

# **Regular City Council Meeting**

## **November 27 2017**

### **Agenda**

**7:30 p.m.**      **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Approval of Minutes: November 13, 2017**  
**Approval of Bills:**  
**Approval of Agenda**  
**Public Comment**

#### **PUBLIC HEARING – CDBG PY 2018 Application**

#### **I. Old Business –**

1. Discussion – Downtown
2. Consider restrictive covenant request for 128 S Lafayette
3. Consider second reading of Liquor License Ordinance – request tabling until sub-committee and community input compiled
4. Consider resolution to amend 2016-2017 Fee Schedule
5. Discussion – condition, current needs and future plans for rental houses located on east McHattie Park property

#### **II. New Business-**

1. Consider acceptance of ZBA liaison resignation – Joe Rzyzi
2. Discussion regarding reduction of ZBA membership
3. Consider nominations for appointment as Delegate and Alternate to SEMCOG
4. Donation acceptance – Maier Family \$150 to Fire Department
5. Consider approval of application for CDBG funds for PY 2018
- 6.

#### **III. Budget**

#### **IV. Manager's Report**

#### **V. Council Comments-**

#### **VI. Closed session pursuant to MCL 15.268 (h) of the Open Meetings Act to discuss written attorney-client privileged communication and legal opinion regarding personnel matter, which is exempt from disclosure under MCL 15.243 (g) of the Freedom of Information Act.**

#### **VII. Adjournment**

CITY OF SOUTH LYON  
REGULAR CITY COUNCIL MEETING  
NOVEMBER 13, 2017

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, Councilmembers; Kivell, Kramer, Kurtzweil, Parisien, Rzyzi and Wedell  
Also Present; City Manager Ladner, Chief Collins, Chief Kennedy, Attorney Wilhelm and Clerk Deaton

MINUTES

Councilmember Kivell stated on page 4 the word paser should be spelled Pazer. He further stated on page 9 towards the bottom the word exclusive should be added to state "we have never had an exclusive contract with WOW."

Councilmember Parisien stated on page 2 last paragraph the word seams should be spelled seems.

CM 11-1-17 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Kramer, supported by Rzyzi

Motion to approve the minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

Councilmember Parisien stated she is wondering about the numerous notations for HRC. There is one for \$3,356.00 on page 3, and one for \$4,300.00 on page 4 and one for \$1,960.00 on page 5. She then asked what are the invoices for. City Manager Ladner stated every so many years we have to submit a storm water permit to the MEDC and it is very convoluted and we have always used HRC to ensure it is done correctly. Councilmember Parisien asked if that is customary. City Manager Ladner stated it is. City Manager Ladner stated the next one is for the water asset management plan which is required by the State and it is customary for HRC to assist us with that. They have also helped with the wastewater asset management plan as well. Councilmember Parisien then asked about the invoice for \$1960.00. City Manager Ladner stated that is for the assistance they gave us to hire a class b operator for the wastewater plant.

Councilmember Kivell asked about the labor fees for flooring and stairs from Mark Crouch. City Manager Ladner stated that is for the work that was done on the gazebo. Councilmember Kivell then asked about the final bills from Plante Moran. City Manager Ladner stated they always charge the last of the bills after Council accepts the audit, and we then split the bills between departments. She further stated it has always been done that way.

CM 11-2-17 MOTION TO APPROVE THE BILLS

Motion by Kramer, supported by Kurtzweil

Motion to approve the bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CERTIFICATION OF ELECTION  
SWEARING IN OF ELECTED OFFICIALS

Clerk Deaton announced the Oakland County Board of Canvassers completed certifying the Election and we will now be swearing in the new Mayor and Councilmembers.

Clerk Deaton administered the Oath of Office to the following:

Dan Pelchat- Mayor, 2- year term  
 Glenn Kivell- Councilmember 4- year term  
 Carl Richards- Councilmember 4- year term  
 Rose Walton- Councilmember 4- year term

AGENDA

City Manager Ladner stated she would like to add a Mayoral Proclamation for the Salem South Lyon Library. It is for a TUBACHRISTMAS concert event as has been done in the past.

CM 11-3-17 MOTION TO APPROVE AGENDA AS AMENDED

Motion by Rzyzi, supported by Parisien

Motion to approve the agenda as amended

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

William Powell of 204 University stated he would like to congratulate Dan Pelchat as well as the new Councilmembers.

Josie Kearns of 229 Lyon Boulevard congratulated the new members of Council. Ms. Kearns invited everyone to the reception for the Quilt and Fiber Art Show which is November 15<sup>th</sup> from 6-8 pm here at City Hall. She then thanked Linda Robinson, Linda Graham, Heather Montilla, and Ken Michalik for all the work on the graphic design.

OLD BUSINESS

1. Discussion- Downtown

Robert Donohue stated he had 2 meetings regarding the future of TIF. He stated there is legislature that affects the funds that allow the DDA to operate. He stated we are in good shape. The other item is the historic tax credits. He stated there are 5 buildings being restored downtown but they aren't using the tax credits, but may in the future. He further stated the feds have removed the tax credits, but Michigan is proposing a State tax credit worth more. Mr. Donohue stated we had 2 new developers look at our master plan and developing between Detroit and the railroad tracks, and Whipple Street to the west. He stated the property owners have hired attorneys to speak with the developers. Mr. Donohue stated Ladies Night Out is Friday night and there will be shuttles available and signage will be up about the pickup stops. Mr. Donohue stated the ribbon cutting at the South Lyon Hotel is December 1<sup>st</sup>. Councilmember Richards asked Mr. Donohue about the circumstances to qualify for State money for 5-foot sidewalks. Mr. Donohue stated there are funds available but there are no requirements to go from 4 ft. to 5 ft. and you would have to have enough money to do so. Mr. Richards asked about guidelines to get grants for wider sidewalks and if there is a break. Mr. Donohue stated no breaks. City Manager Ladner stated 5 ft.

