? Who will perform this function?

NUMBERED WRISTBANDS WILL BE ISSUED AND TRACKED BY THE
EVENT COORDINATORS

How will event staff be identified and / or credentialed?

VOLUNTEERS WILL WEAR PUMPKIN FEST SHIRTS AND LANYARDS DURING SHIFTS

Where are severe weather shelter locations (if applicable)?

SOUTH LYON FIRE STATION (WHIPPLE STREET) & SLPD ADMINISTRATION BUILDING
(LAKE STREET)

Will first aid be provided on-site? If "yes", by who and where will they be located?

SLPD (CORNER OF PONTIAC TRAIL & LAKE STREET)

Where will be the lost and found located at?

AT THE BAR INSIDE THE BEER GARDEN TENT

Who will be responsible for turning over unclaimed items to the South Lyon Police Dept?

EVENT COORDINATORS



Special-Event Emergency Planning Form

Staff Briefing

It is the Event Coordinator's responsibility to ensure all staff receive a briefing prior to their assignment on the below emergency procedures. All personnel should stay attentive to hazards, guests who may need assistance and unsafe actions. Report anything unusual or suspicious to proper personnel.

In Case of an Emergency, call 911 and notify the Event Coordinator.

Medical Emergency

- Stay calm and reassure patient.
- Avoid any patient movement.
- Protect patient from the weather.
- Relate any medical information to the Firefighters / Paramedics.
- Clear a pathway for the Firefighters / Paramedics.
- Give a street location and have someone meet the Firefighters / Paramedics to guide them to the victim.

Missing Person

- Notify 911 – follow instructions of 911.

Fire

- Know exit locations ahead of time - Evacuate building/area - direct visitors to exits - alert officials to people who may need assistance.
- Move visitors away from the area to follow access for the fire department.

Suspicious Package

- Do not touch - call 911 and notify the Event Coordinator – DO NOT USE WORDS WHICH CAUSE PANIC i.e. BOMB – follow instructions of Police.

Suspicious Person/Violent Act

- Do not physically confront the person and do not block person's access to an exit – Call 911 and provide as much information as possible – Alert others to the danger - Follow instructions of Police - If told to seek safe shelter, get inside immediately and lock doors (shelters listed below)

Severe Weather

- Pay attention to weather conditions - if instructed, direct visitors to indoor shelter locations (see below) - stay away from windows and doors – report any injuries or damage

Emergency Evacuation

- Know exit locations ahead of time - direct and assist visitors to exit in a calm and orderly fashion – visitors should use nearest exit – alert official to people who may need assistance

If Told to Shelter in Place

- Get indoors immediately (shelter locations listed below) - Shut and lock all doors and windows and stay away from windows and doors - Stay inside until informed it is safe to go outside - Follow instructions of emergency personnel.

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 Pumpkinfest Downtown Event from September 25, 2015 until September 27, 2015 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 12:00 p.m. on September 25, 2015 until 8:00 p.m. on September 27, 2015.

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 August 24, 2015, 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 #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Pumpkinfest Parade

EXPLANATION OF TOPIC: A request was received for a permit for the Pumpkinfest Parade and associated road closures planned for September 26, 2015 from 10:00 a.m. to 11:30 a.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Parade application, map, certificate of insurance, Road Closure Approval form

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

RECOMMENDATION: Approve the requested closures.

SUGGESTED MOTION: 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 permit to conduct the Pumpkinfest Parade on September 26, 2015 at 10:00 a.m. and the related street closures:

Pontiac Trail from 9 Mile Road to Liberty Street; West Liberty St. from Lafayette to Warren St.; Warren St. from West Liberty St. to Bartlett Elementary School

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.



SOUTH LYON POLICE DEPARTMENT

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

PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: 8-5-15

Requested Date of Event: 9/26/15

Applicant / Contact's Name: Phil Weigert on behalf of Pumpkinfest PH #: 248 4861100

Applicant Address: c/o 400 S. Lafayette 48178 OR P.O. BOX 696 SOUTH LYON MI 48178

Business / Organizations Name (if Applicable): Pumpkinfest of the South Lyon Area, Inc.

Bus. Ph#: 248 207 2035 Bus. Address: P.O. BOX 696 S. Lyon 48178

President/CEO (Responsible for Event): Scott Black Direct Ph#: 248 207 2035

Parade START Time: 10 a.m. p.m.

Parade END Time: 11:30 a.m. p.m.

Approximate Number of PERSONS: _____ Organization Names: SEE ATTACHED

Appx 80-120 FLOATS 300-700 PARTICIPANTS

Approximate Number of VEHICLES: 60 Types of Vehicles: CARS, TRUCKS,

TRAILERS, SCOOTERS, GOLF CARTS etc...

Approximate Number of ANIMALS: 4 SPECIFIC Animals: possibly 4

horses and some dogs in leashes.

Amount of space to be maintained between and /all units in Parade: 20-30 feet

Route to be traveled (Include Street Names and Turning Directions): _____

SEE attached parade route.

[Signature]
Applicant's SIGNATURE

[Signature]
Responsible Party's SIGNATURE

APPROVED [] DENIED []

Lloyd T. Collins, Chief of Police

[illegible]

Park

Chennai

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law the Pumpkinfest of the South Lyon Area, a non-profit corporation 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.

8-5-15

Pumpkinfest of the South Lyon Area,
a non-profit corporation


Scott Black, President

ADDITIONAL INFORMATION

Similar to the Parade of 2014, the following additional information is provided:

- 1) Appx. 8-12 volunteers will be stationed at the Church of Christ to assist in Drop Off and Parking-ALONG WITH SIGNAGE.
- 2) Appx. 4-8 volunteers will be positioned at Lyon Trail to assist in providing direction on set-up.
- 3) Orange cones/barrels will be placed at driveways along parade route along with 25-30 volunteers will be used and stationed at the driveways along the parade route to keep traffic out.
- 4) South Lyon Police and Oakland County Sheriff's Department will assist along the parade route in their respective jurisdictions.
- 5) Appx. 4-8 volunteers will be at the end of the parade route to assist in giving direction for ending the parade.
- 6) Lyon Township Approved the Parade at their 8/3/15 Meeting, but minutes are not yet available.
- 7) Lyon Trail Homeowner's approved via e-mail. See attached.

Subj: **RE: Pumpkinfest**
Date: 7/19/2015 6:40:27 PM Eastern Daylight Time
From: scnichener@sbcglobal.net
To: piweipert@aol.com
CC: soldabe@comcast.net, jlshooter@comcast.net, garyv@vsrtech.com, todd.korpi@comcast.net

Phil,

Our HOA Board met last week and discussed the upcoming Pumpkinfest Parade. We enjoy having the parade in our sub, but as you stated, there were some things that need to be handled a little better. The school busses in the sub caused some issues for our residents and we need better coordination of traffic with one-way flow if possible. You have permission from Lyon Trail HOA Board to stage the parade in our sub contingent upon the following.

- Insurance
- No Busses in the sub

Let me know if you have any questions. Thanks!!!

Regards,

Stan Michener



CERTIFICATE OF LIABILITY INSURANCE

PUMPK-1 OP ID: DR
DATE (MM/DD/YYYY)
08/13/2015

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	CONTACT NAME: James W. Campbell	FAX (A/C, No): 810-632-6775	
	PHONE (A/C, No, Ext): 810-632-5161	E-MAIL ADDRESS: jamescampbell@hartlandinsurance.com	
INSURED Pumpkinfest of the South Lyon Area P.O. Box 696 South Lyon, MI 48178	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Secura Insurance		22543
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: #1
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3224065	06/02/2015	06/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
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			3224065	06/02/2015	06/02/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	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				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Information, Please see Form CG 2026 04 13 Attached

CERTIFICATE HOLDER City of South Lyon 335 S Warren St. South Lyon, MI 48178	CITYSO3	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
--	---------	--

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, All Elected and Appointed Officials, All Employees and Volunteers,
All boards, Commissions, and/or Authorities and Board Members, including Employees
and Volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

GENERAL LIABILITY WRAP

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the coverages provided in this Endorsement. This Endorsement is applicable only to those premises described in the Declarations.

