

Regular City Council Meeting

June 27, 2016

Agenda

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

I. Old Business – None

II. New Business-

- 1. Consider appointment of Acting City Manager**
- 2. Consider approval of Budget Amendments**
- 3. Consider approval of the resolution to Temporary Suspend Enforcement of Parts of City's Mobile Food Vending Ordinance**
- 4. Consider approval of the resolution to amend Mobile Food Vending Application and License Fees**
- 5. Consider approval of the First Reading of Amendment to Mobile Food Vending Ordinance 13-16**
- 6. Consider suspending enforcement indefinitely of the Mobile Food Vending Ordinance Article 9, Section 22-279 through 22-279 with respect to private property only**
- 7. Consider approval of ASTI Environmental's Proposal for Services related to Restrictive Covenant Evaluation for 128 S. Lafayette**
- 8. Consider approval of negotiated annexation agreement for Tax I.D 21-30-126-001**
- 9. Consider approval of Oakland County Law Enforcement Mutual Aid Agreement**
- 10. Consider approval of temporary outdoor service for Witch's Hat "Fury for a Feast" event**

III. Discussion- Downtown

IV. Manager's Report-

V. Council Comments-

VI. Closed Session to discuss collective bargaining negotiations and strategy as allowed under MCL 15.268 (c)

VII. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
JUNE 13, 2016

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

PRESENT: Mayor Galeas
Council Members: Dedakis, Kivell, Kramer, Kurtzweil, Rzyzi and Wedell
ALSO PRESENT: City Attorney Wilhelm, Chief Collins, Department Head Martin and Clerk/Treasurer Deaton
ABSENT: City Manager Ladner

MINUTES

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

CM 6-1-16 MOTION TO APPROVE MINUTES

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

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

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

APPROVAL OF AGENDA

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

6/13/16

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

Motion by Kivell, supported by Dedakis

Motion to remove the items regarding the Pumpkinfest road closures but to replace with a discussion item regarding Pumpkinfest

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Doreen Hannon of the Salem South Lyon Library stated she would like to let everyone know they are kicking off the summer reading program on June 16th from 5:00 to 6:30 p.m. She encourages all to participate and it is very important to keep the children reading during the summer months. She further stated they are having a bond fire because they have been able to pay off the 2 ½ million dollar bond debt. Ms. Hannon stated they have been having community conversations and they listen to all in the community and they try to address any concerns or issues they can at the library. She further stated they will now have Sunday hours from September through June from 1:00 p.m. to 5:00 p.m. Ms. Hannon stated the Library has applied to partner with the grant foundation center and people now have the ability to search through the grant databases at the Library.

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

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

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

OLD BUSINESS

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

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

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

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

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

Motion by Kivell, supported by Wedell

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

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

MOTION CARRIED

2. Discussion- Mobile food trucks

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

Councilmember Kramer stated this is actually how government is supposed to work. We make decisions, get feedback and discuss it again and make changes if necessary. He doesn't understand the anger and ranting and

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

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

Motion by Kurtzweil, supported by Rzyzi

Motion to suspend food truck enforcement for food trucks on private property

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

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

Motion by Rzyzi, supported by Kurtzweil

Motion to add food truck ordinance to the agenda as an actionable item

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

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

VOTE: MOTION CARRIED 1-OPPOSED

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

Motion by Kurtzweil, supported by Rzyzi

Motion to suspend the current food truck ordinance in regards to private property includes fees

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

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

MOTION FAILED

NEW BUSINESS

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

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

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

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

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

Motion by Kivell, supported by Rzyzi

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

VOTE: MOTION CARRIED UNANIMOUSLY

3. Pumpkinfest- Discussion

Councilmember Kivell stated he contacted a representative of Pumpkinfest because Derek was not allowed to have a food vendor in the parking lot of his business at the coffee shop last year and Derek was hoping to participate this year. He stated he did not receive an answer except for the letter that was sent to all of Council that he read at the beginning of the meeting. He stated it is outrageous that someone cannot have a vendor on his own private property unless they have the permission of the Pumpkinfest committee. Pumpkinfest receives nothing from the food vendors; therefore he doesn't understand why a local business can't have their own food vendors on their property. Councilmember Ryzyi stated he agrees that a private business owner should be allowed to have food vendors on their private property regardless if there is an event happening in the same town. Mayor Galeas stated Chad Lindsay followed the current ordinance and has a vendor license, but he is being told he cannot participate in Pumpkinfest and that doesn't seem right. He further stated he believes Pumpkinfest should include our local businesses if they want to participate. He further stated the Pumpkinfest is a great event and many people enjoy it. Chief Collins stated the mobile food ordinance does state another mobile food vendor cannot set up within 500 feet from a special event. Councilmember Kurtzweil stated once again, she is for private property rights and they should be able to have whomever they want on their business property. The special event people need to understand they have been given special privilege to use public property and she is against private property owners being told they cannot do business on their property.

4. Consider agreement with South Lyon Area Youth Assistance Program

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

Motion by Kurtzweil, supported by Kramer

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

Motion by Kurtzweil, supported by Wedell

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

Motion by Kurtzweil, supported by Kramer

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

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

Motion by Kivell, supported by Dedakis

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

Motion by Kramer, supported by Ryzyi

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

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

Motion by Kivell, supported by Dedakis

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

VOTE:

MOTION CARRIED UNANIMOUSLY

DISCUSSION- Downtown

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

MANAGERS REPORT- None

COUNCIL COMMENTS-

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

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

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

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

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

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

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

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

ADJOURNMENT

CM 6-12-16 MOTION TO ADJOURN

Motion by Kramer, supported by Kurtzweil

Motion to adjourn meeting at 10:35 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor John Galeas

Lisa Deaton Clerk/Treasurer

AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Council

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

EXPLANATION OF TOPIC:

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

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Charter Section 6.1(d)

POSSIBLE COURSES OF ACTION:

RECOMMENDATION:

SUGGESTED MOTION:

CHAPTER 6

THE ADMINISTRATIVE SERVICE

CITY MANAGER:

Section 6.1

- (a) On or before July 1, 1973, the Mayor and City Council shall appoint a City Manager in accordance with the provisions of this Charter. For the period prior to the effective date of this provision, the Mayor with the approval of the Council, shall designate certain of the appointive City employees or officials to carry out the duties as prescribed for the several offices as outlined in this Charter, excluding the position of City Manager.
- (b) In the event that the Mayor and Council determine to appoint a City Manager under the provisions of this Charter, and previous to July 1, 1973, they may do so by a majority vote of the Council elect, thereby establishing the position of City Manager as outlined in this Charter just as if the date of July 1, 1973 had been reached and provisions herein made effective and conclusive.
- (c) ~~The City Manager shall be the Chief Administrative officer of the City government. He shall be selected by the Council on the basis of training and ability. He shall serve at the pleasure of, and be subject to removal by the Council, but he shall not be removed from office during a period of sixty (60) days following any regular City election except by the affirmative vote of four members of the Council. His compensation shall be set by the Council.~~
- (c) The City Manager shall be the Chief Administrative officer of the City government. The Council on the basis of training and ability shall select him. He shall serve at the pleasure of, and be subject to removal by the Council, but he shall not be removed from office during a period of sixty (60) days following any regular City election except by the affirmative vote of six (6) members of the Council. The Council shall set his compensation.

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

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

FUNCTIONS AND DUTIES:

Section 6.2

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

AGENDA NOTE

MEETING DATE: June 27, 2016

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

AGENDA TOPIC: Budget Amendments

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

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

POSSIBLE COURSES OF ACTION: Approve/Reject the proposed amendments

RECOMMENDATION: Approve the amendments as proposed

SUGGESTED MOTION: Motion by _____, supported by

06/27/16

15/16 Amendments

General Fund Revenues

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

Overall increase in revenues is \$227,705

Overall increase in expenditures is \$34,924

New decrease in fund balance is \$637,525. It was a decrease of \$830,306 before the amendments

General Fund Expenditures

Cemetery

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

Fire

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

Parks & Rec

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

Cable Commission

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

Major Street Revenues

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

Major Street Expenditures

Accountant

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

Construction

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

Street Routine Maintenance

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

Traffic Services

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

Snow Plowing

478-740 Operating—Increase of \$6,950 due to high cost of road salt (\$33,368.14)

478-940 Equipment Charges—Decrease of \$12,500 because the transfer was not budgeted in Equipment Replacement

Snow Removal

479-702 Wages/Salaries—Decrease of \$2,053 as there wasn't a lot of removal from the downtown

479-720 Fringes—Decrease of \$879 see above

Transfer Between Funds

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

Storm Sewer

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

Local Street Revenues

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

Local Street Expenditures

Accountant

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

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

Street Routine Maintenance

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

Traffic Services

474-702 Wages—Increase of \$1,000 due to higher need of DPW labor

474-715 Fringes—Increase of \$500 due to higher wages

Storm Sewer

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

Perpetual Care

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

Capital Improvement

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

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

Land Acquisition

931 Building Maint.—Increase of \$37,023 due to demolition of 390 S. Lafayette

971 Land—Increase of \$59,518 due to purchase of 390 S. Lafayette

Water & Sewer

Sewer Repair

801 Professional Service—Increase of \$14,000 due to HRC fees for the Dorothy Street Sanitary Sewer repair

930 Repair Maintenance—Increase of \$50,600 due to Pontiac Trail sewer main repair

Refuse Collection

818.100 Refuse Collection—Increase of \$11,425 due to the ever changing usage

101 GENERAL FUND REVENUES						
Amended 06/27/2016		Audit	Adopted	Amended	Proposed	Proposed
Revenue	Description	2013-2014	2014-2015	2014-2015	2015-2016	2016-2017
	TAXES					
402	Current Property Tax (10.3212)	3,285,774	3,054,581	3,054,581	3,543,100	3,166,145
423	Mobile Home Park	936	920	920	920	920
444	Service fee in lieu of taxes		1,500	1,500	1,500	1,500
446	Penalties and interest	8,622	30,000	30,000	10,525	30,000
	Total	3,295,332	3,087,001	3,087,001	3,556,045	3,198,565
451	LICENSES & PERMITS	186,312	132,000	132,000	150,000	150,000
	Total	186,312	132,000	132,000	150,000	150,000
	INTERGOVERNMENTAL REVENUES					
570	State Shared Revenues	895,521	927,113	927,113	954,210	954,210
570-1	State Shared Revenues-Mid Decade					
571	Federal Grant-DNR					
	Total	895,521	927,113	927,113	954,210	954,210
	CHARGES FOR SERVICES					
630	Property Tax Admin Fees	91,502	92,047	92,047	92,047	92,047
634	Grave Openings & Foundations	28,320	30,000	30,000	30,000	30,000
635	W & S Administration					
668.4	Property Rentals	10,604	8,800	8,800	8,800	8,800
668-3	Lease-Antenna	41,507	50,000	50,000	50,000	50,000
668-2	Property Rental-Cable	144,284	144,900	144,900	144,000	144,000
	Total	316,217	325,747	325,747	324,847	324,847
	FINES & FORFEITURES					
661	Parking Violations	2,815	4,000	4,000	1,500	2,500
662	Local Court Fines	24,752	25,000	25,000	25,000	25,000
	Total	27,567	29,000	29,000	26,500	27,500
	MISCELLANEOUS REVENUES					
642	Police Miscellaneous	37,098			49,480	
664	Interest Income	6,409	8,600	8,600	6,000	6,000
669-209	Contribution-Perpetual Care	53,234	98,700	98,700	-	20,000
675.6	Donations to Cultural Arts Comm	1,035		6	1,000	1,000
699	Transfer from other Funds		33,160	33,160		
692	Grant Money					
698	Miscellaneous	145,100	160,000	160,000	183,700	125,000
698.2	Proceeds from Long-term					
698.6	Grant Monies - Fire Dept.	1,348			22,315	
	Grant Monies - Police Dept.					
	Total	244,224	300,460	300,466	213,015	152,000
	TOTAL REVENUES	4,965,173	4,801,321	4,801,327	5,224,617	4,807,122
	BEGINNING FUND BALANCE	3,599,208	3,462,775	3,462,775	3,497,496	2,859,971
	TOTAL REVENUES AVAILABL	8,564,381	8,264,096	8,264,102	8,722,113	7,667,093
	TOTAL EXPENDITURES	4,991,105	5,015,640	4,995,325	5,862,142	5,232,343
	ENDING FUND BALANCE	3,573,276	3,248,456	3,268,777	2,859,971	2,434,750
Note: Significant fund balance reduction from 2014-2015 to 2015-2016 is due to planned expenditures of						

\$550,000 cash for a new fire truck, \$57,789 in software and website expenditures, a reduction of \$78,000 in transfers from the Perpetual Care fund due to lower fund balances, and overall increased costs for wages and fringes in admin and DPW for filling empty positions in 2015 and transitioning from full-time to part-time the Community Development director along with other negotiated increases per CBA's.		