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sidewalks are usually for walking/running trails and bike paths to allow for multiple people to pass each other. Traditionally sidewalks are 4 ft. wide because it meets ADA requirements. Councilmember Kivell stated the City standard is 5 ft. Councilmember Richards stated in some spots it isn't adequate such as in front of our building. He spoke with the schools. That is one example, there are other areas where the sidewalks are 80 years old and he thought it should be brought up.

## 2. Consider resolution to amend 2016-2017 Fee Schedule

City Manager Ladner stated this resolution amends the current adopted fee schedule. She stated the current fee requires anyone replacing a water heater or an HVAC unit and is prohibitable for many people. This will bring the cost down on both permits by combining them. She further stated they will still have to have plumbing and mechanical inspections. Councilmember Kivell stated he is disappointed how this has turned out. He stated he checked with Brighton and their permit is \$50.00, Northville Township is \$70.00. He further stated he doesn't understand why we are so much higher in cost. The only other one higher is Wixom and that is because Safebuilt is their contractor. City Manager Ladner stated she met with our building inspector and this is the fee they came up with, but if Council wants to change it they can. She further stated this requires multiple inspections by multiple contractors. Councilmember Kivell stated there should only be 2 inspections, not multiple. City Manager Ladner stated there is an initial inspection as well as a final inspection. Councilmember Kivell stated he thinks that is incorrect. He then stated he can't vote for \$108.00.

Councilmember Parisien stated she would like to know what are some comparisons to other communities. City Manager Ladner stated she didn't speak with other communities, she met with our building inspector. Councilmember Parisien clarified that a water heater replacement is \$108.00 and replacing an HVAC unit is also \$108.00. City Manager Ladner stated that is correct.

Councilmember Ryzyi asked how much Safebuilt charges us? City Manager Ladner stated they get 75% of permit fees. Councilmember Ryzyi then asked how many of those permits are issued each year and if the volume is small enough maybe we should lower the fees to make it easier for our residents. City Manager Ladner stated she will have to check with the building department, but maybe we should table this until a future meeting and do more research.

Councilmember Kurtzweil stated the point is the permit is on the revenue side of the budget and anytime we discuss eliminating any revenue she would like to see the fiscal impact. She further stated she is a little hesitant to do so without seeing the impact on the budget. She will be more comfortable to deal with this during budget discussions.

Councilmember Richards asked if this is just for a single household. City Manager Ladner stated this is for a home that is changing their hot water heater or HVAC system. She further stated we only determine the permit fee. She further stated this is not related to commercial buildings.

Councilmember Parisien asked if we could ask the building inspector to be at the next meeting. City Manager Ladner stated she will ask him to attend.

## CM 11-4-17 MOTION TO TABLE UNTIL NEXT MEETING

Motion by Ryzyi, supported by Kurtzweil

Motion to table until next meeting for further information

VOTE: MOTION CARRIED UNANIMOUSLY

## NEW BUSINESS

1. Appointment- Mayor Pro-Tem



Attorney Wilhelm stated the Charter requires the City to name a Councilmember as Mayor Pro-Tem after every Election to act as Mayor when the Mayor isn't available. Councilmember Parisien stated she would like to nominate Councilmember Kivell because he brings a lot of experience after being on Council for 20 years and for his great insight. Further discussion was held regarding the process for nominating a Mayor Pro-Tem. Attorney Wilhelm explained someone will need to make a motion to nominate and if there is support, then a vote will be done.

Councilmember Ryzyi stated he has sat next to 3 other Mayors and he doesn't have a problem being Mayor Pro-Tem.

Councilmember Richards stated we went years without a Mayor Pro-Tem back when Mayor Potter was here.

#### CM 11-5-17 MOTION TO NOMINATE COUNCILMEMBER KIVELL FOR MAYOR PRO-TEM

Motion by Parisien, motion failed due to lack of support

#### CM 11-6-17 MOTION TO NOMINATE COUNCILMEMBER KURTZWEIL FOR MAYOR PRO-TEM

Motion by Richards, supported by Walton

Motion to nominate Councilmember Kurtzweil for Mayor Pro-Tem

ROLL VOTE:

Kivell- No  
Parisien- No  
Ryzyi- Yes  
Pelchat- No  
Richards- Yes  
Walton- Yes  
Kurtzweil- Yes  
MOTION CARRIED

2. Consider approval by Kiwanis Club for use of Historic Village/Depot Grounds for annual Christmas tree sale event

Phil Wiepert congratulated Mayor Pelchat. Mr. Wiepert stated every year the Kiwanis use the Depot grounds for their Christmas tree sales. He further stated the City has been gracious enough to allow them to use their grounds since they lost their original spot at Showerman's when Busche's took over. He further stated they coordinate with any weddings that may happen, as well as Cool Yule. Councilmember Kivell stated he always looks forward to seeing them and it ushers in the Holiday season and they always do a great job of cleaning up.

Councilmember Richards stated this year we have a wonderful new electrical outlet underground directed to their area to help them out and for the use of the Kiwanis and for future Depot Days. It was done a few weeks ago.