A.	NON-OWNED WATERCRAFT	1
B.	NON-OWNED AIRCRAFT HIRED WITH CREW	1
C.	DAMAGE TO PREMISES RENTED TO YOU	1
D.	PERSONAL AND ADVERTISING INJURY - BROAD FORM	2
E.	MEDICAL PAYMENTS INCREASED LIMIT	2
F.	SUPPLEMENTARY PAYMENTS INCREASED LIMITS	2
G.	NEWLY FORMED OR ACQUIRED ORGANIZATIONS	2
H.	ADDITIONAL INSURED - BUILDING OWNER	2
I.	ADDITIONAL INSURED BY CONTRACT	2
J.	DUTIES AFTER LOSS REDEFINED	3
K.	BODILY INJURY REDEFINED	3
L.	UNINTENTIONAL FAILURE TO DISCLOSE	3

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

A. NON-OWNED WATERCRAFT

- SECTION I, COVERAGE A, 2. Exclusions, g. Aircraft, Auto or Watercraft, Paragraph (2) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

- This coverage applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

B. NON-OWNED AIRCRAFT HIRED WITH CREW

- SECTION I, COVERAGE A, 2. Exclusions, g. Aircraft, Auto or Watercraft, does not apply to an aircraft that is:

a. Not owned by any insured; and

b. Hired or chartered by, or loaned to you, with a paid crew for the sole use of transporting your "employees."

- This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent, or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

C. DAMAGE TO PREMISES RENTED TO YOU

SECTION I, COVERAGE A, 2. Exclusions, j. Damage to Property, is amended to remove the limitation that the property be rented to you for a period of 7 or fewer days. Coverage applies when the premises is rented to you or temporarily occupied by you with the permission of the owner.

D. PERSONAL AND ADVERTISING INJURY - BROAD FORM

1. SECTION I, COVERAGE B, 2. Exclusions, e. Contractual Liability, is deleted.
2. The following is added to the "Personal and Advertising Injury" definition:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) You;
 - (b) Any of your officers, directors, stockholders, partners, managers, or members.
 - (2) Not directly or indirectly related to the employment, prospective employment or termination of employmen of any person or persons by any insured.

E. MEDICAL PAYMENTS INCREASED LIMIT

If Medical Expense Payments coverage applies:

1. SECTION I, COVERAGE C MEDICAL PAYMENTS, is amended as follows:

The reporting period as shown in paragraph 1.a.(2) of the Insuring Agreement, is amended to be reported within three years of the date of accident, in lieu of one year.
2. The Medical Expense Limit shown in the Limits of Insurance section of the Declarations of the Commercial General Liability Coverage Part is increased to \$10,000.

F. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

In SECTION I, SUPPLEMENTARY PAYMENTS - COVERAGES A and B, is amended as follows:

1. Item 1.b., the cost of bail bonds is changed to \$2,500; and
2. Item 1.d., actual loss of earnings is changed to \$500 a day.

G. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II -- WHO IS AN INSURED, paragraph 4.(a), 90th day is changed to 180th day.

H. ADDITIONAL INSURED - BUILDING OWNER

SECTION II, WHO IS AN INSURED is amended to include as an additional insured the owner, manager, or lessor of premises but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you subject to the following additional exclusions.

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

I. ADDITIONAL INSURED BY CONTRACT

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - (3) The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

J. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Notice of Occurrence or an Offense

- a. The requirement in SECTION IV, CONDITIONS, 2.a. that you must see to it that we are notified of an "occurrence" or an offense only applies when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

2. Notice of claim or suit

- a. The requirement in SECTION IV, CONDITIONS, 2.b. that you must see to it that we receive notice of a claim or "suit" applies only when the claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

K. BODILY INJURY REDEFINED

The definition of "Bodily injury" in SECTION V -- DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

L. UNINTENTIONAL FAILURE TO DISCLOSE

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omissions to us as soon as practicable after its discovery.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



CERTIFICATE OF LIABILITY INSURANCE

PUMPK-1 * OP ID: DR

DATE (MM/DD/YYYY)

08/13/2015

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.

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PRODUCER
Hartland Insurance Agency Inc.
PO Box 129
Hartland, MI 48353-0129
James W. Campbell

CONTACT NAME: James W. Campbell
PHONE (A/C, No, Ext): 810-632-5161 FAX (A/C, No): 810-632-6775
E-MAIL ADDRESS: jamescampbell@hartlandinsurance.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Secura Insurance 22543

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Pumpkifest of the South Lyon
Area
P.O. Box 696
South Lyon, MI 48178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: #1

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 SUER INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	3224065	06/02/2015	06/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 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		3224065	06/02/2015	06/02/2016	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 \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	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 <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured See Form #CGT1000 attached

CERTIFICATE HOLDER

SOUTH L3

South Lyon Community Schools
22727 Griswold Rd.
South Lyon, MI 48178-9707

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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CERTIFICATE OF LIABILITY INSURANCE

PUMPK-1 OP ID: DR

DATE (MM/DD/YYYY)

08/13/2015

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PRODUCER
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PO Box 129
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James W. Campbell

CONTACT NAME: James W. Campbell
PHONE (A/C, No, Ext): 810-632-5161 FAX (A/C, No): 810-632-6775
E-MAIL ADDRESS: jamescampbell@hartlandinsurance.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Secura Insurance 22543

INSURED
Pumpkinfest of the South Lyon
Area
P.O. Box 696
South Lyon, MI 48178

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	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				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured see form #CGT1000 attached.

CERTIFICATE HOLDER

SOUTHLS

South Lyon Church of Christ
21860 Pontiac Trail
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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CERTIFICATE OF LIABILITY INSURANCE

PUMPK-1

OP ID: DR

DATE (MM/DD/YYYY)

08/13/2015

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PRODUCER Hartland Insurance Agency Inc. PO Box 129 Hartland, MI 48353-0129 James W. Campbell		CONTACT NAME: James W. Campbell PHONE (A/C, No, Ext): 810-632-5161 FAX (A/C, No): 810-632-6775 E-MAIL ADDRESS: jamescampbell@hartlandinsurance.com		
INSURED Pumpkinfest of the South Lyon Area P.O. Box 696 South Lyon, MI 48178		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Secura Insurance		22543
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: #1**

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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED 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 <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured see form #CGT1000 attached.

CERTIFICATE HOLDER**CANCELLATION****CHARTSL**

Charter Township of Lyon
58000 Grand River
New Hudson, MI 48165

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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CERTIFICATE OF LIABILITY INSURANCE

PUMPK-1

QP ID: DR

DATE (MM/DD/YYYY)

08/13/2015

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PRODUCER
Hartland Insurance Agency Inc.
PO Box 129
Hartland, MI 48353-0129
James W. Campbell

CONTACT NAME: James W. Campbell
PHONE (A/C, No. Ext): 810-632-5161 FAX (A/C, No): 810-632-6775
E-MAIL: jamescampbell@hartlandinsurance.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Secura Insurance	22543
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Pumpkinfest of the South Lyon
Area
P.O. Box 696
South Lyon, MI 48178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: #1

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Additional Insured see form #CGT1000 attached.

CERTIFICATE HOLDER

LYONTRA

Lyon Trail Homeowners
Association
P.O. Box 884
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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PUMPK-1 * OP ID: DR

DATE (MM/DD/YYYY)

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PRODUCER
Hartland Insurance Agency Inc.
PO Box 129
Hartland, MI 48363-0129
James W. Campbell

CONTACT NAME: James W. Campbell
PHONE (A/C, No, Ext): 810-632-5161 FAX (A/C, No): 810-632-6775
E-MAIL ADDRESS: jamescampbell@hartlandinsurance.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Secura Insurance

22543

INSURER B:

INSURER C:

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INSURER E:

INSURER F:

INSURED Pumpkifest of the South Lyon
Area
P.O. Box 696
South Lyon, MI 48178

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured see form #CGT1000 attached.