GENERAL FUND OPERATION						
SUMMARY OF EXPENDITURES						
Amended 06/27/2016						
Expenditure	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
200	Administration	1,129,339	1,172,443	1,155,943	1,268,692	1,179,647
276	Cemetery	75,877	98,700	98,700	106,740	97,860
295	Public Transportation	67,008	70,360	70,360	72,480	73,920
300	Police	2,257,255	2,322,597	2,322,597	2,451,146	2,471,435
335	Fire	532,487	507,130	507,130	955,073	483,130
346	Ambulance	2,187	2,075	2,075	2,075	2,075
440	Public Works	785,888	685,170	685,170	806,725	788,525
690	Parks & Recreation	109,935	126,015	126,015	158,785	131,310
732	Historical	24,767	26,300	26,300	30,275	350
800	Cable	-	-	-	8,401	2,641
802	Cultural Arts	6,362	4,850	1,035	1,750	1,450
	Transfers to other funds					
	Contingencies					
	Totals	4,991,105	5,015,640	4,995,325	5,862,142	5,232,343

101-276 GENERAL FUND OPERATION						
CEMETERY						
Amended 06/27/2016						
		Audit	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2013-2014	2014-2015	2014-2015	2015-2016	2016-2017
702	Wages/Salaries	50,271	60,100	60,100	64,800	58,000
715-720	Fringe Benefits	8,071	12,500	12,500	10,100	11,200
740	Operating Expense	8,737	5,800	5,800	7,800	8,000
801	Professional Services		700	700	700	725
802	Contractual Services		1,650	1,650	2,200	2,200
853	Telephone		50	50		
860	Gas & Oil		2,100	2,100	2,100	2,100
910	Insurance & Bonds	512	500	500	525	525
920	Utilities	442	600	600	600	600
930	Repairs & Maintenance	1,758	2,500	2,500	2,000	2,100
940	Equipment Charges		4,200	4,200	3,600	3,810
940-1	Equipment Rental	4,200				
970	Capital Outlay	1,492				
974	Land Improvements		2,000	2,000	6,915	3,000
977	Equipment Purchases	394	6,000	6,000	5,400	5,600
	TOTAL	75,877	98,700	98,700	106,740	97,860

101-335 GENERAL FUND OPERATION						
FIRE						
Amended 06/27/2016						
		Audit	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2013-2014	2014-2015	2014-2015	2015-2016	2016-2017
702	Wages/Salaries	220,487	220,000	220,000	228,800	233,376
712	S.L. Firefighters Assc.					
715-720	Fringe Benefits	20,552	21,000	21,000	21,840	22,714
721	Uniforms & Cleaning Allowance	23,111	21,000	21,000	16,000	16,640
727	Office Supplies	4,835	4,700	4,700	5,000	5,200
740	Operating Expense	8,816	7,000	7,000	12,000	12,480
801	Professional Services					
802	Contractual Services		33,000	33,000	35,000	36,400
820	Computers	4,216	10,150	10,150	2,500	2,500
830	Memberships & Dues	6,477	5,250	5,250	5,250	5,460
850	Communications/Dispatch					
851	Radio Maintenance	1,404	2,000	2,000	2,000	2,000
853	Telephone	2,135	1,700	1,700	2,250	2,340
860	Gas & Oil	9,152	10,000	10,000	10,000	10,400
863	Vehicle Maintenance	20,598	20,000	20,000	33,600	23,920
880	Community Promotions	1,001	1,100	1,100	1,200	1,200
910	Insurance & Bonds	18,355	19,000	19,000	20,000	20,800
920	Utilities	11,288	12,000	12,000	12,250	12,740
930	Repairs & Maintenance	6,033	4,000	4,000	4,000	4,160
931	Building Maintenance	10,065	5,650	5,650	11,500	7,500
944	Hydrant Rental	2,500	2,500	2,500	2,500	2,500
957	Education/Training	56,110	16,000	16,000	20,000	20,800
970	Capital Outlay		6,700	6,700		
977	Equipment Purchases	32,249	12,500	12,500	30,700	10,000
978	Capital Equipment				478,683	30,000
978-1	Transfer to Equipment Fund					
990	Debt-Principal	66,963	69,389	69,389		
995	Debt-Interest	6,140	2,491	2,491		
	TOTAL	532,487	507,130	507,130	955,073	483,130

101-690 GENERAL FUND OPERATION						
PARKS & RECREATION						
Amended 06/27/2016						
		Audit	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2013-2014	2014-2015	2014-2015	2015-2016	2016-2017
702	Wages/Salaries	50,122	57,640	57,640	76,000	58,000
715	Fringe Benefits	15,530	20,000	20,000	23,000	18,000
740	Operating Expense	10,324	3,200	3,200	8,400	8,400
801	Professional Services	14,012	9,400	9,400	15,500	10,600
860	Gas & Oil		4,500	4,500	5,600	5,800
880	Community Promotions	888	700	700	800	825
910	Insurance & Bonds	751	750	750	760	760
920	Utilities	762	1,700	1,700	1,400	1,400
930	Repairs & Maintenance	6,398	9,000	9,000	7,800	8,000
940	Equipment Charges		11,025	11,025	11,025	11,025
940-1	Equipment Rental	11,025				
962	Miscellaneous Expense	123	600	600	1,000	1,000
977	Equipment Purchases		1,000	1,000	1,000	1,000
978	Capital Improvements		6,500	6,500	6,500	6,500
	TOTAL	109,935	126,015	126,015	158,785	131,310

101-800 GENERAL FUND OPERATION						
Cable Commission						
Amended 06/27/2016						
		Audit	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2013-2014	2014-2015	2014-2015	2015-2016	2016-2017
702	Wages/Salaries					
715-20	Fringe Benefits					
740	Operating Expense					
801	Professional Services				1,360	1,360
802	Contractual Services					
807	Auditor					
880	Community Promotion					
900	Printing/Publishing					
962	Miscellaneous Expense				281	281
970	Capital Expenditure				6,760	1,000
	TOTAL	-	-	-	8,401	2,641

202 MAJOR STREETS OPERATIONS						
REVENUES						
Amended 06/27/2016						
Revenue	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
569	Federal Grant					
574	State Shared Rev Gas & Wgt Tax	399,961	386,000	386,000	405,785	405,785
664	Interest Income	6,587	900	900	900	900
669-200	Metro Authority		24,300	24,300	25,000	25,000
676-101	Contribution-General Fund					
676-401	Contribution-Capitol Improvement				0	
694	Other Revenue-Tri Party					137,000
698	Sundry					
699	Transfers In					
	TOTAL REVENUES	406,548	411,200	411,200	431,685	568,685
	BEGINNING FUND BALANCE	706,804	825,661	825,661	874,291	1,029,665
	TOTAL REVENUES AVAILABLE	1,113,352	1,236,861	1,236,861	1,305,976	1,598,350
	TOTAL EXPENDITURES	287,691	358,970	362,570	276,311	404,173
	ENDING FUND BALANCE	825,661	877,891	874,291	1,029,665	1,194,177

202 MAJOR STREETS OPERATION					
EXPENDITURES					
Amended 06/27/2016		Audit	Adopted	Amended	Proposed
Expenditure	Description	2013-2014	2014-2015	2014-2015	Proposed 2015-2016
212	Accountant				
801	Professional Service	3,500	3,500	3,500	4,080
	SUBTOTAL	3,500	3,500	3,500	4,080
451	Street Construction				
801	Professional Services (HRC) Pont	196		3,600	453
802	Contractual Services (9 Mile Rd.)				
802-100	Contractual Services (Warren St.)				
802-200	Contractual Services Tri-Party (8 Mile)				
	SUBTOTAL	196	-	3,600	453
463	Street Routine Maintenance				
702	Wages/Salaries	52,426	89,760	89,760	80,000
715-720	Fringe Benefits	23,465	36,000	36,000	34,000
740	Operating Expense	617	2,000	2,000	2,000
801	Professional Services				
910	Insurance & Bonds	46	60	60	60
930	Repair & Maintenance	9,340	14,500	14,500	34,500
940	Equipment Charges	19,775	13,000	13,000	15,000
940-100	Equipment Rental Charge				
	SUBTOTAL	105,669	155,320	155,320	165,560
474	Traffic Services				
702	Wages/Salaries	1,155	2,500	2,500	1,800
715-720	Fringe Benefits	545	1,600	1,600	1,300
740	Operating Expense	1,826	3,300	3,300	2,800
924	Traffic Signals	4,504	8,000	8,000	8,200
	SUBTOTAL	8,030	15,400	15,400	14,100
478	Snow Plowing				
702	Wages/Salaries	30,114	23,000	23,000	24,000
715-720	Fringe Benefits	13,146	15,000	15,000	15,000
740	Operating Expense	34,848	33,300	33,300	41,000
930	Repair & Maintenance				
940	Equipment Charges	6,775	13,550	13,550	0
	SUBTOTAL	84,883	84,850	84,850	80,000
479	SNOW REMOVAL				
702	Wages/Salaries	2,700	2,500	2,500	447
715-720	Fringe Benefits	1,227	1,200	1,200	321
	SUBTOTAL	3,927	3,700	3,700	768
485	TRANSFER BETWEEN FUNDS				
969-203	Contribution-Local Streets	69,000	89,000	89,000	0
	SUBTOTAL	69,000	89,000	89,000	0
491	Storm Sewer				
702	Wages/Salaries	3,732	3,200	3,200	3,200
715-720	Fringe Benefits	1,636	1,600	1,600	1,650
740	Operating Expense	7,118	2,400	2,400	6,500
	SUBTOTAL	12,486	7,200	7,200	11,350
	TOTAL EXPENDITURES	287,691	358,970	362,570	276,311
					404,173

203 LOCAL STREET OPERATIONS						
REVENUES						
Amended 06/27/2016						
Revenue	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
574	Gas & Wgt. Tax	172,338	165,000	165,000	178,244	178,244
626-100	Major & Local Misc. Revenue					
664	Interest Income	29,758	50	50	50	50
676-101	Contribution-General Fund					
676-202	Contribution Major Street	69,000	89,000	89,000	146,113	146,113
676-401	Contribution-Capitol Improvement				0	
694	Other Revenue-Tri Party					
698	Proceeds from Sale of Bonds					
	TOTAL	271,096	254,050	254,050	324,407	324,407
	BEGINNING FUND BALANCE	118,879	200,471	200,471	221,126	297,498
	TOTAL REVENUES AVAILABLE	389,975	454,521	454,521	545,533	621,905
	TOTAL EXPENDITURES	189,504	233,395	233,395	248,035	232,495
	ENDING FUND BALANCE	200,471	221,126	221,126	297,498	389,410

203 LOCAL STREET OPERATION						
EXPENDITURES						
Amended 06/27/2016						
Expenditure	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
212	Accountant					
801	Professional Services	3,500	3,500	3,500	4,080	3,500
	SUBTOTAL	3,500	3,500	3,500	4,080	3,500
451	Construction					
801	Professional Services				2,565	
801-220	Pro. Services 12/13 Stanford					
	Pro. Services 12/13 N. Hagadorn					
	Contractual Services-12/13 Streets					
802	Contractual Services	1,111				
	Contract. Services N. Hagadorn					
	SUBTOTAL	1,111	-	-	2,565	-
463	Street Routine Maintenance					
702	Wages/Salaries	52,207	72,500	72,500	72,500	72,500
715-720	Fringe Benefits	22,906	36,000	36,000	36,000	36,000
740	Operating Expense	524	2,000	2,000	2,400	2,400
801	Professional Services					
910	Insurance & Bonds	46	65	65	65	65
930	Repair & Maintenance	4,620	8,600	8,600	14,125	8,600
940	Equipment Charges	22,155	15,480	15,480	15,480	15,480
940-100	Equipment Rental Charges					
	SUBTOTAL	102,458	134,645	134,645	140,570	135,045
474	Traffic Services					
702	Wages/Salaries	1,117	2,000	2,000	3,000	2,000
715-720	Fringe Benefits	503	900	900	1,300	800
740	Operating Expense	2,532	4,500	4,500	3,800	3,800
	SUBTOTAL	4,152	7,400	7,400	8,100	6,600
478	Snow Plowing					
702	Wages/Salaries	29,616	24,000	24,000	24,000	24,000
715-720	Fringe Benefits	12,813	15,000	15,000	14,000	14,000
740	Operating Expense	18,571	22,000	22,000	22,400	22,400
930	Repair & Maintenance					
940	Equipment Charges	6,675	13,350	13,350	13,350	13,350
	SUBTOTAL	67,675	74,350	74,350	73,750	73,750
491	Storm Sewer					
702	Wages/Salaries	3,688	3,500	3,500	3,600	3,600
715-720	Fringe Benefits	1,598	2,000	2,000	2,000	2,000
740	Operating Expense	5,210	6,000	6,000	11,370	6,000
930	Repair & Maintenance	112	2,000	2,000	2,000	2,000
940	Equipment Charges					
	SUBTOTAL	10,608	13,500	13,500	18,970	13,600
	TOTAL EXPENDITURES	189,504	233,395	233,395	248,035	232,495