#### CM 11-7-17 MOTION TO ALLOW KIWANIS USE OF HISTORICAL VILLAGE/DEPOT GROUNDS FOR CHRISTMAS TREE SALES

Motion by Ryzyi, supported by Parisien

Motion to allow the use of the Depot grounds for the sale of Christmas trees by the Kiwanis Club

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Consider approval of permit for Cool Yule and associated road closures

City Manager Ladner stated Kathy Swan is unable to be here tonight because she is ill. She further stated the Cool Yule Parade is coming up on December 2<sup>nd</sup> and everyone always enjoys it. Chief Collins stated the road closures are the same as in prior years. It will take about 45 minutes, we are requesting the road closures from 6:00 p.m. to 7:00 p.m. Councilmember Richards stated he hopes this year's event will be as well organized as it has been in the past. He further stated on the Historical side, they have worked hard on this to ensure everything is ready. Chief Collins stated he can assure him it will be.

CM 11-8-17 MOTION TO APPROVE ROAD CLOSURES FOR COOL YULE PARADE

Motion by Kivell, supported by Ryzyi

Motion to approve the requested road closures on December 2<sup>nd</sup> from 6:00 p.m. – 7:00 p.m. for the Cool Yule parade

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Review CAP letter

City Manager Ladner stated this is the corrective action plan letter we have to send to the State because we used fund balance money last year. She stated the City is not using a significant amount of fund balance, we still have over 2 million in fund balance but because we used some in the past a corrective action letter was sent to us. She stated it is our anticipation to ensure the budget is balanced in the future and we will not need to use anymore of the fund balance.

Councilmember Ryzyi stated he wants to stress why the budget is so important for Council to stay on top of. He stated we need to start holding some work sessions; he doesn't want to wait until the last minute.

Councilmember Kivell stated we don't actually engage ourselves in the working machine of every aspect of the City. We are supposed to decide policy and the direction and let the Department Heads and City Manager decide how we get there. We have had some trouble over the last couple of years and the letter is a little bit over-blown because we have the fire truck that kind of shifts things substantially more severe from the 2016 budget but we have had 3 years of exceeding revenue so we do need to take this seriously but it doesn't need to be alarming, but it needs tending to.

Councilmember Kurtzweil stated this is a very serious and alarming situation. She further stated this is the 2<sup>nd</sup> corrective action letter we have received from the State and she thinks we are the only community in the area that received them. She further stated we need to spend some time on the budget and she wants to remind the new Councilmembers that the statutory authority for spending and taxing is Council and not the City Manager. Therefore, this is a direct responsibility of Council to get into this budget, and we need to abide by the Statute. She further stated she is going to stay on top of this and micromanage a little in areas that are needed. She further stated eventually we will get there.

Councilmember Richards stated he agrees with Maggie and Glenn. He stated his slant on this is the proper role of Council is to set goals and parameters, in other words a target for the City to spend within a certain level and we may need to have some work sessions because he has a lot of ideas. No point in Council trying to micromanage every little thing, we need to set goals to reasonably obtain and let the City Manager handle the administrative part and he will give her some suggestions on ways to save money.

5. Discussion- condition, current needs and future plans for rental houses located on East McHattie Park property

City Manager Ladner stated it has been brought to her attention the rental house in front of McHattie Park now has a leak in the roof and becoming uninhabitable. She stated the quotes are in excess of \$5,000. We put a tarp over it for now. She stated there are some electrical issues, along with other minor issues. She stated we are making money on that property, but maybe Council should consider if they want to still be a landlord, or if we want to let the tenant know that we will be terminating the lease and move forward with preparing the property for demolition. Councilmember Rzyzi asked what is our profit on the house. City Manager Ladner stated she believes just over \$2,000 plus expenses. She stated the rent isn't a substantial amount.

Councilmember Rzyzi stated we aren't making a lot of money on this and if there are alternate plans, he is willing to discuss it.

Councilmember Kivell stated he doesn't have a problem vacating the property but it hasn't had a lot of costly maintenance, but the roof changes the dynamic. He stated if we decide to do that let's try to get it torn down quickly so we aren't paying taxes on vacant property.

Councilmember Richards stated he has been in that house many times and it is well made. He stated when the house was first purchased, the City allowed the DPW workers that didn't have a place to live stay there. He further stated it is a cozy place. He stated he knows it isn't a good fit for the City to maintain rental houses and we tore down several houses in the past we owned and a house on the same property as the current rental house. He further stated the small house that was tore down was because there was black mold in it and it was a shame. It is a major victory the place never got turned into a strip mall. He thinks it is worth preserving the house and the renter has been a good tenant.

6. Mayoral Proclamation

City Manager Ladner stated for the past several years the Salem South Lyon Library has done the TUBACHRISTMAS. It is a free concert consisting of tuba players from all ages and it was started decades ago, and it is an outside event that people really enjoy. Mayor Pelchat then read the TUBACHRISTMAS proclamation.

BUDGET

Councilmember Kurtzweil stated this is her 3<sup>rd</sup> year working on the budget and one of the things her research showed some communities have a resolution with the budget that established a policy of Council to decide how far they would dip into the general fund. She stated she has not found one here in the City and she is interested if Council is interested in doing so. Councilmember Kurtzweil stated what that does is puts in place any major expenditures in check because you will have this resolution in place to make you think twice about it before you dip into general fund. She stated the policy will say we have a minimum level of general fund. She further stated even though we have had a couple good quarters there will always be dips and troughs in the economy and we need to prepare for it. We need to start working with the broad nature of the budget.