CERTIFICATE HOLDER

CANCELLATION

OAKLA17

Oakland County Parks
and Recreation Commission
2800 Watkins Lake Rd.
Waterford, MI 48328-1917

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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CERTIFICATE OF LIABILITY INSURANCE

PUMPK-1

OP ID: DR

DATE (MM/DD/YYYY)

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INSURED Pumpkinfest of the South Lyon Area P.O. Box 696 South Lyon, MI 48178	INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22543

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: #1

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

RE: Pumpkinfest Event, September 25th, 26th, & 27th

Additional Insured see form #CGT1000 attached.

CERTIFICATE HOLDER MCKINL1 McKinley, Inc & 546-644 North Lafayette Street LLC Lisa York 320 N Main St Ann Arbor, MI 48104	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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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 15 2011**

PUMPKINFEST OF THE SOUTH LYON AREA
PO BOX 696
SOUTH LYON, MI 48178-0696

Employer Identification Number:
27-2577920
DLN:
17053348309020
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 13, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

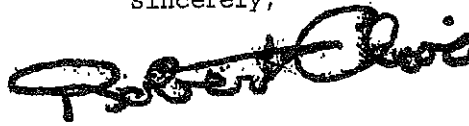
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

PUMPKINFEST OF THE SOUTH LYON AREA

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Choi", with a stylized flourish at the end.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

S.L. H.S. CHOIR
S.L. H.S. CHOIR
S.L. H.S. CHOIR

Colonial Acres Veterans
Colonial Acres Veterans

Anthony Abbate
Anthony Abbate

Nate Briggs-Classic Car

S.L. MatCats
S.L. Matcats
S.L. MatCats

Family Life Church
Family Life Church

Spirit Sanctus Academy
Spirit

Myron Nims 57 T-Bird

Roper-Model T & A
Roper
Roper

Daisy Troop 71369
Daisy Troop 71369

American Dance
American Dance
American Dance

VACANT/UNASSIGNED #1

SLHS Theatre
SLHS Theatre
SLHS Theatre

Operation Injured Soldiers
Operation Injured Soldiers

Sports Clips

Non-
Exclusive

SAMPLE
List
OF
PARTICIPANTS

Randy Clark
Randy Clark

Sharon Patt
Carl Patt

Singh Homes

Salem/SL LLibrary
Salem/SL LLibrary

Browns Rootbeer

H & R Blaock
H & R Block

VACANT/UNASSIGNED @

Gayles Dance
Gayles Dance
Gayles Dance

Joe Ryzzi
Joe

Ron Lopez-Clasic Car

Browns's Rootbeer

SL Education
SL Education
SL EDucation

Han's Tae Kwon Do

Harmony Acres
Harmony Acres
Harmony Acres

Dairy Queen
Dairy Queen

Happy Feet Learning
Happy Feet Learning

Cub Scouts Pack 39
Cub Scouts

Cub Scout Pack 39

Real Estate One
Real Estate One

Erin Kopkowski-City Council

Girls on the Run
Girls on the Run

SL East Choir
SL East Choir
SL East Choir

Learning Experience

Dance Centre
Dance Centre
Dance Center

Jasper Cantanzaro

SL Unified LaCrosse
SL Unified LaCross

First Merit
First Merit
First Merit

SL East Pom Pom
SL East Pom Pom

Families Against Narcotics
Families Against Narcotics

Evolve Salon
Evolve Salon
Evolve Salon

Dave Douglas 46 Chevy

Nora Smith 48 Ford

Reeds for Judge
Reeds for Judge

Studio Dance

Non
exclusive
List of
Participants

Studio Dance
Studio Dance

SL Aquatics
SL Aquatics
SL Aquatics

Scouts Pack 38
Scouts Pack 38

Motor City Ukes
Tree Town Ukes

Cool Yule
Cool Yule

Scouts Pack 236
Scouts Pack 236

Judge Brian MacKenzie CTE

Centennial & Millenium
Marching Bands
Bands
Marching Bands

Fred Roscoe Classic Car

Joe Piera 32 Ford

Tooth Town
Tooth Town

SL East Band
SL EAst Band
SL East Band

Darnel Tae Kwon Do
Darnel Tae Kwon Do

Michael Smith-Senate CTE

Immanuel Lutheran Church
Immanuel Lutheran
Immanuel Lutheran

Solid Rock Church
Solid Rock Chrch
Solid Rock Church

Hour Kidz Childcare
Hour Kidz
Hour Kidz

Senechal Chiropractic
Senechal

SL Soccer
SL Soccer
SL Soccer

South Lyon Rehab

Stone Depot
Stone Depot

Duncan Disposal

South Lyon Fire

Lyon Twp. FIRE

APPROVAL OF ROAD CLOSURES-

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 permit to conduct the Pumpkinfest Parade on September 26, 2015 at 10:00 a.m. and the related street closures: Pontiac Trail from 9 Mile Road to Liberty Street.

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.

VOTE:

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 _____, 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 #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Pumpkinfest Run

EXPLANATION OF TOPIC: The South Lyon High School Track and Field Team has requested authorization to conduct their annual Pumpkinfest Run at 9:55 a.m. on Saturday, September 26, 2015. The event will be held in conjunction with the Pumpkinfest Parade, and no additional road closures are required.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:
Parade/Demonstration application, memo from Chief Collins

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

RECOMMENDATION: Approve the request.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the application for the Pumpkinfest Run at 9:55 a.m. on Saturday, September 26, 2015.

08/24/15



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

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

Lloyd T. Collins

Chief of Police

PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: Aug 3, 2015

Requested Date of Event: Sept 26, 2015
Aug 3, 2015

Applicant / Contact's Name: Scott Smith

PH #: 248-207-5135

Applicant Address: 9734 Silverside Dr, South Lyon, MI 48178

Business / Organizations Name (if Applicable): South Lyon High School Track Field

Bus. Ph#: 248-573-8150 Bus. Address: 1000 N. Lafayette, South Lyon, MI 48178

President / CEO (Responsible for Event): Scott Smith Direct Ph#: 248-207-5135

Registration starts 8:00 am
Race Parade START Time: 9:55 (a.m./p.m.)

Parade END Time: 11 (a.m./p.m.)

Approximate Number of PERSONS: 300 Organization Names: Runners

Approximate Number of VEHICLES: 4 Types of Vehicles: 2 Bikes / 2 Cars

Approximate Number of ANIMALS: 0 SPECIFIC Animals: _____

Amount of space to be maintained between and /all units in Parade: Small interval between runners

Route to be traveled (Include Street Names and Turning Directions): Start in North Millennium Lot.

Exit onto Pontiac Trail by Bigby Coffee in front of Pumpkin Fest Parade.
Left on Liberty. Left on Washington. Cross McHittie St. into McHittie Park.
Left on bike path. Cross McMana. Continue on bike path and turn left on bike path.
Left on Princeton Dr. Right into Millennium parking lot. Finish on Track.

Scott Smith
Applicant's SIGNATURE

Scott Smith
Responsible Party's SIGNATURE

APPROVED [X]

DENIED []

Lloyd T. Collins 08/19/15
Lloyd T. Collins, Chief of Police

CERTIFICATE OF INSURANCE

Producer

SET SEG

415 W. Kalamazoo Street
Lansing, MI 48933

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured

South Lyon Community Schools

345 S Warren

South Lyon, MI 48178-1358

A MASB-SEG Property/Casualty Pool, Inc.