Amended 06/27/2016

209 CEMETERY PERPETUAL CARE						
Amended 06/27/2016						
Revenue	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
402	Current Property Tax					
446	Penalties & Interest					
646	Sale of Lots	22,970	21,000	21,000	21,000	21,000
664	Interest Income					
	Other Income					
	TOTAL REVENUES	22,970	21,000	21,000	21,000	21,000
Expenditure	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
969-101	Transfer to General Fund	53,234	98,700	98,700	0	20,000
	TOTAL EXPENDITURES	53,234	98,700	98,700	0	20,000
	BEG. FUND BALANCE	711,067	680,803	680,803	603,103	624,103
	TOTAL REVENUES	22,970	21,000	21,000	21,000	21,000
	TOTAL REVENUES AVAILABLE	734,037	701,803	701,803	624,103	645,103
	TOTAL EXPENDITURES	53,234	98,700	98,700	0	20,000
	ENDING FUND BALANCE	680,803	603,103	603,103	624,103	625,103
	In reviewing the Perpetual Care Fund, it would appear that we will deplete the fund in 5-6 years. It was always my understanding that this fund was for a much larger term. Council might want to consider appropriating General Fund Revenues instead.					

401 CAPITAL IMPROVEMENT FUND						
REVENUES						
Amended 06/27/2016						
Revenue	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
402	Current Property Tax (.5838)	47,230	366,236	366,236	189,822	379,612
402-5	Current Property Tax- Treatment Plant					
446	Penalties & Interest					
510	Huron Valley Aid					
571-1	Earmark Federal Aid		89,990	89,990		
566-1	Transporation Enhancement (Urban Design)					
570	State Shared Revenues					
571-4	Federal Grant-S. W. Connector					
571-5	Federal Grant-Pontiac Trail/9 Mile Rd. ¹					
571-001	Federal Grant Comm. Development					
583	Contrib.-Road Comm. Lake Street Tri-Party		73,637	73,637		
664	Interest Income	2,149	5,000	5,000	2,000	2,000
675	Contrib.-Road Comm. Pontiac Trail-Tri-Party					
675-001	Contrib. Road Comm. Southeast Connector					
676-274	Transfer In CDBG					
698-7	DELEG Grant					
	Transfer In					
	TOTAL REVENUES	49,379	534,863	534,863	191,822	381,612
	BEGINNING FUND BALANCE	1,895,218	2,112,372	1,895,218	2,175,405	2,367,227
	TOTAL REVENUES	1,944,597	2,647,235	2,430,081	2,367,227	2,748,839
	TOTAL EXPENDITURES	820,928	254,676	254,676	-	-
	ENDING FUND BALANCE	1,123,669	2,392,559	2,175,405	2,367,227	2,748,839
Notes~						
	3% estimated increase in taxable value					

401 CAPITAL IMPROVEMENT FUND						
EXPENDITURES						
Amended 06/27/2016						
		Audit	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2013-2014	2014-2015	2014-2015	2015-2016	2016-2017
451						
801-001	Prof. Svcs.-CDBG Whipple St. Lot					
801-170	Prof. Svcs.-S. W. Connector					
801-190	Prof. Svcs.-Urban Design Engineering					
801-300	Prof. Svcs.-Police/Fire Parking Lot	25,680	6,326	6,326		
801-002	Prof. Svcs.-Storm Water Master					
801-110	Prof. Svcs.-Lake St. Design Engin	38,363	50,000	50,000		
802-001	Cont. Svcs.-CDBG Whipple St.Lot					
802-110	Cont. Svcs.- Lake Street Project	28,301	34,110	34,110		
802-210	Cont. Svcs.-S.W. Connector	1,156				
802-300	Cont. Svcs.-Police/Fire Parking Lot		30,000	30,000		
802-190	Cont. Svcs.-Earmark Fund		134,240	134,240		
802.4	Contractual Svcs. - DELEG					
969-202	Contribution-Major Streets				0	
969-203	Contribution-Local Streets				0	
969-280	Transfer to DDA					
969-307	Contribution to W.W. Bond D.R.	727,428				
970-000	Parking Lot improvements					
	TOTAL EXPENDITURES	820,928	254,676	254,676	-	-
Note: * The City will only be responsible						
for 18.15% of construction cost.						
MDOT will pay Contractor directly.						

509 LAND ACQUISITION						
Amended 06/27/2016						
Revenue	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
402	Current Property Tax					
446	Penalties & Interest					
570	State Shared Revenues					
664	Interest Income		200	200	200	200
676-101	Transfer in					
698	Miscellaneous Income					
698-4	Proceeds from Sale of Bonds					
668-4	Rental Income	11,138	16,375	16,375	12,000	12,000
	TOTAL REVENUES	11,138	16,575	16,575	12,200	12,200
Expenditure	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
740	Operating Expense	4,020	4,200	4,200	4,200	4,200
971	Land Acquisition				59,518	
	Transfer Out					
931	Building Maintenance	1,070	1,000	1,000	38,023	1,000
995	Debt-Interest					
999	Agent Fees					
	TOTAL EXPENDITURES	5,090	5,200	5,200	101,741	5,200
	BEG. FUND BALANCE	173,195	179,243	179,243	190,618	101,077
	TOTAL REVENUES	11,138	16,575	16,575	12,200	12,200
	TOTAL REVENUES AVAILABLE	184,333	195,818	195,818	202,818	113,277
	TOTAL EXPENDITURES	5,090	5,200	5,200	101,741	5,200
	ENDING FUND BALANCE	179,243	190,618	190,618	101,077	108,077

592 WATER AND SEWER OPERATIONS						
REVENUES						
Amended 06/27/2016						
Revenue	Description	Audit 2013-2014	Adopted 2014-2015	Amended 2014-2015	Proposed 2015-2016	Proposed 2016-2017
370	Tap-In Fees	25,000	25,000	25,000	25,000	25,000
401	Property Tax					
529	Federal Grant Research					
570	State Shared Revenues					
607	Refuse Collection	487,478	498,000	498,000	505,730	507,300
635-1	Fixed Charges	86,204	85,000	85,000	87,000	89,000
640	Analytical System					
642-1	Sale of Wastewater	1,196,524	1,228,384	1,228,384	1,243,384	1,258,384
642-2	Sale of Water	757,434	963,000	963,000	1,020,780	1,082,026
642-3	Tube Mill Treatment Water	135,307	117,914	117,914	134,422	152,542
655	Fines & Forfeitures	38,344	44,000	44,000	44,000	44,000
664	Interest Income	12,570	10,000	10,000	10,000	10,000
668-1	Hydrant Rental	2,500	2,500	2,500	2,500	2,500
672	Inspection - Tap-in	900	4,000	4,000	4,000	4,000
676-641	Contribution - Equip. Replacement.		17,430	17,430	17,430	17,430
676-101	Contribution - General Fund					
694	Other Revenues	21,671	12,000	12,000	13,000	13,000
698-400	Sale of Bonds					
966	Trans-Restricted Assets					
	Trans-Restricted Assets-Debt					
	TOTAL	2,763,932	3,007,228	3,007,228	3,107,246	3,205,182
	BEGINNING FUND BALANCE	7,670,123	7,432,586	7,432,586	7,604,268	7,267,062
	TOTAL REVENUES AVAILABLE	10,434,055	10,439,814	10,439,814	10,711,514	10,472,244
	TOTAL EXPENDITURES	3,651,259	2,835,546	2,835,546	3,444,452	2,979,778
	ENDING FUND BALANCE	6,782,796	7,604,268	7,604,268	7,267,062	7,492,466

592 WATER AND SEWER OPERATIONS						
EXPENDITURES						
Amended 06/27/2016		Audit	Adopted	Amended	Proposed	Proposed
Expenditure	Description	2013-2014	2014-2015	2014-2015	2015-2016	2016-2017
452	Water/Sewer Construction					
801	Professional Service					
801-1	Professional Service -					
802	Contractual Service					
	Contractual Service -Theater Alley					
	Contractual Service -					
	SUBTOTAL		-	-	-	-
556	Water Distribution System					
702	Wages/Salaries	213,183	248,000	248,000	224,000	231,000
715-720	Fringe Benefits	130,379	165,462	165,462	142,000	143,200
721	Uniforms	2,826	3,150	3,150	3,100	3,400
727	Office Supplies	541	1,400	1,400	1,400	1,400
740	Operating Expense	49,332	45,000	45,000	48,000	48,000
801	Professional Service		8,000	8,000	8,000	11,000
801-111	Vulnerability Assessment		1,000	1,000	21,000	1,000
801-211	Wellhead Protection	4,183	4,000	4,000	4,000	4,000
802	Contractual Services	11,015	17,150	17,150	27,683	18,900
807	Auditor	5,380	5,700	5,700	12,000	12,000
820	Computer	418	2,200	2,200	2,000	2,000
830	Memberships & Dues	500	700	700	850	850
853	Telephone	3,019	3,000	3,000	3,100	3,100
860	Gas & Oil	5,402	7,200	7,200	6,500	6,400
861	Transportation/Mileage		250	250	250	250
863	Vehicle Maintenance	8,500	12,000	12,000	16,200	16,500
900	Printing	677	1,000	1,000	1,000	1,000
910	Insurance & Bonds	11,490	9,000	9,000	9,000	9,000
920	Utilities	114,368	112,000	112,000	110,000	111,000
931	Building Maintenance	4,840	46,000	46,000	46,000	47,000
957	Education & Training		3,000	3,000	3,000	3,000
962	Miscellaneous Expense	942	12,000	12,000	11,000	10,000
968	Depreciation Expense	635,795				
969-306	Transfer to Debt Fund		137,000	137,000	288,477	154,000
970	Capital Outlay		53,000	53,000	36,500	36,500
977	Equipment Miscellaneous		5,000	5,000	6,000	4,000
	SUBTOTAL	1,202,790	902,212	902,212	1,031,060	878,500
540	Water Repair					
702	Wages/Salaries	51,046	52,000	52,000	52,000	52,000
715-720	Fringe Benefits	13,047	29,000	29,000	31,200	31,200
740	Operating Expense	5,116	3,000	3,000	5,100	4,000
801	Professional Service	218	1,500	1,500	1,200	1,200
802	Contractual Services	306	500	500	500	500
861	Transportation/Mileage		100	100	100	100
930	Repairs & Maintenance	4,759	22,000	22,000	22,000	22,000
940	Equipment Charges	35,000	35,000	35,000	39,500	39,500
956	Miscellaneous Expense	2,013	6,500	6,500	5,000	5,000
957	Education & Training		1,500	1,500	1,500	1,500
	SUBTOTAL	111,505	151,100	151,100	158,100	157,000