Councilmember Kivell stated he mentioned a report he would like regarding the uncapping of our taxes. He further stated Ann Gready supplied him with the report and it shows there has been 7.8 million dollars

in taxable value changes but it doesn't include Colonial Acres, he is waiting for an answer on what triggers that. He further stated we are going to be hit by Headlee amendment because we will be exceeding the rate of inflation or 5% (prop A) and it will be a governor on our own economy limiting what we can generate in tax revenue. Unless we can get a Headlee override which will have to be passed by a vote of the residents, to allow us to have the ability to charge a rate that is in the Charter. He further stated the idea of trying to encumber ourselves more than we already are is rough, but he is willing to listen to anything anyone wants to discuss, but we are getting jammed up on a number of different fronts and our taxable value is going up, but yet we can't utilize it.

Councilmember Ryzyi stated he agrees with Maggie and he is always in favor of watching what we are spending and any and all checks and balances to stop us from overspending is beneficial for the City and taxpayers. Councilmember Ryzyi then asked City Manager Ladner when we can start reviewing the budget. City Manager Ladner stated she is hoping to meet with the Department Heads in early December, then in early January she will bring that to Council. Councilmember Ryzyi stated ultimately all decisions and spending is approved by Council. His suggestion is to look at what the employee costs are, including health care, benefits and overtime to see what our base line is. He further stated if we need to have a special meeting that is fine with him.

Councilmember Kurtzweil stated when she started her research, what came up is at some point Council has to decide how far do you allow the general fund balance to go. That is more of the policy issue because that sets some fiscal discipline and that prepares for the time when the economy is not doing well. She further stated we need to start on that fiscal track and get some agreement on Council that we can stop the bleeding of the general fund.

Councilmember Ryzyi stated he is in favor of more checks and balances.

Councilmember Richards stated it is his understanding that Plante Moran has gone as far as they are required to go with us. City Manager Ladner stated they have nothing to do with the budget, if they did, they couldn't be our auditor. Councilmember Richards asked if it is possible to look at other models from other communities or if we can make our own. City Manager Ladner asked what models is he asking about. Councilmember Richards stated that is for her to decide. Councilmember Richards stated he was hoping someone could make it clear where the City stands now, and in 5 years and 9 years in terms of correcting and balancing a favorable balance with MERS and bond issues. City Manager Ladner stated our general bond issues are in good shape, we are on the same 22-year paydown that most municipalities are on, although we are hoping to pay off sooner by having higher employee contributions. She further stated our general fund balance is actually 47% of our annual budget which puts us in the top 10% of communities, but if Council wants to raise that we can do so. Councilmember Richards stated we should work this out at the workshop.

Councilmember Ryzyi stated a lot of these questions will be answered in January, and if we already know we are on track to spend more than we are taking in we will have to make adjustments and the earlier we get the numbers the better. Councilmember Kivell stated his first interest is getting in the black and staying there, so our expenditures are not exceeding our revenues. City Manager Ladner stated there are other areas we can look into for gaining more revenue. An alternative revenue source would be transportation, grow facilities which must be in an industrial area which we have a large industrial area that is vacant, we could charge a \$5,000 permit fee for each one of those businesses. Councilmember Parisien stated she is open to any ideas anyone may have regarding revenue, we should at least discuss

any ideas we may have to see what our options are. Councilmember Kurtzweil stated she spoke in the spring about the City's revenue flatlining and we need to have additional revenue, whether it is from grants, or medical marijuana. She further stated the revenue from taxes will not help us expand McHattie Park, or develop Volunteer Park or other things the City wants. We have rising costs in pensions and labor. There will be inflation as well. She further stated you need another source of revenue or you need options to curb your legacy costs. Those will be the challenges the City will face.

#### MANAGER'S REPORT

City Manager Ladner stated she and Tim have been working with MERS to bring a resolution and plan for the defined contribution and there are a few more blanks to fill in and there will be a MERS representative at the next meeting.

City Manager Ladner stated the annual Appreciation event for commission members and volunteers will be at the South Lyon Hotel on December 6<sup>th</sup>.

City Hall will be closed on Thursday and Friday November 23<sup>rd</sup> and 24<sup>th</sup> for Thanksgiving.

City Manager Ladner stated each member of Council will be receiving a newly elected Council reference packet regarding the City, partner organizations, FOIA, open meetings information, parliamentary procedures and more and hopefully it will be helpful to you. She further stated the MML is offering newly elected officials training and City will pay for your attendance if anyone is interested. City Manager Ladner stated city email addresses will be supplied for all new councilmembers.

Councilmember Ryzyi asked if the curbs at the Knolls have been replaced to meet ADA requirement yet. City Manager Ladner stated Don Gotham our Ordinance Inspector is dealing with them and we have issued them 2 warnings and if they don't comply, we will then be issuing tickets and go to court if necessary. Councilmember Ryzyi stated the drains don't seem to be working in that area either, but he doesn't know whose issue that is. City Manager Ladner stated that is the responsibility of the Knolls. Councilmember Parisien asked if Council can start receiving the weekly reports again. City Manager Ladner stated yes. Councilmember Parisien asked what is the status of having the water tower painted. City Manager Ladner stated that is scheduled to be done in the spring, the bid documents did not arrive until after the painting season. Councilmember Parisien asked what the status is of hiring someone for the DPW and Water and Sewer Superintendent. City Manager Ladner stated we have been waiting for the MERS to be put in place for new hires so we know what benefits we can offer the candidate and hopes to be advertising this week. Councilmember Parisien stated she would be more comfortable if we could have a liaison from the DPW or the Water and Sewer Department at our Council meetings. We can relay information back and forth, but if there is something on the Agenda that pertains to them, she would appreciate having a liaison at our meetings. City Manager Ladner stated she doesn't have a problem doing that, but it will be overtime for them to attend and Council has said in the past they are concerned about the overtime in those departments. She will ask them to come if they don't question the overtime.