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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	PC-00474-201411	11/1/14	11/1/15	BI & PD COMBINED OCCURRENCE	\$1,000,000
	[X] Comprehensive Form				BI & PD COMBINED AGGREGATE	N/A
	[X] Premises/Operations				PERSONAL INJURY OCCURRENCE	\$1,000,000
	[X] Incidental Medical Malpractice Coverage				PERSONAL INJURY AGGREGATE	N/A
	[X] Products/Completed Operations					
	[X] Contractual					
	[X] Independent Contractors					
	[X] Broad Form Property Damage					
	[X] Personal Injury					

DESCRIPTION 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 are hereby added as additional insureds but only as respects to the activities performed by or on behalf of the named Insured as it represents the District's Pumpkinfest 5K Run being held September 26, 2015.

CERTIFICATE HOLDER

City of South Lyon
325 South Warren
South Lyon, MI 48178

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Karen Carr
PROPERTY/CASUALTY DEPARTMENT

Date July 29, 2015

CERTIFICATE OF INSURANCE

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Insured South Lyon Community Schools 345 S Warren South Lyon, MI 48178-1358	COMPANIES AFFORDING COVERAGE A MASB-SEG Property/Casualty Pool, Inc.

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	[X] Comprehensive Form					
	[X] Premises/Operations					
	[X] Incidental Medical Malpractice Coverage				BI & PD COMBINED AGGREGATE	N/A
	[X] Products/Completed Operations					
	[X] Contractual				PERSONAL INJURY OCCURRENCE	\$1,000,000
	[X] Independent Contractors					
	[X] Broad Form Property Damage				PERSONAL INJURY AGGREGATE	N/A
	[X] Personal Injury					

DESCRIPTION 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 are hereby added as additional insureds but only as respects to the activities performed by or on behalf of the named Insured as it represents the District's Pumpkinfest 5K Run being held September 26, 2015.

CERTIFICATE HOLDER City of South Lyon 325 South Warren South Lyon, MI 48178	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE

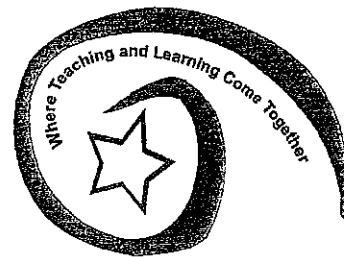


Karen Carr
PROPERTY/CASUALTY DEPARTMENT

Date July 29, 2015

South Lyon Community Schools

345 South Warren • South Lyon, Michigan • 48178



James Graham, RSBA
Assistant Superintendent for Business and Finance
E-mail: grahamj@southlyon.k12.mi.us
Phone: (248) 573-8119
Fax: (248) 437-8136

Event Name: Witch's Hat Run (9/12/2015)
Event Name: Pumpkinfest Run (9/26/2015)

To Whom It May Concern:

To the fullest extent permitted by law, South Lyon Community Schools 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 these events.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Graham", is written over a horizontal line.

James Graham
Asst. Supt. For Business and Finance

7/27/15

Date

Mission Statement

In support of our community, the mission of the South Lyon Community Schools is to provide the highest quality educational process so that all students can excel as individuals and become contributing members of society.



SEPTEMBER 26
South Lyon High School Track & Field

Lead the Parade!

- **THE PUMPKINFEST RUN** will lead the Pumpkinfest Parade down Pontiac Trail along a route heavily lined with parade spectators to cheer you on. 55,000 people visit South Lyon for Pumpkinfest!
- **FREE** high quality shirt celebrating the running of the 2015 Pumpkinfest Run will be given to all athletes who register before Sept. 21. Others are based on remaining supply.
- **REFRESHMENTS!!!**
Free cider, donuts, fruit, drinks & bagels provided to all runners after each of the races.
- **AWARDS!!!**
Male and Female Age-Grouped Awards
Three awards per Division.
- **PROCEEDS** from the Pumpkinfest Run support the South Lyon High School Boys & Girls Track & Field Team

5K Run (3.1 Miles)	Registration begins at 8 AM	Race begins at 9:55 AM	Pre-Registration by Sept. 20, 2015 \$25	After Sept. 21 And Race Day \$30
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Awards will be given to the Overall Male & Female and the Masters Male & Female.

Awards will also be three deep for each of the individual age brackets

12 and Under	25-29	45-49	65-69	85+
13-15	30-34	50-54	70-74	
16-19	35-39	55-59	75-79	Overall Male & Female
20-24	40-44	60-64	80-84	Masters Male & Female

The Pumpkinfest Run starts and finishes at Millennium Middle School, South Lyon, MI 48178

Please park in the Pontiac Trail parking lot. The entrance is off of Pontiac Trail by Bigby Coffee. Please, No dogs. Arrive early. The South Lyon Police will be closing Pontiac Trail before 9:30 to prepare for the parade. Traffic will be heavy.

The Pumpkinfest 5K Run

Run Begins 9:55 AM

Saturday, September 26, 2015

Name: _____ (please print neatly) ☐ Male ☐ Female

Address: _____ City _____ State _____ Zip _____

Age as of September 26, 2015 _____ Birthday including year _____

Phone _____ E-Mail _____

Unisex T-Shirt Size:

Sizes: ☐ Youth Small ☐ Youth Medium ☐ Small ☐ Medium ☐ Large ☐ X-Large ☐ XXL

In consideration of the foregoing, I, for myself, my heirs, my executors and administrators, waive and release any and all rights and claims for damages I have against South Lyon Community Schools, the City of South Lyon, and any and all sponsors and their representatives and successors, as a result of my participation in the 2015 Pumpkinfest Run. I attest and verify that I am physically fit and have sufficiently trained for the completion of the event and my medical condition has been verified by a licensed medical doctor. Any picture and times can be used for reporting and promoting. I understand that vehicles will be on the road during this run.

Signature _____

Parent signature (if under 18) _____

Date _____

Mail your entry form and check payable to **South Lyon Track Boosters** to PO Box 17, South Lyon, MI 48178
Registration link to Active.com is available at www.slxc.com/pumpkinfestrun

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Fall Witch's Hat Run

EXPLANATION OF TOPIC: The South Lyon High School Cross Country Team has requested authorization for their annual Fall Witch's Hat Run at 8:30 a.m. on Saturday, September 12, 2015.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Parade/Demonstration Application, Road Closure Approval, Memo from Chief Collins

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

RECOMMENDATION: Approve the request.

SUGGESTED MOTION: Motion by _____, supported by _____ to Resolve 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 Fall Witch's Hat Run on September 12, 2015 and the related road closures:

Eleven Mile Road – East Drive of South Lyon High School to Martindale Road
Martindale Road – Arrow to Eleven Mile Road

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.

08/24/15

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief



Memorandum

To: Lynne Ladner, City Manager

From: Chief Lloyd T. Collins

Subject: 2015 Fall Witch's Hat Run

Date: August 19, 2015

I have received a permit request for the above-mentioned event. I reviewed the proposed route, which is similar to previous years. The event is scheduled to begin at 8:30 a.m. on Saturday, September 12, 2015. It will conclude by 10:30 a.m.

A copy of the application for permit is attached for your information.

The planned event should cause only minimal disruption to normal traffic in the area. The Police Department will provide support for the event, including the requested road closures. The event organizer has agreed to reimburse the city for the cost of police personnel, on overtime, needed to facilitate the road closures.

I am requesting City Council consideration of the requested road closures at the meeting of August 24, 2015.

cc: Lt. Chris Sovik
Chief M. Kennedy, SLFD
Bob Martin, DPW
Lisa Deaton, Clerk/Treasurer

APPROVAL OF ROAD CLOSURES

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 Fall Witch's Hat Run on September 12, 2015 and the related road closures:

Eleven Mile Road – East Drive of South Lyon High School to Martindale Road

Martindale Road – Arrow to Eleven Mile Road

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.