592 WATER AND SEWER OPERATIONS						
EXPENDITURES						
557 Wastewater System						
702	Wages/Salaries	392,438	345,780	345,780	371,780	379,215
715-720	Fringe Benefits	195,682	235,004	235,004	223,068	230,503
721	Uniforms	1,101	2,300	2,300	3,100	3,100
727	Office Supplies	541	1,200	1,200	1,200	1,200
740	Operating Expense	128,377	106,500	106,500	114,000	110,000
801	Professional Service		8,000	8,000	8,000	8,000
802	Contractual Services	25,717	28,000	28,000	42,883	32,000
807	Auditor	8,070	8,100	8,100	10,500	10,500
820	Computer	456	1,500	1,500	1,500	1,500
830	Memberships & Dues	330	500	500	500	500
853	Telephone	3,114	2,800	2,800	3,100	3,200
860	Gas & Oil	10,089	6,500	6,500	6,100	6,100
861	Transportation & Mileage		250	250	250	250
900	Printing	677	800	800	800	800
910	Insurance & Bonds	11,121	10,000	10,000	11,050	11,050
920	Utilities	285,785	237,000	237,000	240,000	240,000
931	Building Maintenance	52,556	92,000	92,000	92,000	92,000
957	Education & Training		3,000	3,000	3,000	3,000
962	Miscellaneous Expense	312	12,000	12,000	12,000	12,000
968	Depreciation Expense	635,795				
969	Transfer to Debt Fund		0	0	278,436	113,860
970	Capital Outlay		56,500	56,500	110,000	40,000
977	Equipment Miscellaneous		10,000	10,000	10,000	10,000
988	Pre-Paid Financial Cost					
998	Replacement Wastewater					
	SUBTOTAL	1,752,161	1,167,734	1,167,734	1,543,267	1,308,778
550 Sanitary Sewer Repair						
702	Wages/Salaries	34,310	55,000	55,000	50,000	50,000
715-720	Fringe Benefits	23,585	20,000	20,000	30,000	30,000
740	Operating Expense	1,546	2,000	2,000	5,000	5,000
801	Professional Services	116	1,000	1,000	15,000	500
802	Contractual Services		500	500	500	500
930	Repairs & Maintenance	8,324	10,500	10,500	65,600	15,000
940	Equipment Charges	29,000	29,000	29,000	38,000	38,000
956	Miscellaneous	3,363	6,500	6,500	6,500	6,500
	SUBTOTAL	100,244	124,500	124,500	210,600	145,500
555 Solid Waste Collection						
818	Refuse Collection	484,559	490,000	490,000	501,425	490,000
	SUBTOTAL	484,559	490,000	490,000	501,425	490,000
	TOTAL	3,651,259	2,835,546	2,835,546	3,444,452	2,979,778

AGENDA NOTE

MEETING DATE: June 27, 2016

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

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

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

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Resolution

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

RECOMMENDATION:

SUGGESTED MOTION: Approve resolution to temporarily suspend enforcement of portions of the City's Mobile Food Vending Ordinance, specifically §§ 22-242 and 22-241(a)(2) pertaining to background checks and investigation of applicants.

RESOLUTION NO. ____-2016

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

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

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

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

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

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

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

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

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

- Section 22-261(j) requiring an indemnity agreement from a mobile food vending sponsor.

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

Ayes:

Nays:

Absent:

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

CERTIFICATION

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

Lisa Deaton
City Clerk
South Lyon

AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA:

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

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

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Resolution

POSSIBLE COURSES OF ACTION:

RECOMMENDATION:

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

- A. Mobile Food Vendor License Application Fee - \$ _____
- B. Mobile Food Vendor Renewal License Application Fee - \$ _____
- C. Mobile Food Vendor License Fee - \$ _____ (per six month license)
- D. Mobile Food Vending Sponsor Application Fee - \$ _____
- E. Mobile Food Vending Sponsor Renewal Application Fee - \$ _____
- F. Mobile Food Vending Sponsor License Fee - \$ _____ (per annual license)

RESOLUTION NO. __-16

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION AMENDING MOBILE FOOD VENDING APPLICATION AND LICENSE
FEES.

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

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

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

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

- a. Mobile Food Vendor License Application fee - \$_____
- b. Mobile Food Vendor License Renewal Application fee - \$_____
- c. Mobile Food Vendor License fee - \$_____ per six-month license period
- d. Mobile Food Vending Sponsor Application fee - \$_____
- e. Mobile Food Vending Sponsor Renewal Application fee - \$_____
- f. Mobile Food Vending Sponsor License fee - \$_____ per annual license period

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

Ayes:

Nays:

Absent:

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

CERTIFICATION

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

Lisa Deaton
City Clerk
South Lyon

RESOLUTION 11-16

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

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

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

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

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

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

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

Ayes: 7

Nays: 0

Absent: 0

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

CERTIFICATION

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

AGENDA NOTE

MEETING DATE: June 27, 2016

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

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

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

The proposed Amendments are summarized as follows:

Mobile Food Vendors

§ 22-241- Application

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

§ 22-242 – Investigation

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

§ 22-246 – License Display

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

§ 22-247 – License Denial

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

§ 22-248 – License Suspension or Revocation

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

§ 22-249 – Requirements and Operational Regulations

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

Mobile Food Vending Sponsor License

§ 22-261 – Application

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

§ 22-265 – License Denial

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

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

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

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:	Proposed	Ordinance
Amendment		

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

RECOMMENDATION:

SUGGESTED MOTION: Motion to approve first reading of the ordinance to amend the City of South Lyon's mobile food vending ordinance.

ORDINANCE NO. __-16

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

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

THE CITY OF SOUTH LYON ORDAINS:

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

ARTICLE IX. - MOBILE FOOD VENDING.

DIVISION 1 - Generally.

Sec. 22-231. – Intent.

- (a) To provide for the regulation of mobile food vendors and mobile food vending operations and activities.
- (b) To allow mobile food vendors an opportunity to operate in the City of South Lyon on designated public property and on private property in the B-2 and B-3 districts subject to these regulations.
- (c) To offer a variety of food for sale through mobile food vendors for consumption by the public.
- (d) To ensure the highest quality offerings of food for sale to the public.
- (e) To ensure that mobile food vendors add to the vibrancy, vitality, desirability, and aesthetic appeal of the City.
- (f) To balance the interests of existing food establishments and other businesses in the City, residents, and mobile food vendors, and the public desiring additional options for food service in the City of South Lyon.
- (g) To ensure mobile food vendors meet all applicable federal, state, county and local laws, ordinances, and health codes.
- (h) To protect the public health safety and welfare.

Sec. 22-232. – Definitions.

- (a) Mobile Food Vending shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a Food Service Establishment under Public Act 92 of 2000, including a mobile food establishment.
- (b) Mobile Food Vending Unit shall mean any motorized or non-motorized vehicle, trailer, cart, stand, or other device designed to be portable and not permanently attached to the ground from which food is vended, served, or offered for sale.
- (c) Vendor shall mean any individual engaged in mobile food vending; if more than one individual is operating a single stand, cart or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart or other means of conveyance.
- (d) Operate shall mean all activities associated with the conduct of business of a mobile food vending unit, including set up and take down and/or actual hours where the mobile food vending unit is open for business.
- (e) City shall mean the City of South Lyon.

Sec. 22-233. – Permit required.

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

Sec. 22-234. – Exemptions.

- (a) A person exempt from the licensing requirements of this ordinance under state or federal law.
- (b) A person engaging in mobile food vending at a farmers market, special event, festival, block party, or other event approved and permitted by the City of South Lyon.

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

DIVISION 2 - Mobile Food Vendor License

Sec. 22-241. – Application.

- (a) A person desiring to engage in mobile food vending in the City must submit to the City Clerk the required non-refundable application fee along with a written, sworn application, signed by the applicant, if an individual, or if a business entity, by a person with authority on behalf of a business entity, on a form to be furnished by the City Clerk, which shall contain the following information:

- (1) The applicant's full legal name, date of birth, current address, telephone number and email address, and a copy of the individual's driver's license, operator's license or state identification card with photograph, or other photograph identification acceptable to the City.
- (2) If the applicant is not an individual person, the applicant shall state the relationship between the individual signing the application and the applicant. The individual applicant must provide ~~provide a list of all individuals who will be vending on its behalf, including each individual's full legal name, date of birth, current address, telephone number, and a copy of the individual's driver's license, operator's license or state identification card with photograph, or other photograph identification acceptable to the City, and relationship to the applicant.~~
- (3) The name under which the mobile food vendor will be doing business.
- (4) A description of food and beverages to be offered for sale from the mobile food vending unit.
- (5) A description, sketch plan, plan, or and ~~and~~ photograph of the mobile food vending unit, including its height, width and length dimensions.
- (6) Locations on private property ~~The proposed location(s)~~ at which the applicant proposes and intends to engage in mobile food vending.
- (7) Proposed hours of operation, by date as applicable.
- (8) Copies of state and/or county health department mobile food establishment permit/license, and/or other permits/licenses.
- (9) ~~A description of the heating sources and cooking equipment contained in the mobile food vending unit.~~
- (10) ~~A description of the sanitation and hand washing equipment in the mobile food vending unit.~~
- (11) ~~A description of how and where waste water or grey water utilized or generated in the operation of the mobile food vending unit will be disposed.~~
- (12) ~~A description of how and where waste, garbage, trash, refuse, litter, and debris generated in the operation of the mobile food vending unit will be disposed.~~
- (13) ~~A description of any sources of electricity, water, or other utilities and whether such are self-contained in the mobile food vending unit.~~
- (14) ~~A statement whether external electrical power or other utilities are needed, and if so, a description of such utilities and how they will be provided and written consent from the property owner from whom the utilities will be obtained.~~
- (15)(9) If the mobile food vending unit is a licensed motor vehicle, proof of vehicle registration with the State of Michigan and proof of motor vehicle or other

applicable insurance for the unit in an amount meeting State of Michigan minimum requirements.

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

~~(17)~~ _____ Signed indemnity and hold harmless agreement.

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

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

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

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

Sec. 22-242 - Investigation.

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

Sec. 22-243. – Fees.

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

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

(c) There shall be no proration of fees.

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

Sec. 22-244. – License duration.

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

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

Mobile food vendor licenses are not transferable or assignable.

Sec. 22-246. – License display.

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

Sec. 22-247. – License denial.

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

- (1) Incomplete application and/or failure to provide required information or documents.
- (2) Failure to pay the required fees.
- (3) Fraud, misrepresentation, or false statement contained in the application.
- (4) Failure to comply with or a violation of applicable federal, state and local laws, ordinances and health codes.
- (5) ~~F~~Failure to comply with or a violation of the provisions of this ordinance in the past 12 months.
- (6) Operating a mobile food vending unit or engaging in mobile food vending contrary to or in violation of conditions of the mobile food vendor license.
- (7) ~~Operating a mobile food vending unit or engaging in mobile food vending in a manner which creates a public nuisance or constitutes a danger to the public health, safety and welfare.~~
- (8) Having a City mobile food vendor license or other State or County food vending license or permit revoked or suspended within the previous 12 monthsyear.

~~(9)~~ Recommendation for denial from City department heads or staff, including Police Chief, Fire Chief, and Building Official or their designees.

~~(10)~~(9) Failure to comply with or a violation of applicable fire department and fire code requirements.

~~(11)~~(10) Conviction of an offense that may jeopardize the public health, safety and welfare.

~~(12)~~(11) Prior conduct or a history of conduct which may be detrimental to the public health, safety and welfare.

~~(13)~~(12) Other reasons necessary to protect the public health, safety and welfare consistent with the purposes of this ordinance.

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

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

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

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

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

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

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

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

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

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

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

- (8) Termination, expiration or lapse in motor vehicle or liability insurance policy.
 - (9) Expiration, revocation, suspension or lapse in State vehicle registration for a mobile food vending unit.
 - (7)(10) Termination, expiration, revocation, suspension of a State or County food vending or similar applicable license or permit issued to the mobile food vendor or for the mobile food vending unit.
 - (8)(11) Conviction of an offense that may jeopardize the public health, safety and welfare.
 - (9)(12) Prior conduct or history of conduct which may be detrimental to the public health, safety and welfare.
 - (10)(13) Other reasons necessary to protect the public health, safety and welfare consistent with the purposes of this ordinance.
- (b) In determining an appropriate administrative sanction, the City Manager or his or her designee may consider the following factors: nature and timing of prior warnings; date(s) of violation; previous violations; duration of license; complaints; investment in business; circumstances of the violation; punishment imposed for previous violations; cooperation with City officials; and other aggravating or mitigating circumstances directly relating to any violation. If the City Manager or his or her designee determines that a license should be revoked or suspended, the City Manager or his or her designee shall provide the licensee written notice by personal service or by first class mail at the address listed in the application stating the action taken and the reasons for the action.
- (c) A licensee whose mobile food vending license is suspended or revoked may appeal to the City Council by filing a written notice of appeal with the City Clerk within 14 days after the date of the written notice of action was issued. The City Council shall hear and determine the appeal and its decision shall be final.
- (d) It shall be unlawful for any person to engage in mobile food vending or operate a mobile food vending unit while the mobile food vendor license is suspended or revoked. No license which has been suspended or revoked shall be reinstated until the required reinstatement fee has been paid.