Councilmember Parisien stated their overtime isn't a concern to her, their overtime is justified. She stated her concern is getting proper information from the proper people that can supply Council with answers. Councilmember Parisien asked if we are utilizing HRC too much when we have such talented DPW and Water and Sewer employees. City Manager Ladner stated we need HRC because they are an engineering firm with engineering background and while our employees are very qualified and good workers, they don't have the engineering background that we need and HRC isn't doing anything different than what we would be using them for even if Bob Martin was still here. Councilmember Parisien stated she disagrees and the only people that are qualified to answer that question is our DPW or Water workers.

Councilmember Kivell stated he doesn't think everything is equal, but it would be nice to hear some

things directly from them. He doesn't want to pay them overtime to attend meetings unless there is something pertinent to them. Councilmember Ryzyi stated he assumes the City Manager speaks with the different departments every day and if there are questions, they can give her the proper information, he doesn't think they need to be here. Councilmember Richards stated he agrees with Mary, and Joe and Lynne. He knows the guys and he has talked with them and someone should be here from time to time, and he trusts the City Manager and the employees but he doesn't trust HRC, they will give you a song and dance.

### COUNCIL COMMENTS

Councilmember Ryzyi stated he wants to thank all of the Election workers and Lisa and Judy and wants to commend them on all their hard work. He knows it is a very long day and the weeks and months it takes to prepare. He further congratulated all the newly elected Council and Mayor. He stated everyone has a lot of strengths, Carl has a lot of knowledge of the City, Glenn has been here a long time and you have that foundation, Rose is a life long resident and cares deeply for the City and Dan will do great. To run against 7 people and that shows the commitment and he believes those that campaign the hardest will do the best work. He then thanked all the other people that ran for Council and he hopes they will pursue this again in the future. Councilmember Ryzyi stated he was on the Zoning Board of Appeals 7 years ago, they meet once a month and with his family situation with activities and all, he will be turning in his resignation because of the time involved. He then asked Councilmember Richards if he is interested in replacing him. Councilmember Richards stated he would be glad to work on that. Councilmember Ryzyi stated he has to resign for strictly family reasons.

Councilmember Ryzyi stated he is happy we are making progress on the MERS situation and he heard from a lot of employees and residents. He further stated we need to offer a little more than the private sector because he wants to stress we also need to watch out for our employees and residents and he fears if we aren't generous enough with the new MERS plan we won't get the good employees the residents deserve. He is confident it will be something the current employees will be comfortable with. Councilmember Ryzyi then thanked everyone that voted.

Councilmember Parisien stated at the Liquor License sub committee meeting they had many business owners involved. They had tremendous progress. The businesses expressed their concerns and she thanked them for attending the meeting. Councilmember Parisien congratulated the new Mayor and Council and she respects everyone that ran it is not easy to campaign and run for office. Councilmember Parisien stated she wants to give a special shout out to Biggby Coffee. They sometimes has a fundraiser event and invite a celebrity guest to act as barista and that was such a very clean facility and everyone there was very kind and it was great to go in and meet the new people and residents. Councilmember Parisien stated she would like to encourage Council to go to the Police, Fire, DPW, Water and City Hall and meet our employees and get to know them. We have incredible talent and hard workers. She also suggested they visit a Cultural Arts Commission meeting. She stated the boots on the ground people on the ground are very important and it's important to get to know the employees of the City because it is easy to sit up here one sided and make decisions blindly, but when you meet them and hear from them it is harder to make those decisions. Councilmember Parisien stated Ladies Night Out is November 17<sup>th</sup> and that will be an incredible event as well as the Cultural Art Quilt Show on Wednesday November 15<sup>th</sup>.

Councilmember Richards stated he wanted to thank everyone that helped with his campaign and his workers. He further stated it has been a little over 90 days since his surgery. He thanked Ryan Lare and

his neighbors as well that have helped him greatly. He further stated the dedicated people that ran in the last Election, he hopes they will find another committee to join and continue their interest in the City. Councilmember Richards stated the South Lyon Woods trailer park wouldn't allow them to print anything, but as of this year they had brought in 50 new homes and 2 on board and 8 more ordered for next year. That is a lot of homes since 2015. They worked primarily with Tom Lyons and with his initiative they got to the top people. He further stated they will do more road work and he hopes that includes the laundry mat parking lot. They will be removing 4 more homes this year and upgrade the basketball hoops. He further stated they are looking at replacing the fence that borders Hungry Howie's. Councilmember Richards stated he has been urging them to replace the sidewalk as well, it is treacherous and dangerous. Councilmember Richards stated he would prefer larger print on his Council packets, he has a hard time reading it. He stated the old Padywacs building is vacant. He further stated the business moved to 116 N Lafayette and he has over 7,000 dvds. Sharon moved to Canton. Councilmember Richards stated there is a calendar included in the packet and all the notations were added was very nice. They are all of the different events that happen at the Historical Village. Councilmember Richards thanked everyone that worked on Council and for their dedication and especially Harvey with his knowledge of budgetary matters is pretty well hard to match and he hopes we can make up for it with aggressive financing. He then stated he put in a lot of time with each of the different commissions, including putting his own money in on things. He wants clarification because he was told he can attend the meetings, but he can't participate except as a general audience member. He stated he has done a lot of work for Parks and Recreation along with all the other commissions. He stated most of the Parks and Recreation Commission are ladies that are school teachers and they don't get out much, and they don't see the things he does. He then asked Attorney Wilhelm if he can continue. Attorney Wilhelm stated he will sit down with Councilmember Richards and discuss that with him and what he has been told. He further stated he will have to find out what he would like to continue to do with them. Councilmember Richards stated he has benefited those people and helped them out, especially with the historical background and the time capsule he was able to find. He stated the DPW thanked him, but told him it is now a Parks and Recreation issue.