VOTE:

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 August 24, 2015, 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



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

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

Lloyd T. Collins

Chief of Police

Page 1

PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: Aug 3, 2015

Requested Date of Event: Sept 12, 2015
Aug 3, 2015

Applicant / Contact's Name: Scott Smith

PH #: 248-207-5135

Applicant Address: 9734 Silverside Dr., South Lyon, MI 48178

Business / Organizations Name (if Applicable): South Lyon High School Cross Country

Bus. Ph#: 248-573-8150

Bus. Address: 1000 N. Lafayette, South Lyon, MI 48178

President/CEO (Responsible for Event): Scott Smith

Direct Ph#: 248-207-5135

Parade START Time: 8:30 (a.m./p.m.)

Parade END Time: 10:30 (a.m./p.m.)

Approximate Number of PERSONS: 500 Organization Names: Runners

Approximate Number of VEHICLES: 612 Types of Vehicles: 2 Bikes and 2 Curs per race

Approximate Number of ANIMALS: 0 SPECIFIC Animals: _____

Amount of space to be maintained between and /all units in Parade: Not applicable - Runners

Route to be traveled (Include Street Names and Turning Directions): _____

Please see attached page 2

[Signature]
Applicant's SIGNATURE

[Signature]
Responsible Party's SIGNATURE

APPROVED [☒]

DENIED [☐]

[Signature] 08/19/15
Lloyd T. Collins, Chief of Police

Witch's Hat Run Routes (South Lyon Police Permit Application)

8:30 Start End Time about 11 AM 13.1 Mile Race

Start in the South Lyon High School bus loop on the east side of the high school. Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn right on Brick, turn left on Eagle Heights Drive. Turn right (west) on Kestrel Ridge. Turn left (south) on Mill Street. Turn right onto the sidewalk in front of Pete's Tru Value. Turn right on the bike path heading north to Eleven Mile. Cross Eleven Mile. Take the bike path all the way to Travis Rd. Left on Travis Rd, Right on Martindale, Right on Albert and loop out of sub on Annah. Turn left on Martindale. Turn right on Barkley, left on Barkley Drive and take small loop at the end of Barkley. Turn left on Sunridge, Right on Tonester, right on Martindale, right on the bike path (cross Eleven Mile Rd). Left on the sidewalk that borders Eleven Mile up to Eagle Heights Drive. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn right on Brick, turn left on Eagle Heights Drive. Turn right (west) on Kestrel Ridge. Turn left (south) on Mill Street. Turn right onto the sidewalk in front of Pete's Tru Value. Turn right on the bike path heading north up to the bike path spur that heads behind the South Lyon High School baseball fields. End on the bike path spur near Pontiac Trail behind South Lyon High School.

9:30 Start End time about 11 AM 6.2 Mile Run

Start in the South Lyon High School bus loop on the east side of the high school. Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn left on Stoney Dr. Turn Left on Arrow. Turn Left (North) at Martindale (crossing Martindale). Just north of Eleven Mile the runners pick up the bike path that borders Martindale heading North. Turn right on the bike path and take it all the way to Travis. Left on Travis. Left on Martindale. Right on the bike path that heads back to South Lyon High School (crossing Eleven Mile Rd). Turn right onto the bike path spur that heads west behind the baseball diamonds on the south side of South Lyon High School. The run ends on the bike path spur close to Pontiac Trail.

9:35 Start End time about 10:30 AM 3.1 Mile Run/Walk

Start in the South Lyon High School bus loop on the east side of the high school. Turn right (east) onto Eleven Mile Road. Turn right (south) on Eagle Heights Drive. Turn right on Kestrel Ridge. Turn Left on Mill Street. Turn right on the sidewalk in front of Pete's Tru Value. Turn right onto the bike path heading north towards Eleven Mile. Turn left onto the bike path spur that heads west behind the baseball diamonds on the south side of South Lyon High School. The run ends on the bike path spur close to Pontiac Trail.

CERTIFICATE OF INSURANCE

Producer SET SEG 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Insured South Lyon Community Schools 345 S Warren South Lyon, MI 48178-1358	COMPANIES AFFORDING COVERAGE A MASB-SEG Property/Casualty Pool, Inc.
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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-00474-201411	11/1/14	11/1/15	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 N/A \$1,000,000 N/A

DESCRIPTION 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 are hereby added as additional insureds but only as respects to the activities performed by or on behalf of the named Insured as it represents the District's Witch's Hat Run being held September 12, 2015.

CERTIFICATE HOLDER City of South Lyon 325 South Warren South Lyon, MI 48178	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
---	--

AUTHORIZED REPRESENTATIVE Karen Carr PROPERTY/CASUALTY DEPARTMENT	Date July 29, 2015
--	--------------------

CERTIFICATE OF INSURANCE

Producer
SET SEG

415 W. Kalamazoo Street
Lansing, MI 48933

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COMPANIES AFFORDING COVERAGE
Insured
South Lyon Community Schools

345 S Warren
South Lyon, MI 48178-1358

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	[X] Incidental Medical Malpractice Coverage				PERSONAL INJURY AGGREGATE	N/A
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	[X] Contractual					
	[X] Independent Contractors					
	[X] Broad Form Property Damage					
	[X] Personal Injury					

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City of South Lyon
325 South Warren
South Lyon, MI 48178

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AUTHORIZED REPRESENTATIVE

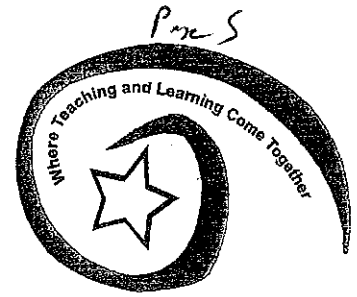

Karen Carr
PROPERTY/CASUALTY DEPARTMENT

Date July 29, 2015

South Lyon Community Schools

345 South Warren • South Lyon, Michigan • 48178

James Graham, RSBA
Assistant Superintendent for Business and Finance
E-mail: grahamj@southlyon.k12.mi.us
Phone: (248) 573-8119
Fax: (248) 437-8136



Event Name: Witch's Hat Run (9/12/2015)
Event Name: Pumpkinfest Run (9/26/2015)

To Whom It May Concern:

To the fullest extent permitted by law, South Lyon Community Schools 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 these events.

Sincerely,

James Graham
Asst. Supt. For Business and Finance

7/27/15
Date

Mission Statement

In support of our community, the mission of the South Lyon Community Schools is to provide the highest quality educational process so that all students can excel as individuals and become contributing members of society.



**5K RUN • 10K RUN • 13.1 MILE
FUN RUN • 5K COMPETITIVE WALK • 5K WALK
CELEBRATING 45 YEARS OF CROSS COUNTRY
IN SOUTH LYON!**

HALF MARATHON! Our second year!

FREE keepsake shirt celebrating the 24th running of the Witch's Hat Run guaranteed to everyone postmarked on or before Sept. 1. After Sept. 1st, shirts are first come only.

REFRESHMENTS!!!

Free bagels, muffins, snow cones, fruit, drinks & other refreshments provided to all runners after each of the races.

AWARDS!!!

Male and Female Age-Grouped Awards Four awards per Division per event. Awards for every Mile Fun Run Runner!

Electronic Timing to Ensure FAST and ACCURATE Results

Mile fun runners are paired with a high school companion

Proceeds from the 2015 Witch's Hat Run will support South Lyon High School & South Lyon EAST High School boys cross country.