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

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

- (a) If on public or City-owned or controlled property, the mobile food vendor may only locate and operate on such property as designated in a resolution adopted by City Council for mobile food vending operations.
- (b) If located on a public street in designated areas and spaces, vendors shall conform to and comply with all applicable parking regulations.

- (c) If located on a public street, food service shall be provided on the non-driving lane side of the mobile food vending unit.
- (d) If on private property zoned B-2 Central Business District or B-3 General Business District, the mobile food vendor may only locate the mobile food vending unit and operate at the location on the site designated and approved in the sponsor's license.
- (e) If operating on private property zoned B-2 Central Business District or B-3 General Business District, ensure that the private property owner has provided the vendor with written permission to operate on the private property on the applicable date(s) including hours of operation, and ensure that the private property owner has also obtained a mobile food vending sponsor license from the City, and the vendor may operate only at and on the locations designated and approved in the sponsor's license.
- (f) A mobile food vending unit and its operations shall not block or impair vehicular or pedestrian travel.
- (g) Mobile food vending is prohibited in residential zones, except pursuant to a special event permit or other City approval.
- ~~(h) A mobile food vending unit shall not operate within 500 feet of a farmers market, block party, street fair, public festival, or special event approved by the City without the written consent of the event permit holder or sponsor.~~
- ~~(i)(h)~~ (h) Mobile food vending operations shall be permitted during the hours of 7 a.m. and 2 a.m. ~~11 p.m.~~ unless other hours are designated in a mobile food vendor license, as permitted for mobile food vending operations on a sponsor site consistent with the sponsor's hours of business and applicable licenses, or as otherwise provided for in writing by the City Manager.
- ~~(j)(i)~~ (i) No mobile food vending unit may be left unattended for more than two (2) hours; and ~~any~~ mobile food vending unit not in operation shall be removed between the hours of 2 a.m. ~~11 p.m.~~ and 7 a.m.
- ~~(k) No food shall be prepared, sold, or displayed outside of the mobile food vending unit except as permitted pursuant to a County Health Department permit, license or approval.~~
- ~~(l) No outdoor cooking facilities, including grills, not contained in the mobile food vending unit are permitted.~~
- ~~(m)(j)~~ (j) Waste receptacles must be provided and all trash, garbage, refuse, litter, debris and all other waste attributable to the mobile food vending operations must be removed and properly disposed of at the end of the hours of operation each day. Trash and waste from mobile food vending operations may not be disposed of in public and City-owned waste receptacles.
- ~~(n)(k)~~ (k) Tables, chairs, benches, umbrellas or other seating or dining equipment or items are prohibited on public property.

(e)(l) On public property, All power sources must be self-contained and no electric or power cables or utilities equipment shall be extended to cross any public street, alley or sidewalk unless approved in the permit.

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

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

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

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

(t)(q) Mobile food vending units and operations must comply with the City's noise ordinance, sign ordinance, and all other City ordinances.

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

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

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

Sec. 22-250. – Impoundment.

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

Sec. 22-251. – Other permits and licenses.

A license obtained under this ordinance shall not relieve a person of the responsibility for obtaining any other licenses, approvals, or authorizations required by any other ordinance, statute, code or regulation.

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

DIVISION 3 - Mobile Food Vending Sponsor License.

Sec. 22-261. - Application.

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

- (a) The applicant's name, current address and date of birth.
- (b) Property address.
- (c) Zoning district.
- (d) Sketch plan of proposed location for a licensed mobile food vending unit.
- (e) Proposed hours of operation, including days and frequency of operations.
- (f) A description of how and where waste, garbage, refuse, litter, and other debris from the mobile food vending operation will be disposed of and whether it will be disposed of on the sponsor's site.
- (g) A description of how and where grey or waste water from the mobile food vending operation and unit will be disposed of and whether it will be disposed of on the sponsor's site.
- (h) A description of any electric, water or sanitary sewer utilities or services that will be provided to the unit by the property owner.
- (i) Proof of a comprehensive general liability insurance policy written on an occurrence basis having policy limits of no less than \$100,000,000 per occurrence. ~~A certificate of insurance naming the City as an additional insured shall be filed by the licensee with the approved application. The certificate shall provide that the City will receive 30 days written notice of cancellation or non-renewal.~~
- ~~(j) Signed indemnity and hold harmless agreement.~~
- ~~(k)~~ (j) _____ Any other information or documentation requested by the City Clerk.

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

Sec. 22-262. – Fees.

- (a) Application Fee. An application for a mobile food vending sponsor license shall be accompanied by the required application fee in an amount established by City Council resolution which shall be non-refundable.
- (b) License Fee. Each applicant to whom a license is granted shall pay a nonrefundable license fee in an amount established by City Council resolution.
- (c) There shall be no proration of fees.

Sec. 22-263. – License duration.

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

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

Mobile food vending sponsor licenses are not transferable or assignable.

Sec. 22-265. – License denial.

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

- (1) Incomplete application and/or failure to provide required information or documents.
- (2) Failure to pay the required fees.
- (3) Fraud, misrepresentation, or false statement contained in the application.
- (4) Failure to comply with or a violation of applicable federal, state and local laws, ordinances and health codes.
- (5) Failure to comply with or a violation of the provisions of this ~~ordinance~~ordinance in the past 12 months.
- ~~(6) Allowing mobile food vending on the site contrary to or in violation of this ordinance or the conditions of the mobile food vendor license or the mobile food vending sponsor license.~~
- ~~(7)(6) Allowing mobile food vending on the site in a manner which creates a public nuisance or constitutes a danger to the public health, safety and welfare.~~
- ~~(8)(7) Having a mobile food vending sponsor license revoked or suspended within the past 12 months~~previous year.

~~(9) Recommendation for denial from City department heads or staff, including Police Chief, Fire Chief, and Building Official or their designees.~~

~~(10)(8) Failure to comply with applicable fire department and fire code requirements.~~

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

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

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

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

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

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

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

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

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

- (1) Fraud, misrepresentation, or false statement contained in the application.
- (2) Failure to comply with or a violation of applicable federal, state and local laws, ordinances and health codes.
- (3) Failure to comply with or a violation of the provisions of this ordinance.
- (4) Allowing the operation of a mobile food vending unit on the sponsor's property contrary to or in violation of this ordinance or the conditions of the mobile food vendor license or the sponsor license.
- (5) Allowing the operation of a mobile food vending unit on the sponsor's property in a manner which creates a public nuisance or constitutes a danger to the public health, safety and welfare.
- (6) Allowing a mobile food vendor or person to engage in mobile food vending or to operate a mobile food vending unit without a license from the City.

- (7) Failure to comply with applicable fire department and fire code requirements.
 - (8) Other reasons necessary to protect the public health, safety and welfare consistent with the purposes of this ordinance.
- (b) In determining an appropriate administrative sanction, the City manager or his or her designee may consider the following factors: nature and timing of prior warnings; date(s) of violation; previous violations; duration of license; ~~investment in business~~; circumstances of the violation; punishment imposed for previous violations; cooperation with City officials; and other aggravating or mitigating circumstances directly relating to any violation. If the City Manager or his or her designee determines that a license should be revoked or suspended, the City Manager or his or her designee shall provide the licensee written notice by personal service or by first class mail at the address listed in the application stating the action taken and stating the reasons for the action.
- (c) A sponsor whose mobile food vending sponsor license is suspended or revoked may appeal to the City Council by filing a written notice of appeal with the City Clerk within 14 days after the date of the written notice of action was issued. The City Council shall hear and determine the appeal and its decision shall be final.
- (d) It shall be unlawful for a sponsor to allow mobile food vending on its property while the mobile food vending sponsor license is suspended or revoked. No sponsor license which has been suspended or revoked shall be reinstated until the required reinstatement fee has been paid.

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

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

- (a) A sponsor must provide a licensed mobile food vendor with written permission to operate on the sponsor's property specifying the dates and hours of operation permitted by the sponsor.
- (b) If operating on a sponsor's property within a B-2 or B-3 zoning district, a mobile food vending unit may only locate and operate at the approved location(s) designated in the mobile food vending sponsor license.
- ~~(c) Only one mobile food vending unit may operate on a sponsor property at a time unless approved through a special event permit.~~
- ~~(d)~~(c) A mobile food vending unit shall not be located in or operate in a parking space required to meet the property's minimum parking requirement.
- ~~(e)~~(d) Comply with applicable fire department and fire code requirements.
- ~~(f)~~(e) A mobile food vending unit shall not block or impede vehicular or pedestrian traffic or movement on the sponsor property.

~~(g)~~(f) A mobile food vending unit may not operate beyond the business hours of operation on the sponsor property unless approved by the City.

~~(h)~~(g) Comply with the City's noise ordinance, sign ordinance, and all other City ordinances.

~~(i)~~(h) Comply with all applicable federal, state and county laws, regulations and codes.

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

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

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

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

DIVISION 4 - Enforcement.

Sec. 22-271. – Municipal civil infractions.

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

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

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

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

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

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

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

John Galeas, Jr., Mayor

Lisa Deaton, City Clerk

Certificate of Adoption

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

Lisa Deaton, City Clerk

Adopted:
Published:
Effective:

| ~~mobile food vending ordinance - 2016-06-21~~~~mobile food vending ordinance - 2016-03-08.docx~~

AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Councilmember Rzyzi

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

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: E mail from Councilmember Rzyzi

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

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

Lisa Deaton

From: Joe <joseph.ryzyi@yahoo.com>
Sent: Tuesday, June 21, 2016 10:59 PM
To: Bob Martin
Cc: Mike Kramer; Glenn Kivell; Harvey Wedell; Lisa Deaton; madisoncrest@hotmail.com; john galeas; mary dedakis
Subject: Agenda action item to add to 6/27/16 meeting

Interim City Manager Martin,

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

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

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

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

Regards,

Councilman Joe Ryzyi

Timothy Wilhelm

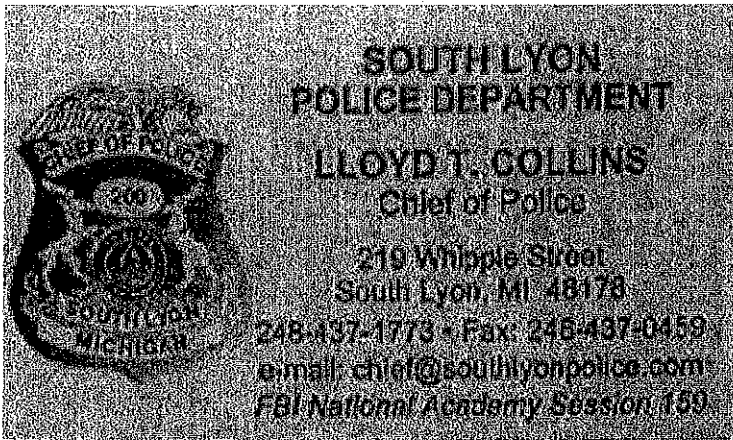
From: Lloyd Collins <chief@southlyonpolice.com>
Sent: Tuesday, June 21, 2016 3:21 PM
To: Timothy Wilhelm
Cc: Bob SLWDP (bmartin@southlyonmi.org); John Galeas (jgaleas@southlyonmi.org)
Subject: RE: South Lyon - Mobile Food Vending Ordinance

Good Afternoon Tim,

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

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

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



AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: City Attorney / City Manager

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

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

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

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

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

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

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

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

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

Mailing Address:

P.O. Box 2160
Brighton, MI 48116-2160800 395-ASTI
Fax: 810.225.3800www.asti-env.com**Sent Via Email Only**

June 2, 2016

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

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

Dear Mr. Wilhelm:

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

Scope of Services

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

- ASTI will review the draft RC and related documents (LUST Closure Report, Well Head Protection Program documentation, etc.);
- ASTI will provide a professional opinion on the draft RC and identify any potential issues related to the filing, including but not limited to ongoing maintenance issues, potential development implications, etc.; and
- ASTI will review and identify issues related to presence of the site in a well head protection area.

Report

At the completion of the assessment, one electronic copy of ASTI's evaluation will be provided. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials.