Councilmember Walton stated she wants to thank everyone that voted and everyone that went out and made a difference and the senior community that elected her onto Council and let's move forward.

Councilmember Kurtzweil thanked all the candidates for running and stated it is not easy to put your name out there and run for office. She stated it is amazing the nasty things people will say about you on Facebook just because they don't want you to get elected, it has nothing to do with your credentials and you just have to ignore the noise and consider the source. The people saying the nasty life and if you look into they way they are living you will see why they say what they say. She then thanked everyone that came out and worked hard and came forward, and there are plenty of opportunities to get involved. She doesn't think anyone on Council would discourage anyone from getting involved. Councilmember Kurtzweil stated she would like to welcome the new members of Council, Glenn, Carl and Rose, they each bring an interesting dynamic to Council and it is going to be a great journey because everyone is moving forward. She then thanked our new Mayor Dan Pelchat for doing a great job tonight, he understands Robert's Rules of Order very well and he is excelling at it and doing great and she is anticipating that is the way his career will go on City Council. She further stated he is going to lead us all to some great opportunities in the future. Councilmember Kurtzweil stated last week she ran into 2 DPW workers at Paul Baker Park and she went to speak with them and it was raining and they wouldn't shake her hand because they were covered in mud. That is the kind of workers we have, they were there to get the fountain ready for next year and she then thanked them again. Councilmember Kurtzweil stated

Bigby Coffee has a great crew and she loves going there. It is nice we have these little venues in the City for everyone to enjoy. Councilmember Kurtzweil stated it is a little late, but she wants to thank all of the veterans in the City but also a special thank you to the vets that served in Vietnam, thank you for your service and your courage, 58,000 of you didn't come home. She then stated you may not have had a parade but welcome home and we love you. Councilmember Kurtzweil stated she is looking forward to the new Council and a special thank you to John Taylor. Happy Thanksgiving.

Councilmember Kivell thanked all the Election workers that stuck out the whole day, late into the evening as well as Lisa, and Judy. He wished they would have been a little overworked but it is nice they stick in there. He then congratulated everyone that won and thanked everyone that ran for Council and Mayor and he hopes they will continue to get their feet wet and stay in the arena, they are really quality people. Councilmember Kivell stated the Veterans Day Ceremony was great and the video Rich Perry did was really well done. He stated he had a hard time hearing the speech, but the video and audio is very clear and the comments were very pertinent. Councilmember Kivell asked if anyone did a summary of the liquor license discussions. Councilmember Parisien stated there were a variety of different business owners and they think the current ordinance is too restrictive and it may inhibit their business. She further stated the business owners are not in favor of the current ordinance. They would like it to mirror State law. Councilmember Kivell stated he was surprised we would make a change anyway after the food truck issue. He then thanked the voters for voting for him, wished everyone a Happy Thanksgiving and he is looking forward to the new members of Council getting to know each other.

Mayor Pelchat stated he wants to thank the City staff and the volunteers, and we had great weather on Election Day. He then thanked all the candidates that ran for Mayor and Council. He stated the media maybe took advantage of us not having someone file to run for Mayor and that may be seen as a black eye, but this is a blue-collar town and we had 9 people step up and ready to go and that is impressive and he thanks each and everyone of them. He stated he wants to thank his family, friends, staff, and fiancé Meredith Peterson. He stated he has a sports background and we have a great team for the next 2 years and we have a fantastic opportunity to continue leading this City down the path of greatness. He further stated on top of that, he will get better at this each week and he thanked everyone.

#### ADJOURNMENT

#### 11-9-17 MOTION TO ADJOURN

Motion by Ryzyi, supported by Kurtzweil

Motion to adjourn meeting at 9:37 p.m.

Respectfully submitted,

---

Mayor Dan Pelchat

---

Clerk/Treasurer Deaton



# PY 2018 CDBG APPLICATION – PART 1

**(Please complete Part 1 only once per application)**

<b>1. Applicant Information</b>		
Community:	City of South Lyon	
PY 2018 CDBG Planning Allocation:	36,024	
Contact Person:	Lynne Ladner	
Telephone:	248-437-1735	
Best time to contact:	8:30-5 M-F	
DUNS #:	02-184-2117	
Copy of current SAMS Registration attached:	Yes <input checked="" type="checkbox"/>	If No, Explain: _____
Is community subject to Single Audit?	Yes _____	No <input checked="" type="checkbox"/>
<b>2. PY 2018 CDBG Proposed Projects</b>		
<b>Project #1    Name Code Enforcement    Allocation: \$3,000</b>		
Project # <u>172170-731696</u>	Name: <u>Senior Center</u>	Allocation: \$ <u>31,024</u>
Project # <u>172160-730137-40620</u>	Name: <u>PS Battered and Abused</u>	Allocation: \$ <u>5,000</u>
Project # _____	Name: _____	Allocation: \$ _____
Project # _____	Name: _____	Allocation: \$ _____
Total # of Projects:	2	
# of Public Service Projects:	1	
Public Service %:	14%	
<b>3. Signature of Highest Elected Official (or Designee)</b>		
Name of HEO or Designee:		
Title of HEO or Designee:		
Signature of HEO or Designee:	<div style="border-top: 1px solid black; width: 100%; margin-bottom: 5px;"></div> Signature/Title	