High Energy Jazzercise South Lyon Warm Up at 8:50

Type of Race	Registration Begins	Race Begins	Early Registration postmarked by August 15	Pre-Registration postmarked by September 1	Registration after Sept. 1 incl. race day
HALF MARATHON *NEW*	7:15 AM	8:30 AM	\$35.00	\$40.00	\$45.00
5K Run (3.1 Miles)	8:00 AM	9:30 AM	\$23.00	\$27.00	\$30.00
10K Run (6.2 Miles)	8:00 AM	9:30 AM	\$23.00	\$27.00	\$30.00
5K Walk (3.1 Miles) (non-competitive)	8:00 AM	9:30 AM	\$15.00	\$17.00	\$20.00
5K Competitive Walk	8:00 AM	9:30 AM	\$23.00	\$27.00	\$30.00
One Mile Fun Run Ages 7-12	7:45 AM	8:15 AM	\$12.00	\$15.00	\$20.00
Half Mile Fun Run Ages 1-6					

24th ANNUAL WITCH'S HAT RUN

Saturday, September 12, 2015

Name: _____ (please print neatly) ☐ Male ☐ Female

Address: _____ City _____ State _____ Zip _____ Phone _____ E-Mail _____

Age as of Sept. 12, 2015 _____ Birthday including year _____

Unisex T-Shirt Size: ☐ Adult Small ☐ Adult Medium ☐ Adult Large ☐ Adult X-Large ☐ Adult XXL
☐ Youth Small ☐ Youth Medium

Race: ☐ 5K Run ☐ 10K Run ☐ 5K Competitive Walk ☐ 5K Non Competitive Walk* ☐ Fun Run ☐ ½ Marathon
*5K Non Competitive Walk ages and times will not be published, honoring the request of past participants

In consideration of the foregoing, I, for myself, my heirs, my executors and administrators, waive and release any and all rights and claims for damages I have against South Lyon Community Schools, the City of South Lyon, and any and all sponsors and their representatives and successors, as a result of my participation in the 2015 Witch's Hat Run. I attest and verify that I am physically fit and have sufficiently trained for the completion of the event and my medical condition has been verified by a licensed medical doctor. Any picture and times can be used for reporting and promoting. I understand that vehicles will be on the road during this run.

Signature _____

Parent signature (if under 18) _____

Date _____

The Witch's Hat Run starts and finishes at South Lyon High School, 1000 N. Lafayette, South Lyon, MI 48178
Please park in the student parking lot. The entrance is off of Pontiac Trail at the traffic signal. Please, No dogs.

Mail your entry form and check payable to SLXC Boosters, PO Box 17, South Lyon, MI 48178
A registration link to Active.com is available at www.slxc.com/witch

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AGENDA NOTE

New Business: Item

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Clerk/Treasurer

AGENDA TOPIC: Resolution to approve the Agreement with South Lyon Community Schools for use of Bartlett Elementary for polling location for Precincts #2 and #3

EXPLANATION OF TOPIC: Change of polling location for Prct. 2 & 3 from South Lyon Fire Department to Bartlett Elementary School

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resolution to change Elections Precincts #2 and #3 from Fire Hall to Bartlett Elementary School, Supporting Memo from Chief Kennedy and Clerk Deaton

POSSIBLE COURSES OF ACTION: Approve resolution as presented

RECOMMENDATION: Approve resolution as presented

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Resolution to change voting and Election Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School.

MEMORANDUM

TO: City Manager Ladner, Mayor and Council Members

FROM: Lisa Deaton
City Clerk/Treasurer

DATE: August 20, 2015

RE: Election Precinct Move

For many years the City of South Lyon has used the South Lyon Fire Department as a voting location for Precincts #2 and #3. This has always disrupted the daily activities of the Fire Department. Chief Kennedy asked if we could change this for many reasons such as their fire equipment being left running outside in the colder temperatures, as well as parking issues that could affect their response time. We now have an agreement with South Lyon Schools to allow us to use Bartlett Elementary School for Precinct 2 & 3. To inform residents of the change, we will be issuing new Voter Identification Cards to all registered voters in those effected Precincts, there will be a notice on our website, inside City Hall, on the City sign, and I have spoken with Diane from the paper and she will be doing an article on the change as well. As the November Election nears, and she writes more articles regarding candidates, she may mention the change then as well. We will have a notice on the Fire Department door on Election Day in case anyone missed the change. I believe it will be much more comfortable at Bartlett for our voters as well as our Election workers and will make the Election Day process smoother for all involved.

Thank you,
Lisa Deaton
Clerk/Treasurer



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178

Phone: 248-437-2616 Fax: 248-437-3025

southlyonfire.com

MEMORANDUM

TO: City Manager Lynne Ladner

FROM: Fire Chief Mike Kennedy

DATE: August 14, 2015

RE: Election Precinct Move

For the last several years, I have been advocating for the moving of the election precincts from the apparatus bays of the fire station. I am very grateful and appreciative for the work that Lisa Deaton and Tim Wilhelm have completed to make this move a reality.

Reasons for moving the election precincts from the fire station:

- For cold weather months, fire apparatus need to be left running with the fire pumps circulating water for upwards of 16 hours. This is a large expense in diesel fuel and hard on the equipment. Even with running the pumps, we have had several discharges and intakes freeze sitting out in subzero conditions. Our EMS equipment is usually stored in external compartments. Some of this equipment is not designed to freeze, so we have to move this equipment to the crew compartment while sitting outside to prevent from freezing.
- Parking for on-call staff becomes very difficult during gubernatorial and presidential elections, which has led to delays in response times.
- The floor grates pose a trip hazard. We have been careful to cover these with floor mats, but during the day, these mats can move creating a large liability for the city should someone turn an ankle in one of these grates.
- We have had fires and other serious emergencies during elections. We encounter major logistical issues after these incidents in doing items such as filling our air bottles, cleaning equipment, and loading hose.
- SLFD staff need to be paid to come in at 5:30 AM to pull out apparatus and stay until usually 9:30 PM to pull in the apparatus. Due to the complexity of some elections, this time period can go later in the evenings. We staff the station the entire time the station is left open to ensure a presence for security and safety.
- With the addition of day shift staff, we have personnel conducting official business during the weekday. The election creates a significant impact on our facilities and staff to do their job.
- In a survey of the 41 other Oakland County fire chiefs, SLFD is the only department that still has election precincts in the fire station apparatus bays. Many fire departments had done this historically, but we are the only ones with this current arrangement.

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

RESOLUTION NO. __-2015

**RESOLUTION TO CHANGE VOTING AND ELECTION PRECINCTS #2 AND
#3 FROM THE CITY FIRE HALL TO BARTLETT ELEMENTARY SCHOOL**

WHEREAS, State of Michigan Election Law Act 116 of 1954, MCL 168.662, requires that the legislative body in each city designate or prescribe the place or places of holding an election for the city;

WHEREAS, Michigan election law requires that the legislative body in each city provide a suitable polling place in or for each precinct located in the city;

WHEREAS, the location for City of South Lyon Voting and Election Precincts #2 and #3 has been the City Fire Hall located at 217 Whipple Street, South Lyon, Michigan;

WHEREAS, during an election, to accommodate the use of the City Fire Hall as an voting precinct, the Fire Department must move fire vehicles and apparatus out of the building during election hours which exposes the equipment to the elements and requires temporary changes to Fire Department operations which is inconvenient for the City;

WHEREAS, opportunity to move Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School located at 350 School Street, South Lyon, Michigan, has presented itself;

WHEREAS, moving the location of Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School would provide a more convenient location in the same area for voters and the City;

WHEREAS, this change in polling locations is being made at least sixty (60) days before the next election to occur on November 3, 2015 as required by law;

WHEREAS, the City Clerk office has presented a plan to notify voters of the polling location change utilizing local media and mailing new voter identification cards as required by law; and

WHEREAS, based on a recommendation from the City Clerk, the South Lyon City Council East Lansing desires to change the polling location for Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School located 350 School Street, South Lyon, Michigan:

NOW, THEREFORE, BE IT RESOLVED, that the South Lyon City Council hereby changes and move the location of City of South Lyon Voting and Election Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School located at 350 School Street, South Lyon, Michigan; and

BE IT FURTHER RESOLVED, that the City Clerk shall immediately notify the registered electors in Precincts #2 and #3 of the polling location change and take any other steps required by law to effectuate the change.