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

Schedule

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

Required Materials

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

Fee

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

<u>Service</u>	<u>Estimated Fee</u>
Restrictive Covenant Evaluation	\$ 2,000

Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at 800.395.ASTI. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL



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

Client Authorization
ASTI Proposal No. RCA060216-1

Signature

Print Name

Print Title

Date

For: City of South Lyon

- | | |
|--|-------------------------------|
| <input type="checkbox"/> C Corporation | <input type="checkbox"/> PLLC |
| <input type="checkbox"/> S Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> LDHA | <input type="checkbox"/> LP |
| <input type="checkbox"/> Other: | |

Federal ID Number

Phone Number

Email

Attachment A Terms and Conditions

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

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

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

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

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

CONSULTANT COMPENSATION

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

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

Unless otherwise stated in the PROPOSAL, notice of cancellation of these services must be provided to CONSULTANT within 5 business days, and upon cancellation CLIENT will be charged 10 percent of PROPOSAL amount or at our standard fees for actual time, reimbursables and expenses incurred, whichever is greater. The PROPOSAL will remain in effect for a period of 30 days.

SITE ACTIVITIES

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

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

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

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

LIMITATION OF LIABILITY

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

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

COMPLIANCE WITH LAWS

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

CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.

DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED RESIDENTIAL CORRECTIVE ACTION

MDEQ Reference No. RC-RRD-213-_____

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

The Property is associated with Former Amoco Service Station No. 5235, **FID #00005730** and **formerly addressed 138 Lafayette Street**, for which a Closure Report (CR) was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the CR, and submitted to the Michigan Department of Environmental Quality (MDEQ) by the owner or operator as defined by Section 21303(a) or (b) of the NREPA. A copy of the CR is available from the MDEQ Remediation and Redevelopment Division (RRD) District Office.

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

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

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by **BP Products North America, Inc. (BP)**.

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

Definitions

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

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

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

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

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

Summary of Corrective Actions

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

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

NOW THEREFORE,

1. Declaration of Land and Resource Use Restrictions

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

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

- The construction and use of wells or other devices on the Property, identified on Exhibit 3 (Survey of Property and Limits of Land or Resource Use Restrictions) as Restricted Area A, used to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
 - Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted, provided the construction of these wells or devices complies with all applicable local, state and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
 - Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations including, but not limited to, Part 213 of the NREPA.
- On the portion of the Property identified on Exhibit 3 (Survey of the Property and Limits of Land or Resource Use Restrictions) as Restriction Area B, construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria; or unless prior to construction of any structure an evaluation of the potential for regulated substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and compliance with Section 21304c of the NREPA.

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

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

3. Access. The Owner grants to the MDEQ and BP, and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring

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

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

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

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

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

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

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and certifies that he or she is duly authorized to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, **BP Products North America, Inc.** has caused this Restrictive Covenant, **RC-RRD-213-**
_____, to be executed on this _____.

By: _____

Name: Randal Coil

Title: Contracts Manager

STATE OF **Texas**
COUNTY OF **Harris**

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

Notary Public Signature

Notary Public, State of _____
County of _____

My commission expires: _____
Acting in the County of _____

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

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

EXHIBIT 1

CONSENT OF OWNER

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

The City of South Lyon

Signature: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Acknowledged before me in _____ County, _____ on _____ by
(County) (State) (Date)
_____, representative for the City of South Lyon,
(Name) (Title)
Owner of 128 South Lafayette Street, South Lyon, Michigan.

Notary Public Signature

Notary Public, State of _____
County of _____

My commission expires: _____
Acting in the County of _____

EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY

128 South Lafayette Street, South Lyon, Michigan 48178

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

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

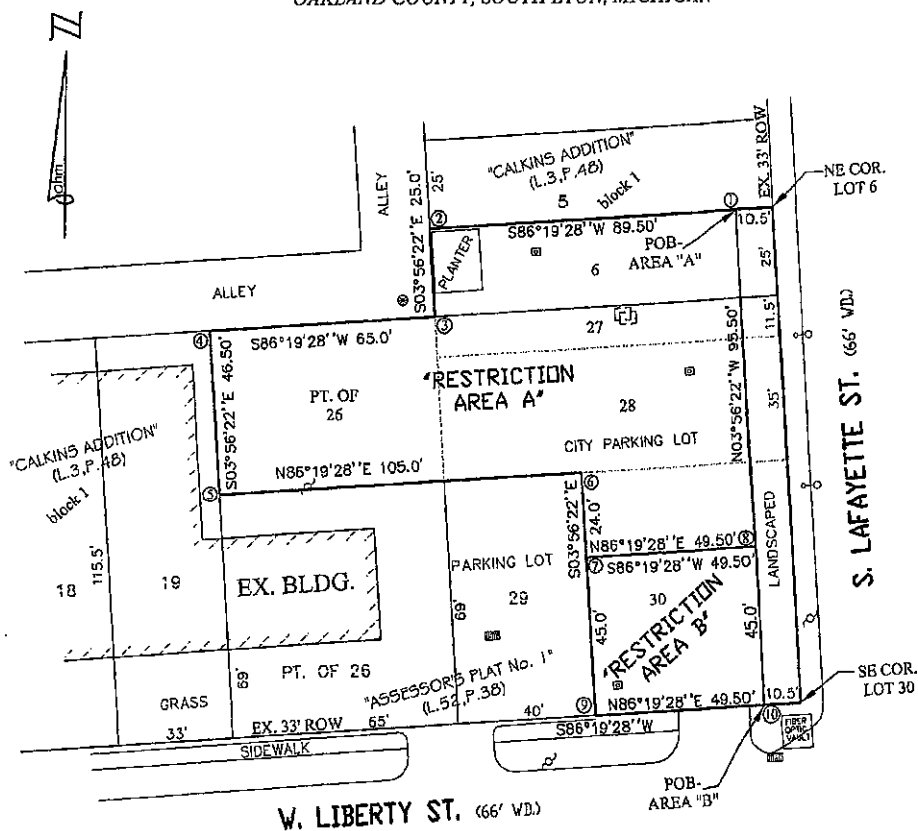
EXHIBIT 3

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

[a survey of the property will be completed prior to finalizing this RC; a figure is included for reference of the restricted areas]

DRAFT

FORMER AMOCO SERVICE STATION No. 5235
128 S LAFAYETTE STREET
OAKLAND COUNTY, SOUTH LYON, MICHIGAN

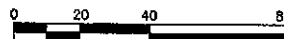


PT#	NORTHING	EASTING
1	350730.7544	13316301.6947
2	350725.0658	13316212.3810
3	350700.1246	13316214.0986
4	350685.9577	13316149.2337
5	350649.5676	13316152.4283
6	350656.2987	13316257.2114
7	350632.3559	13316258.8602
8	350635.5292	13316308.2589
9	350587.4617	13316261.9518
10	350590.6350	13316311.3505

HORZ. DATUM NAD83 (2011)

We hereby certify that we have surveyed and mapped the land above platted and/or described on July 16, 2014, and that the ratio of closure on the unadjusted field observations of such survey was 1/5000 or greater, and that all of the requirements of P.A. 132 of 1970, as amended, have been complied with.

Orchard, Hiltz and McCliment, Inc.



SCALE: 1" = 40'

Christopher S. Lamus, P.S.
Michigan Professional Surveyor No. 41914

BOUNDARY SURVEY

PART OF THE NE 1/4 OF SECTION 30
T. 1 N., R 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY
TAX ID NO.: 21-30-228-016

CLIENT: **ARCADIS**



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 07-17-14
DRAWN BY: SH
DWG: 5235SITE

SHEET

JOB NO.

7282-14-0041

BOUNDARY SURVEY

FORMER AMOCO SERVICE STATION No. 5235
128 S LAFAYETTE STREET
OAKLAND COUNTY, SOUTH LYON, MICHIGAN

PARCEL DESCRIPTION

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

A parcel of land situated in the NE $\frac{1}{4}$ of Section 30, Town 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, described as follows:

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

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

A parcel of land situated in the NE $\frac{1}{4}$ of Section 30, Town 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, described as follows:

Commencing at the NE corner of Lot 6, Block 1 of "Calkins Addition", according to the plat thereof as recorded in Liber 3, Page 48 of Plat, Oakland County Records; thence S $86^{\circ}19'28''$ W 10.50 feet to the Point of Beginning; thence continuing S $86^{\circ}19'28''$ W 89.50 feet; thence S $03^{\circ}56'22''$ E 25.0 feet; thence S $86^{\circ}19'28''$ W 65.0 feet; thence S $03^{\circ}56'22''$ E 46.50 feet; thence N $86^{\circ}19'28''$ E 105.0 feet; thence S $03^{\circ}56'22''$ E 24.0 feet; thence N $86^{\circ}19'28''$ E 49.50 feet; thence N $03^{\circ}56'22''$ W 95.50 feet to the Point of Beginning.

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

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

A parcel of land situated in the NE $\frac{1}{4}$ of Section 30, Town 1 North, Range 7 East, City of South Lyon, Oakland County, Michigan, described as follows:

Commencing at the SE corner of Lot 30 of "Assessor's Plat No. 1", according to the plat thereof as recorded in Liber 52, Page 38 of Plat, Oakland County Records; thence S $86^{\circ}19'28''$ W 10.50 feet to the Point of Beginning; thence N $03^{\circ}56'22''$ W 45.0 feet; thence S $86^{\circ}19'28''$ W 49.50 feet; thence S $03^{\circ}56'22''$ E 45.0 feet; thence N $86^{\circ}19'28''$ E 49.50 feet to the Point of Beginning.

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

BOUNDARY SURVEY

PART OF THE NE $\frac{1}{4}$ OF SECTION 30
T. 1 N., R 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY
TAX ID NO.: 21-30-228-016

CLIENT: ARCADIS



34000 Plymouth Road | Livonia, MI 48160
p (734) 522-6711 | f (734) 522-6427
Advancing Communities

DATE: 07-17-14
DRAWN BY: SH
DWG: 5235SITE

SHEET
2 OF 2

JOB NO.
7282-14-0041

EXHIBIT 4

EXTENT OF LNAPL

DRAFT

WARRANTY DEED

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

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

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

See Exhibit A attached hereto and made a part hereof

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

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

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

Subject To:

- (1) Existing leases, easements, sidetrack and license agreements, if any, whether of record or not.
- (2) Covenants and conditions of record, if any.
- (3) Taxes and special assessments against the Property, if any.
- (4) Zoning laws and municipal regulations, if any; environmental laws and regulations, if any; building line restrictions, use restrictions and building restrictions of record, if any, and any party wall agreements of record.
- (5) Encroachments, overlaps and other matters which would be disclosed by an accurate current survey.
- (6) The Release and Right-of-Entry dated October 17, 1994.

(7) The following covenants and agreements of the Grantees:

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

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

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

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

In the Presence of:

AMOCO OIL COMPANY

S. L. Manson
S. L. Manson

T. J. Ciechanowski
T. J. Ciechanowski, Manager
Real Estate Administration

ATTEST:

R. V. Coutinho
R. V. Coutinho

R. A. Wilkens
R. A. Wilkens
Assistant Secretary

STATE OF ILLINOIS)

)ss

COUNTY OF COOK)

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

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

M. Azalia Abney
Notary Public



Return Recorded Deed to:

Mail Tax Bills To:

This instrument prepared by:

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

EXHIBIT A

Case No. T9416795 CMS
N-070660

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

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

AGENDA NOTE

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC:

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

EXPLANATION OF TOPIC:

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

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

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

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Resolution annexing certain property located in Charter Township of Lyon to the City of South Lyon.
- Negotiated Annexation Agreement.
- Warranty deed for property

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

RECOMMENDATION:

1. Approve Resolution annexing property.
2. Approve Negotiated Annexation Agreement and authorize Mayor and Clerk to sign.

SUGGESTED MOTION:

1. Motion to Approve Resolution Annexing Certain Property located in Charter Township of Lyon to the City of South Lyon.
2. Motion to Approve the Negotiated Annexation Agreement and authorize the Mayor and Clerk to sign.