**(Please complete Part 1 only once per application)**

# PY 2018 CDBG APPLICATION – PART 2

Please ✓ one box per project)

Project #1

Allocation: \$31,024

Project Information									
Account	Account #	Matrix	Authority	Objective	Goal	Indicator			
✓	Acquisition and Disposition								
Acquisition of Real Property	172170-730003	01	570.201 (a)	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access			
Disposition	172170-730536	02	570.201 (b)						
						Sustainability			
Public Facilities and Improvements									
Downtown Revitalization	172170-730541	03N	570.201 (c)	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access			
Fire Station Equipment	172170-730733	03O	570.201 (c)						
Flood Drain Improvements	172170-730744	03I	570.201 (c)						
Parks-Recreational Facilities	172170-731332	03F	570.201 (c)						
Remove Architectural Barriers	172170-731619	03	570.201 (c)						
Senior Center	172170-731696	03A	570.201 (c)						
Sidewalks	172170-731745	03L	570.201 (c)						
Special Assessments - Flood	172170-731815	03I	570.201 (c)						
Special Assessments - Water Sewer	172170-731815	03J	570.201 (c)						
Special Assessments - Street	172170-731815	03K	570.201 (c)						
Special Assessments - Sidewalk	172170-731815	03L	570.201 (c)						
Street Improvements	172170-731864	03K	570.201 (c)						
Tree Planting	172170-732021	03N	570.201 (c)						
Water Sewer Improvements	172170-732114	03J	570.201 (c)						
Public Services									
PS (Battered & Abused Spouses)	172160-730137-40620	05G	570.201 (e)	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access			
PS (Disabled Services)	172160-730535	05B	570.201 (e)						
PS (Emergency Services)	172160-730571	05	570.201 (e)						
PS (Fair Housing Services)	172160-730880	05A	570.201 (e)						
PS (Housekeeping Services)	132210-702010	05	570.201 (e)						
PS (Legal Services)	172160-731073	05C	570.201 (e)						
PS (Safety & Repair Services)	172160-731665	05A	570.201 (e)						
PS (Senior Services)	172160-731712	05A	570.201 (e)						
PS (Transportation Services)	172160-732011	05E	570.201 (e)						
PS (Yard Services)	172160-732170	05A	570.201 (e)						
PS (Youth Services)	172160-732185	05D	570.201 (e)						
									Availability/ Accessibility

(Please ✓ one box per project)

Project # Allocation: \$

Account #	Account #	Matrix	Authority	Objective	Goal	Indicator	Outcome
✓	Housing						
	Housing Rehabilitation	132290-730898	14A	570.202	Decent Affordable Housing	# of units brought to code	Affordability
	Rehab Publicly Owned Residential	172160-731602	14D			# of units/items brought to standard condition	
	Emergency Rehab	172170-730569	14A				
	Minor Home Repair	172170-731227	14A				
	Mobile Home Repair	172170-731224-40620	14A				
	Housing Rehabilitation Admin	132280-731605	14H		N/A	N/A	N/A
Other Projects							
	Clearance and Demolition	172170-730345	04	570.201 (d)	Strengthen Communities	Slum Blight	Sustainability
	Non Res Historic Preservation	172170-731280	16B	570.202 (d)		# of LMI persons served	
	Code Enforcement	172170-730310	15	570.202 (c)			
	Interim Assistance						
	ED (Micro-Enterprise Assistance)						

# **PY 2018 CDBG APPLICATION – PART 3**

**(Please complete for each project)**

**Project #1      Allocation: \$31,024**

## **5. Project Description**

**Provide a detailed description of the proposed project** Access Fee for Building Space

**How will CDBG funds be used? (i.e. construction, materials, public service delivery, project service delivery costs)** The City will have a contract with the Center for Active Aging to provide access fees for residents

## **6. CDBG National Objective (See Eligible Projects List)**

✓	Code/Description	24 CFR Citation
	<b>LMA - Low/mod area benefit:</b> the service area identified for activities is primarily low/mod income.	570.208(a)(1) 507.483(b)(1)
X	<b>LMC - Low/mod limited clientele benefit:</b> activities that benefit a limited clientele, at least 40.81% of which are low/mod income.	570.208(a)(2) 570.483(b)(2)
	<b>LMH - Low/mod housing benefit:</b> activities that are carried out for the purpose of providing or improving permanent residential structures that will be occupied by low/mod income households.	570.208(a)(3) 570.483(b)(3)
	<b>SBS - Slum/blight spot basis:</b> activities that address conditions of blight or physical decay on a spot basis not located in a designated slum/blight area.	570.201 (f)(1) 570.200 (e) 570.201 (f) (2)

## **7. # of clients to be served in PY 2018**

## **8. Type of clients to be served**

	People
	Households
	Housing Units
	Public Facilities

## **9. Senior Center Projects Only**

2700	Estimated Number of Current Members
97.3%	White alone
.8%	Black or African American alone
	American Indian and Alaska Native alone
1.7%	Asian alone
	Native Hawaiian & Other Pacific Islander alone
.2%	Some other race alone
	Two or more races