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

Ayes:

Nays:

Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ____ day of _____, 2015.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on _____, _____, 2015.

Lisa Deaton
City Clerk
South Lyon

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Demolition Bids – 390 Lafayette.

EXPLANATION OF TOPIC: I was directed to place out to bid the property at 390 Lafayette for Demolition as a blighted and unsafe structure. Due to the complexities of bidding a property for demolition that we are still in the process of finalizing the acquisition process (title paperwork is still being completed) and the legal requirements due to the potential for lead paint and asbestos remediation as the building was constructed in 1940 the bid submission deadline is 2 pm on Friday the 21st. Once the deadline has passed any and all bids will be opened and an amendment to the packet with those bids will be delivered to the Council.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Demolition bids to be delivered as an addendum after the submission deadline.

POSSIBLE COURSES OF ACTION: Accept the lowest responsible bidder for the project, table the bids based to allow for further consideration of the remediation costs and seek to have an environmental specialist review the bids to ensure that the city is protected from potential fines related to possible hazardous waste disposal from the demolition materials. Reject all bids and rebid the project allowing a more reasonable time frame for the contractors to schedule a walk-through of the building to make sure that the bids the City obtains are both reasonable and the lowest best bids for the project.

RECOMMENDATION: Reject all bids, slow down the process, re-advertise the bidding process after title work on the building is completed, run the process with an new issue date of August 26, 2015 with all contractors seeking to walk through the structure to set up appointments with the Ordinance Officer to take place on Sept. 1st, 2nd and 3rd with final bid submission to be returned as sealed bids by 12:00 pm (noon) Sept. 9, 2015 for a decision at the Sept. 14 council meeting with the city to issue a Notice to Proceed on the project no later than Sept. 21, 2015.

SUGGESTED MOTION: Motion by _____, supported by _____ to reject all bids and rebid the demolition project..

08/10/15

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: City Manager

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SUGGESTED MOTION: Motion by _____, supported by _____ to reject all bids and rebid the demolition project..

08/10/15

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: Councilman Joe Rzyzi

AGENDA TOPIC: Consider resolution supporting reasonable and sustainable tree trimming practices by DTE.

EXPLANATION OF TOPIC: As was discussed at the public meeting on Aug. 19 and by the Council at the Aug 10th meeting the City has a reasonable expectation that DTE energy will utilize and maintain reasonable and sustainable tree removal and tree trimming practices while ensuring safe and reliable power to the residents of the South Lyon area.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: DTE Powerpoint from Public meeting and City Resolution

POSSIBLE COURSES OF ACTION: Adopt resolution supporting reasonable and sustainable tree trimming practices.

RECOMMENDATION: adopt the attached resolution

SUGGESTED MOTION: Motion by _____, supported by _____ to approve resolution supporting reasonable and sustainable tree trimming practices.

08/10/15



DTE Energy®

**2015 Tree Trimming
City of South Lyon**

August 19th, 2015

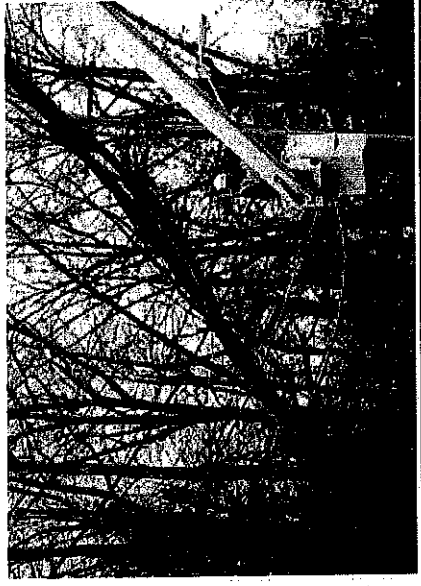
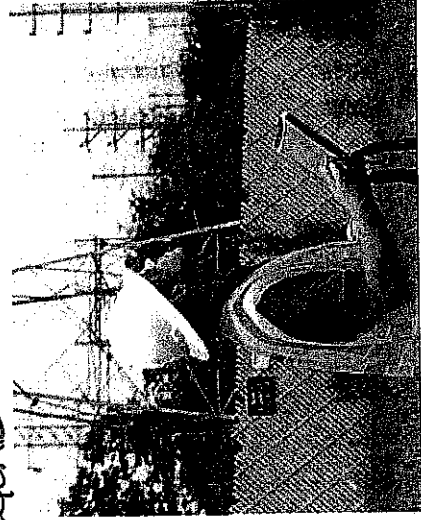
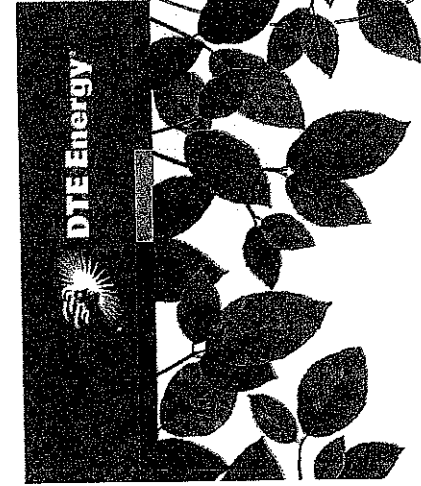
The Tree Trimming processes are designed to ensure that we DTE Energy effectively communicate and collaborate with the community and customer every step of the way



Time Frame	8 - 12 weeks	2 - 7 weeks	Start → Finish	1 - 4 weeks
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- Action**
- TT plan initiation
 - Government & community outreach
 - Senior Leader communication
 - Media communication
 - Letters & phone calls to customer
 - Pre-planners in the field
 - Planners communicating with customers & planning vegetation work
 - Pre-planners hang pre-job door hangers
 - DTE hard hats in the field: Engineering Interns, Arborist, Planners, VM Supervisor, VM Manager
 - TT Contractors execute plan
 - Hang post job door hangers
 - TT Auditor Audits work
 - TT audit completed
 - Execute and Customer Satisfaction survey
 - Communicate final status to government and community officials