RESOLUTION NO. ____-2016

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

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

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

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

Tax ID: 21-30-126-001

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

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

WHEREAS, the Township and City have reached an agreement to detach the Property from the Township and annex the Property to the City in accordance with state law and a Negotiated Annexation Agreement attached hereto as Exhibit A which includes LV Holding, LLC's agreement pay to the Township an amount equivalent to the projected property tax revenues the Township would have received over a ten-year period had the Property remained within the Township;

WHEREAS, provisions of the Charter Township Act, Public Act 359 of 1947, and Section 9(8) of the Michigan Home Rules City Act, Public Act 279 of 1909, authorizes the detachment of the Property from the Township and annexation by the City by mutual resolutions approved by affirmative majority votes of the Township Board and City Council, after a petition, signed by the property owner, has been submitted to the Township and City;

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

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

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

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

Ayes:
Nays:
Absent:

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

CERTIFICATION

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

Lisa Deaton
City Clerk
South Lyon

RESOLUTION 2016 - 15
CHARTER TOWNSHIP OF LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING DETACHMENT

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

PRESENT: Treasurer Carcone, Clerk Cash, Supervisor Young, Trustee Adams,
Trustee Dolan, Trustee Hicks, Trustee O'Neil

ABSENT: None

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

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

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

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

Tax ID: 21-30-126-002

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

WHEREAS, Property Owner holds legal title to the Property which is located at the southeast corner of Ten Mile (Lake Street) and Dixboro Roads.

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

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

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

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

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

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

The vote was taken as follows:

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

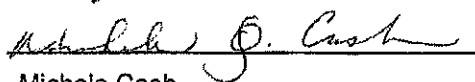
VOTED AGAINST: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED

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

Dated: June 6, 2016



Michele Cash

Lyon Township Clerk

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

ATTORNEYS AND COUNSELORS AT LAW

PATRICK J. BAGLEY
J. ROBERT LANGAN
DANYELL GARFIELD
JAMES J. BAGLEY, JR.
EDWARD R. GUERRETTE, II ‡
STEVEN M. HANFT
CHRISTOPHER S.C. WEBBER
CHRISTOPHER WALLAKER
RYAN T. DEMEULENAERE
JUSTINE CURTIS
ERIC FLORES
JACLYN M. YOUSIF

OF COUNSEL
ROBERTO A. BIHAR

‡ Admitted in Florida

WWW.BAGLEYLANGAN.COM

☐ WATERFORD

6557 HIGHLAND, WATERFORD, MI 48327
Telephone: (248) 673-7000 Facsimile: (248) 673-5002

☒ NORTHVILLE

128 N. CENTER STREET, NORTHVILLE, MI 48167
Telephone: (248) 344-1880 Facsimile: (248) 344-0995

☐ FLORIDA

1530 CELEBRATION BLVD., STE. 405
CELEBRATION, FL 34747
Telephone: (407) 566-7171 Facsimile: (407) 566-7173

☐ SAGINAW

7628 GRATIOT RD., SAGINAW, MI 48609
Telephone: (989) 781-2060 Facsimile: (989) 781-2293

☐ NORTHERN MICHIGAN

4085 N. RED OAK RD., LEWISTON, MI 49756
Telephone: (800) 519-1408

June 17, 2016

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

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

To whom it may concern:

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

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

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

Very truly yours,

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


J. ROBERT LANGAN

JRL/ak

Enclosures

NEGOTIATED ANNEXATION AGREEMENT

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

RECITALS:

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

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

Tax ID: 21-30-126-002

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

The Property, consisting of approximately 4.45 acres located at the southeast corner of Ten Mile Road (Lake Street) and Dixboro Roads, is not currently supplied with access to water

or sewer services by the Township. The City is capable of providing such services to the Property.

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

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

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

NOW, THEREFORE, IT IS AGREED:

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

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

(3) In conjunction with this proposed annexation, the Property Owner shall pay to the Township the sum of Ten Thousand (\$10,000.00) Dollars, which sum compensates the Township for ten years of projected property tax revenues the Township would have received had the Property remained within the Township. This Agreement shall not be effective until payment of this sum has been made to the Township.

(4) This Agreement has been executed and delivered and it shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. The parties agree that this Agreement was mutually drafted and cannot be construed against the Property Owner, the Township or the City upon the basis that one was the scrivener of this Agreement.

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

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

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

[SIGNATURE PAGES FOLLOW]

By:

By:

STATE OF MICHIGAN)

Acting in the County of

ROSE M. CASE
Notary Public, State of Michigan
County of Oakland
My Commission Expires May, 01, 2021
Acting in the County of Oakland

CITY OF SOUTH LYON, a
Michigan Municipal Corporation

By: _____

John Galeas Jr., Mayor

By: _____

Lisa Deaton, Clerk/Treasurer

COUNTY OF OAKLAND)
SS)
STATE OF MICHIGAN)

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

Notary Public


My commission expires: _____

Oakland County, Michigan

Acting in the County of _____

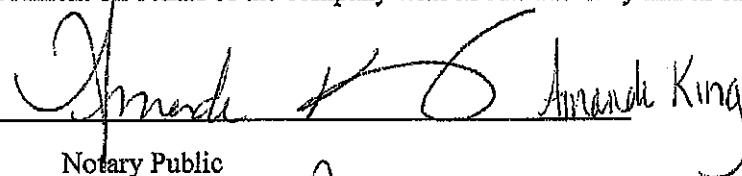
LV HOLDINGS, LLC, a Michigan limited liability company

By:


J. Robert Langan, Managing Member

COUNTY OF OAKLAND)
SS)
STATE OF MICHIGAN)

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


Amanda King

Notary Public

My commission expires: March 25, 2021

Oakland County, Michigan

Acting in the County of Oakland

e-recorded

LIBER 48881 PAGE 89

0240814

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.
Reviewed By: RC

Dec 14, 2015

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended
ANDREW E. MEISNER, County Treasurer

Not Examined

LIBER 48881 PAGE 89
\$13.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$1,720.00 TRANSFER TX COMBINED
12/14/2015 04:53:45 PM RECEIPT# 147566
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

STATE OF
MICHIGAN

OAKLAND
12/14/2015
147566



REAL ESTATE
TRANSFER TAX

\$220.00 CO
\$1,500.00 ST
001034439

WARRANTY DEED

File No.: 200410

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

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

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

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

Conveys and warrants to: LV Holding, LLC

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

the following described premises:

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

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

Tax Parcel No: 21-30-126-002

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

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

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

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

Subject to easements, reservations and restrictions of record.

Dated: December 4, 2015

Signed and Sealed:

Robert Langan

Yvonne M. Langan

(V)

STATE OF MICHIGAN

COUNTY OF OAKLAND

} ss

On this the ^{2ND} 4th day of December, 2015, before me personally appeared, Robert Langan and Yvonne M. Langan, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/~~she~~/they executed the same as his/~~her~~/their free act and deed.



Notary Public: Sara Graber
Printed Name: SARA GRABER
County, MI
My Commission Expires: 10/29/2016

AGENDA NOTE

New Business: Item #

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Oakland County Law Enforcement Mutual Aid Agreement

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

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

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

RECOMMENDATION: Approve the resolution.

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

06/27/16

**RESOLUTION OF PARTICIPATION IN THE OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT DATED MAY 11, 2016**

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

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

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

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

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

Date

John Galeas Jr., Mayor

Lisa Deaton, City Clerk

May 11, 2016

**OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT**

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

1. Definitions

- A. "Community" shall mean a county, township, city, village, community college, or public university or institution of higher education, which (i) is located within, or has a campus building located within, the geographic boundaries of Oakland County, (ii) has a department of police or public safety or similar unit that employs, or contracts for the services of, peace officers and/or public safety officers, located within the geographic boundaries of Oakland County, and (iii) participates in this Agreement pursuant to Section 14.
- B. "Police Officer" shall mean a peace officer or public safety officer having jurisdiction in the Community by which he or she is employed.
- C. "Commanding Officer" shall mean the highest ranking Police Officer on duty in the Community or his designee, who has the responsibility for directing the police or public safety department at the time of an Emergency.
- D. "Disaster" shall mean an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited, to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, any incident to which the National Incident Management System ("NIMS") may be applicable, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorder.

- E. "Emergency" shall mean circumstances that pose an immediate risk to health, life, property, or the environment, which requires man-power or equipment additional to that available to the Requesting Community at the time of the Emergency and/or other instances where an officer or community safety require additional resources.
- F. "Requesting Community" shall mean the Community in which an Emergency or Disaster exists and which requests aid pursuant to this Agreement.
- G. "Responding Community" shall mean the Community which sends personnel and/or equipment to a Requesting Community pursuant to this Agreement.
- H. "Incident Command System" shall mean the systemic tool used for the command, control, and coordination of emergency response as defined pursuant to NIMS.
- I. "Unified Command" shall mean the structure defined pursuant to the Incident Command System and NIMS that brings together the Commanding Officers and highest ranking officers of all other major organizations involved in an incident in order to coordinate an effective response while at the same time carrying out their own jurisdictional responsibilities.

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

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

3. Request for Assistance

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

4. Response to Request

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

5. Use of Auxiliary or Reserve Police or Public Safety Officers

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

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

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

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

7. Withdrawal of Personnel and Equipment

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

8. Indemnity

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

which are specifically ordered or directed by the Commanding Officer of the Requesting Community.

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

9. Indemnity in Joint Training Programs

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

10. Insurance

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

11. Employee Benefits

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

12. Costs of Equipment and Supplies

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

13. Federal or State Reimbursement for Emergency Works Funds.

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

14. Community Participation in This Agreement

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

15. Withdrawal from Agreement

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

16. Term

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

17. Effective Date of this Agreement

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

18. Amendment

This Agreement may only be amended upon the affirmative vote of a majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The Association shall provide notice of any such amendment to each Community by sending written notice, including a copy of the amended

Agreement, via first class mail to the highest ranking Police Officer of each Community within five (5) business days of each such amendment.

19. Survival

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

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

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

21. Effect on Other Existing Agreements

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

AGENDA NOTE

New Business: Item #

MEETING DATE: June 27, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief

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

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

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

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

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

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

06/27/16



Temporary Authorization Application

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

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

Part 1 - Licensee Information

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

Licensee name(s): Witch's Hat Brewing Company, LLC		
Address: 601 S Lafayette		
City: South Lyon	Zip Code: 48178	
Contact name: Ryan Cottongim	Phone: 248-974-5781	Email: ryan@witchshatbrewing.com

☒ \$70.00 Inspection Fee - Make Check Payable to **State of Michigan** MLCC Use - Fee Code 4037

Part 2 - Temporary Authorizations Available

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

<input checked="" type="checkbox"/> Temporary Outdoor Service - Complete Parts 3, 8, and 9	<input type="checkbox"/> Temporary Extended Hours Permit - Complete Parts 6 and 9
<input type="checkbox"/> Temporary Dance Permit - Complete Parts 4 and 9	<input type="checkbox"/> Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
<input type="checkbox"/> Temporary Entertainment Permit - Complete Parts 5 and 9	

Part 3 - Temporary Outdoor Service Information

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

Date(s) of event: August 27, 2016	Describe event: Outdoor special beer release party and food drive fundraiser
Date(s) of event:	Describe event:
Date(s) of event:	Describe event:
1. Check below if the event(s) listed above will include any of the following: <input type="checkbox"/> Dancing <input type="checkbox"/> Contests <input type="checkbox"/> Tournaments <input type="checkbox"/> Classic Cars <input type="checkbox"/> Motorcycles <input type="checkbox"/> Concerts <input type="checkbox"/> Festivals	
2. List the exact dimensions of the proposed area: <div style="display: inline-block; border: 1px solid black; padding: 2px;">143</div> feet X <div style="display: inline-block; border: 1px solid black; padding: 2px;">232</div> feet = <div style="display: inline-block; border: 1px solid black; padding: 2px;">33,176</div> square feet Submit a diagram of outdoor area with application <div style="display: flex; justify-content: space-around; width: 100%;">WidthLength</div>	
3. Describe type and height of the barrier that will be used to enclose the area: 48" tall orange snow fence perimeter	
4. Will the proposed outdoor service area be connected to the licensed premises? <input checked="" type="radio"/> Yes <input type="radio"/> No If No , what is the distance from the licensed premises to the proposed area? <div style="display: inline-block; border: 1px solid black; width: 80px; height: 20px;"></div> feet	
5. Is the entrance/exit point(s) for the proposed area through the licensed premises? <input type="radio"/> Yes <input checked="" type="radio"/> No	
6. Are there any dedicated streets or intervening property between proposed area and the licensed premises? <input type="radio"/> Yes <input checked="" type="radio"/> No	
7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons: We will have staff and volunteer staff acting as security at the gate and at random points around the event	

Part 3 Continued - Temporary Outdoor Service Information

8. Is the location of the proposed area owned, rented, or leased by the licensee?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No , submit a lease or written permission to use the proposed area, including permission from a city, township, or village if the proposed area is located on municipally owned-property.	
9. Is the proposed area located in the same local governmental unit as the licensed premises?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No , please explain:	
10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If No , the licensee will be restricted to providing only table service in the proposed area unless a new Additional Bar Permit has been requested by the licensee and approved by the Commission.	