BADGE HAND HAT



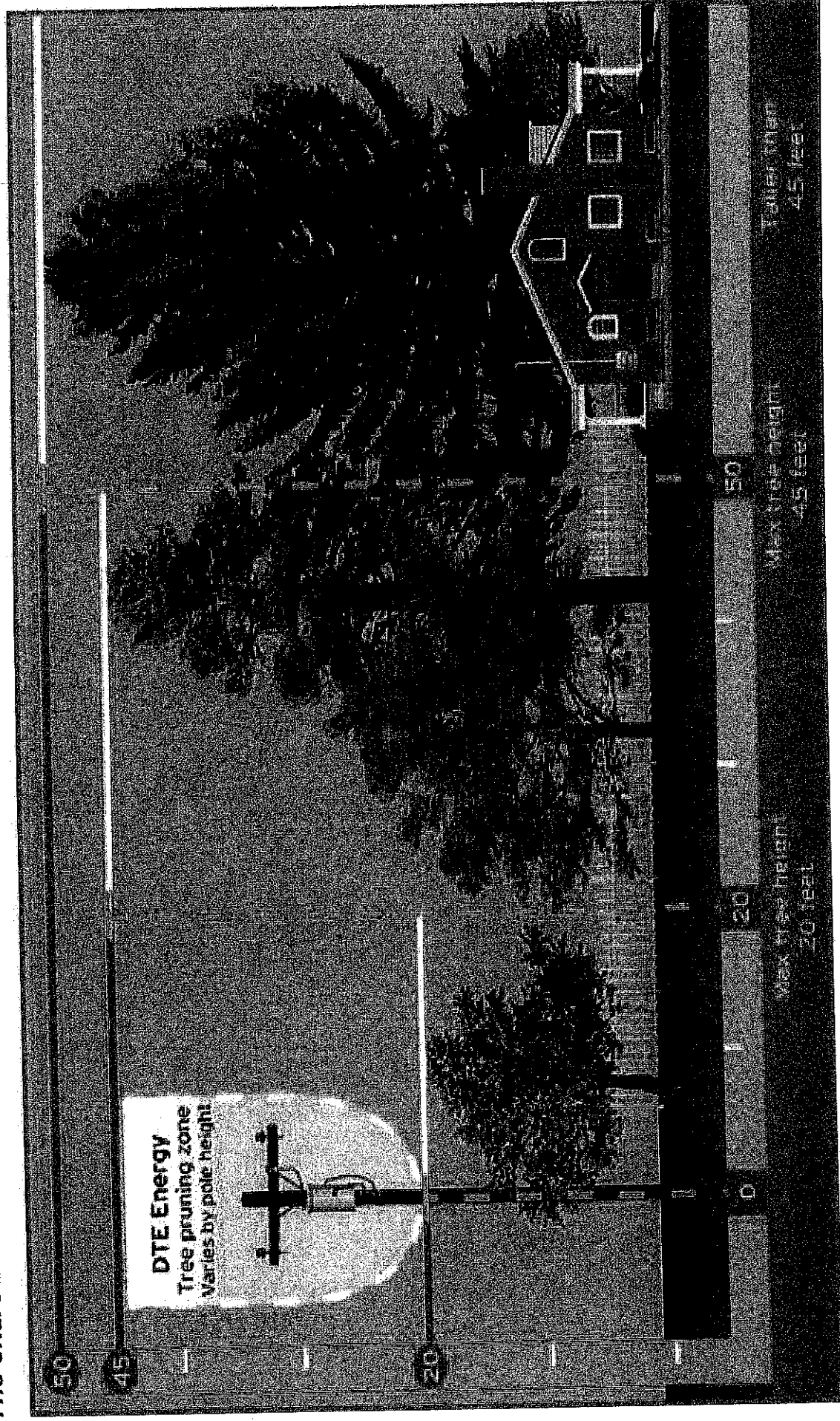
Definitely recognizable

GPS - to log trees + 1000 MARKETS AT BASE

PLANT THE RIGHT TREE IN THE RIGHT PLACE

You don't have to choose between having beautiful trees and reliable electricity. You can have both. The secret is to remember that trees branch outward and upward as they grow. By planting only low-growing trees near power lines, you can avoid the possibility of your tree interfering with overhead electrical power lines in the future.

The chart below shows the proper planting distances.



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

RESOLUTION NO. __-2015

**A RESOLUTION URGING DTE ENERGY TO IMPLEMENT A RESPONSIBLE
TREE TRIMMING AND VEGETATION MANAGEMENT PROGRAM**

Whereas, electric service in South Lyon is provided by DTE Energy; and

Whereas, DTE Energy has received a directive from the Michigan Public Service Commission (MPSC) to implement a new and more aggressive tree trimming and vegetation management program in 2015 to reduce the number of power outages caused by falling trees and branches near power lines;

Whereas, if implemented as in other communities, DTE Energy's new tree trimming and vegetation management plan could result in drastic tree removal and a loss of numerous mature trees and other vegetation within the city;

Whereas, while the South Lyon City Council recognizes the need for the community to have reliable electric service, it also places high value on its existing tree canopy and other vegetation, which is vital in maintaining South Lyon's Tree City USA designation and adds character and property values of South Lyon; and

Whereas, the South Lyon City Council believes that while appropriate measures need to be taken by DTE Energy to reduce possible impediments from maintaining reliable electric service by keeping the power lines running through the city clear from trees and branches, such efforts should be done in coordination with each respective community and the affected owners and occupants in order to prevent the unnecessary loss of existing canopy; and

Whereas, the South Lyon City Council is further concerned that the substantial removal of trees and other vegetation results in unremoved branches, stumps and other related debris, which not only gives a blighted appearance, but exacerbates the visual impact to the area;

Whereas, the South Lyon City Council has communicated its concerns related to the DTE Energy's tree trimming and vegetation management program and offered recommendations to DTE Energy to develop a program that is less drastic; and

Now Therefore, Be It Resolved, the South Lyon City Council urges DTE Energy to initiate a careful review and analysis of what is reasonable and necessary to provide sustainable power and incorporate the following comments into consideration:

Any tree removal or trimming techniques should err on the side of minimizing the removal of any trees, shrubs, groundcover under lines that do not threaten power lines or have the characteristics that would allow them to grow and interfere with the overhead lines.

DTE Energy shall continue to adhere to the established professional tree trimming standards.

DTE Energy shall contact the City of South Lyon not less than 15-days before work is planned to begin to review the proposed trimming and/or removal schedules in order to determine an appropriate arrangement for each respective site.

DTE Energy shall be required to make provisions for the replacement of trees and other vegetation that they remove from public property.

DTE Energy must secure the appropriate consents, approvals and/or authorizations for work to be done on private property and outside of any easements.

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

Ayes:

Nays:

Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ____day of _____, 2015.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on _____, 2015.

Lisa Deaton
City Clerk
South Lyon

PRESENT: COMMISSIONERS:

NAYS: COMMISSIONERS:

ABSENT: COMMISSIONERS:

RESOLUTION DECLARED ADOPTED:

Tedd Wallace, Mayor

CERTIFICATION

The forgoing resolution was certified at a regular meeting of the City Council of the City of South Lyon held on August 24, 2015.

Lisa Deaton, City Clerk

AGENDA NOTE

New Business: Item #

MEETING DATE: August 24, 2015

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Discussion Item: How do we resolve continued use of streets in the Eagle Heights subdivision by Heavy Truck traffic for the construction of the Knolls subdivision

EXPLANATION OF TOPIC: City Councilmembers continue to receive after the fact reports and pictures of heavy truck traffic traveling through the Eagle Heights subdivision purportedly to deliver goods to the developing Knolls subdivision. This continues to be a contentious issue for the home owners, has the potential to cause damage to the streets in the area based upon the weight of the trucks and is an inconvenience to the homeowners.

The issue however is that by the time the local residents contact a council member after the truck has traveled through the area, the council member then has to contact a member of the City Staff whether it be the City Manager or the Police Chief and the incident which could have resulted in a traffic citation and fine for the truck driver and the related trucking company no longer is in occurrence and cannot be prosecuted. The most recent incident in which a picture was included, neither the street signs indicating where in the City the truck was located nor the vehicle license tag were legible which made this a case that in a city that has industrial businesses located in the City Limits is not proof that could in my opinion hold up in court.

I am not making excuses for the developer or the trucking companies but if the residents encounter a situation where a vehicle that they believe is driving through their subdivision whether it be Eagle Heights or any of our City subdivisions the fastest and best way to resolve the issue is to contact the police department. Their non-emergency number for which this would be the case is 248-437-1773. An officer can be dispatched to the area to resolve the issue and if warranted issue a traffic citation.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Further education of the public that when they see what traffic infraction of this type – heavy truck traffic traveling through a restricted residential area they need to contact the police department for resolution not delay the resolution by adding multiple levels of communication contact that may not be readily available to respond to the issue immediately.

RECOMMENDATION: Further resident education

SUGGESTED MOTION: Action not needed by the council at this time, future action can be considered if necessary.

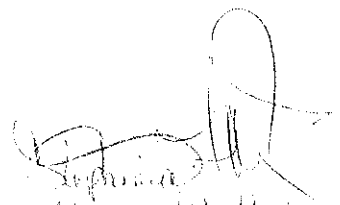
08/10/15

8-17-2015

Chief Collins and Lieutenant Serik,

I would like to thank you and the entire South Lyon Police Department for your high level of Excellence!!! Your entire team are very professional and you all made us, at Vibe Credit Union, feel safe and secure. Your rapid response and follow-up led to the successful capture of the bank robber and I can't thank you enough!!! You should be proud of yourselves and your awesome team.

...you deserve thanking!


Stephanie
Vibe Credit Union
South Lyon Branch