Part 4 - Temporary Dance Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Dance Permit at the licensed premises <u>do not</u> need to request a Temporary Dance Permit for dancing in a Temporary Outdoor Service area.• The dance floor must be at least 100 square feet, be clearly marked, and shall not have tables, chairs, or other obstacles on the dance floor while customers are dancing.
1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Entertainment Permit for entertainment in a Temporary Outdoor Service area.• A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.
1. List the dates requested for a Temporary Entertainment Permit:
2. Describe the type of entertainment provided:
3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with prizes totalling over \$250.00 in retail value? <input type="radio"/> Yes <input type="radio"/> No
If Yes , the licensee must complete Form LCC-207 and submit with this application. <i>No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from another licensee without prior Commission approval.</i>

Part 6 - Temporary Extended Hours Permit Information

<ul style="list-style-type: none">• Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.
1. Select the permit type that requires a Temporary Extended Hours Permit*: <input type="checkbox"/> Dance Permit <input type="checkbox"/> Entertainment Permit
2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises <u>do not</u> need to request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service area.• A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. The local law enforcement agency must complete Part 8 of this application.
1. Indicate the activity that requires extended hours* (e.g. food service):
2. List the dates and hours requested for a Temporary Specific Permit:

*Hours of Operation

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

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service and Temporary Specific Purpose Permit

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

Name of law enforcement agency: South Lyon Police Department		
Address of law enforcement agency: 219 Whipple St, South Lyon MI 48178		
Phone number of officer:	Email of officer:	
I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.		
Print Name & Title of Reviewing Officer:	Signature of Reviewing Officer	Date

Part 9 - Signature of Licensee

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

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

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

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

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

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

Ryan Cottongim President

Print Name of Licensee & Title

Signature of Licensee

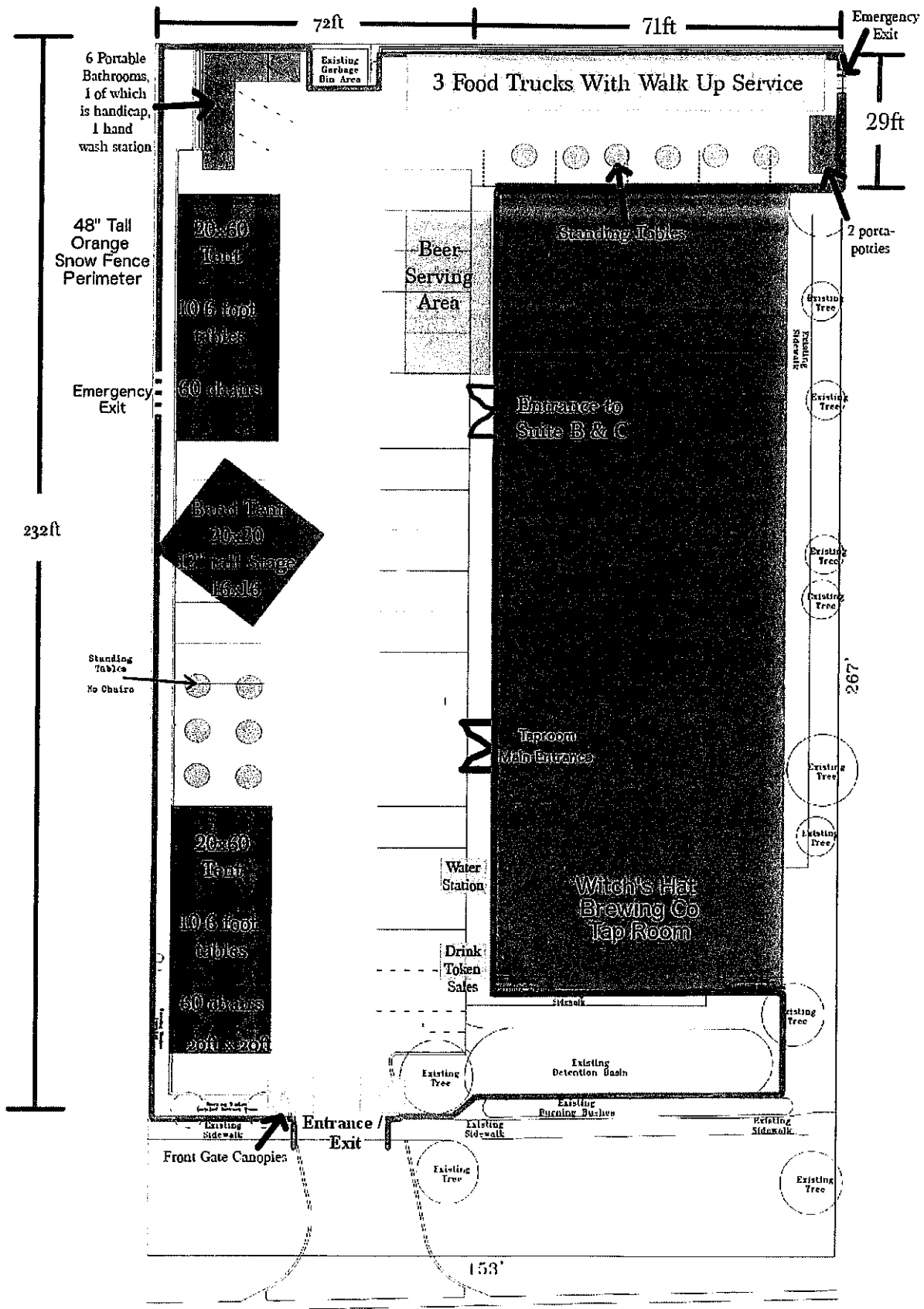
Date

6/17/2016

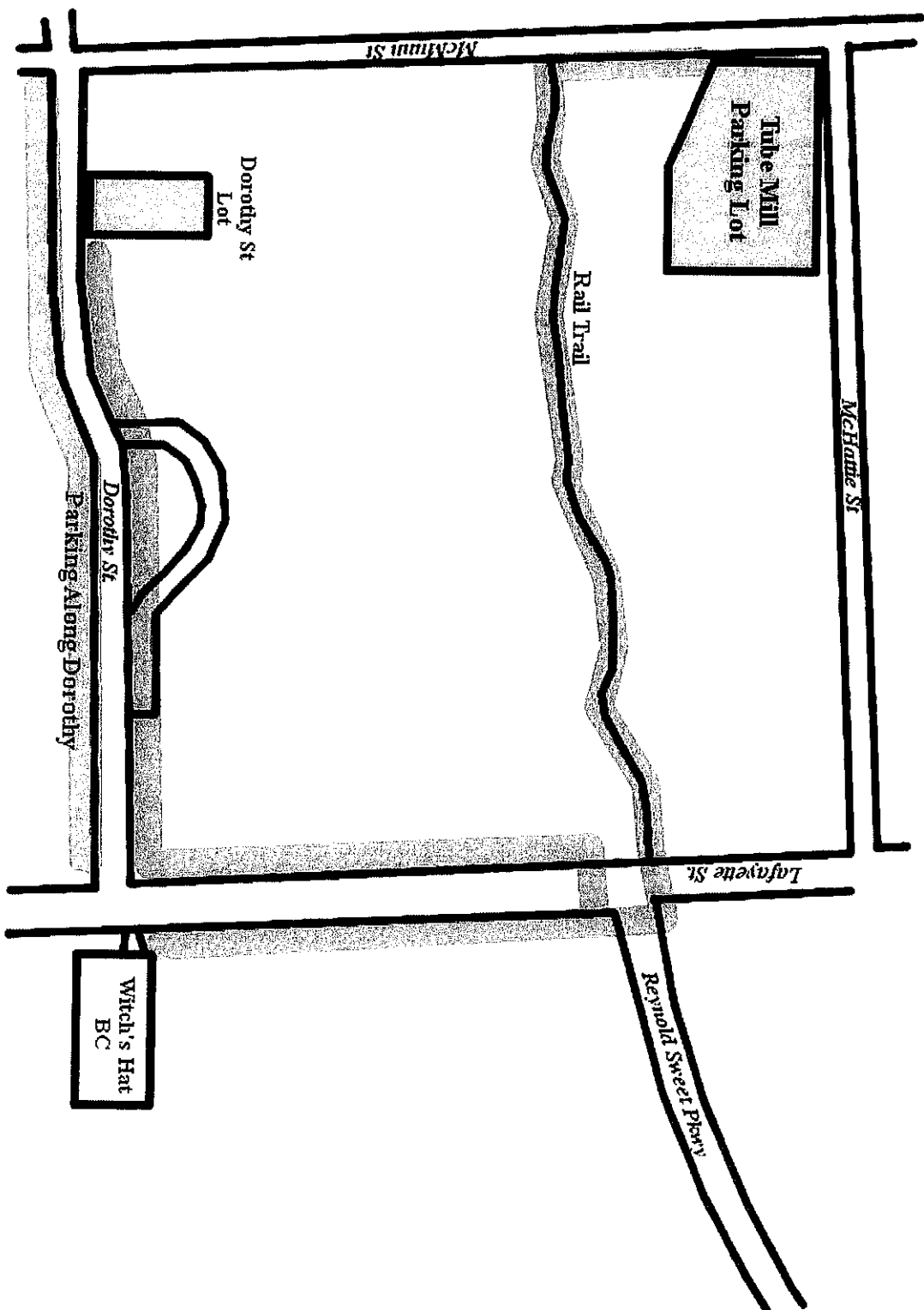
Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202

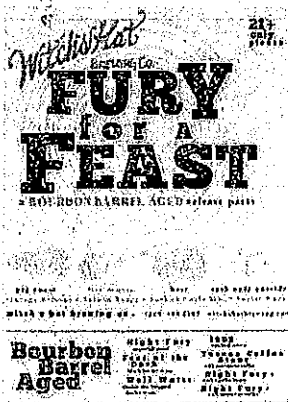
2016 Fury For A Feast

Saturday, August 27 Noon to Midnight
4th Annual Barrel Aged Release Party and Food Drive/Fundraiser
For Blessings In A Backpack & Gleaners



- Parking Areas For Event
- Walking Path To Event





2016 Sponsorship Packet for Fury for a Feast

What is Fury for a Feast?

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

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

Who is Gleaners and Blessings in a Backpack?



Everyone wins when hunger is solved. For nearly 40 years, Gleaners Community Food Bank has been "feeding hungry people and nourishing our communities."

Headquartered in Detroit, Gleaners operates five distribution centers in Wayne, Oakland, Macomb, Livingston and Monroe counties and provides food to 535 partner soup kitchens, food pantries, shelters and other agencies throughout southeastern Michigan. Gleaners collects 34.5 million pounds of food a year and distributes 79,000 meals each day including providing nourishing food and nutrition education to 84,700 children a year. Every dollar donated provides three meals and 93 cents of every donated dollar goes to food and food programs.



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

How can I help?

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

Silent Auction/ Raffle/ Advertising Sponsor

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

Awesome Sponsor \$250

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

Totally Awesome Sponsor \$500

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



All of the Way Sponsor \$1000

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



Water Station Sponsor \$1500 (Only One Available)

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

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

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

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



South Lyon, MI

Cheers!

Ryan and Erin Cottongim

Witch's Hat Brewing Co.

info@WitchsHatBrewing.com

To sponsor, bring or send a check to:

Witch's Hat Brewing Company

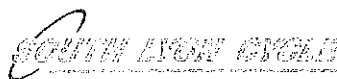
601 S. Lafayette

South Lyon, MI 48178

Or

Pay online at WitchsHatBrewing.com

Thank you to Last Year's Sponsors!



AGENDA NOTE

MEETING DATE: June 27, 2016

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

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

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

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: None.

POSSIBLE COURSES OF ACTION:

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

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

Roll Call vote required.

South Lyon Historical Commission Meeting
Wednesday, June 1, 2016
Minutes

Members Present: Larry Ledbetter, Linda Ross, Bob Tremitiere, Jim Race, Roger Heiple, Gary Wickersham

Members Absent: Phil Weipert

Others Present: Carl Richards

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

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

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

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

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

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

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

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

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

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

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

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

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

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