# PY 2018 CDBG APPLICATION – PART 4

**(Please complete for each project)** Project # \_\_\_\_\_ Allocation: \$ \_\_\_\_\_

10. Project Location		
Describe Project Location	<input checked="" type="checkbox"/>	Please <input checked="" type="checkbox"/> one box
	<input checked="" type="checkbox"/>	City/Township/Village Wide
	<input type="checkbox"/>	Area Wide Benefit Only
	<input type="checkbox"/>	Specific
Parcel ID# <b>Public Facilities Projects Only</b>	80-21-20-101-004	
Address	1000 N Lafayette	
City	South Lyon	
Zip Code	48178	
<b>Areawide Benefit Projects Only</b>		
Census Tracts (CTs) and Block Groups (BGs) Attach Areawide Benefit Map		
	CT _____	BG _____
	CT _____	BG _____
	CT _____	BG _____
	CT _____	BG _____

11. Describe the service area for the following:		
	Project Type	Service Area
Fire Station/ Equipment		
Park Recreational Facilities		
Special Assessments		

12. Environmental Review Record				
(Please <input checked="" type="checkbox"/> each box as it applies and attach all required documents)				
<input checked="" type="checkbox"/>	<b>Exempt Project</b>			
<input checked="" type="checkbox"/>	Project is Exempt per 24 CFR 58.34			
<input checked="" type="checkbox"/>	Project Location Map Attached (Google)			
<input checked="" type="checkbox"/>	<b>Categorically Excluded Project</b>			
	Statutory Checklist			
	Project Location Map Attached (Google)			
	Flood Plain Map <a href="https://gis.oakgov.com/PropertyGateway/Home.mvc">https://gis.oakgov.com/PropertyGateway/Home.mvc</a>	Project in Flood Plain	8 Step Attached	
<input checked="" type="checkbox"/>	<b>Environmentally Assessed Project</b>			
	Environmental Assessment			
	Project Location Map Attached (Google)			
	Flood Plain Map <a href="https://gis.oakgov.com/PropertyGateway/Home.mvc">https://gis.oakgov.com/PropertyGateway/Home.mvc</a>	Project in Flood Plain	8 Step Attached	
<input checked="" type="checkbox"/>	<b>Other Projects</b>			
	Historic Preservation Profile (HPP) Attached		Demolition Checklist Attached	

## PY 2018 CDBG APPLICATION – PART 5

**(Please complete for each project)** Project #1 Allocation: \$30,024

13. Project Purpose (PUBLIC SERVICES PROJECTS ONLY)		
Help Prevent Homelessness?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help the Homeless?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help those with HIV/AIDS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help Persons with Disabilities?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

14. Project Purpose (PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY)		
Will the project meet ADA standards for access?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

15. Describe Additional Resources	
Other Federal Funds	\$
State/Local Funds	\$16,876 - General Fund
Other Funds	\$

16. Project Duration		
This is a new project for PY 2018	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
This is an ongoing project from PY 2013	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
This ongoing project has been offered since PY	over 20 years	
For ongoing projects describe PY 2017 results i.e. 9% of participants had greater access to public services.	2,700	

17. Project Administration		
Community will manage project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Community will hire a vendor to manage project	<input type="checkbox"/> Yes	<input type="checkbox"/> No
County will administer contract	<input type="checkbox"/> Yes	<input type="checkbox"/> No





## **Environmental Review for Activity/Project that is Exempt**

### **Project Information**

**Project Name:** Senior Center access fees - Center for Active Aging

**Responsible Entity:** OAKLAND COUNTY

**Preparer:** Lynne Ladner

**Certifying Officer Name and Title:** Dan Pelchat, Mayor

**Project Location:** 1000 N Lafayette, South Lyon, MI 48178

**Description of the Proposed Project** [24 CFR 58.32; 40 CFR 1508.25]  
Senior Center Access Fees

### **Level of Environmental Review Determination:**

Activity/Project is Exempt per 24 CFR 58.34(a):

Responsible Entity Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



Please ✓ one box per project)

Project #2 Allocation: \$5,000

Project Information						
Account	Account #	Matrix	Authority	Objective	Goal	Indicator
✓	Acquisition and Disposition					
Acquisition of Real Property	172170-730003	01	570.201 (a)	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access
Disposition	172170-730536	02	570.201 (b)			
Public Facilities and Improvements						
Downtown Revitalization	172170-730541	03N	570.201 (c)	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access
Fire Station Equipment	172170-730733	03O	570.201 (c)			
Flood Drain Improvements	172170-730744	03I	570.201 (c)			
Parks-Recreational Facilities	172170-731332	03F	570.201 (c)			
Remove Architectural Barriers	172170-731619	03	570.201 (c)			
Senior Center	172170-731696	03A	570.201 (c)			
Sidewalks	172170-731745	03L	570.201 (c)			
Special Assessments - Flood	172170-731815	03I	570.201 (c)			
Special Assessments - Water Sewer	172170-731815	03J	570.201 (c)			
Special Assessments - Street	172170-731815	03K	570.201 (c)			
Special Assessments - Sidewalk	172170-731815	03L	570.201 (c)			
Street Improvements	172170-731864	03K	570.201 (c)			
Tree Planting	172170-732021	03N	570.201 (c)			
Water Sewer Improvements	172170-732114	03J	570.201 (c)			
Public Services						
PS (Battered & Abused Spouses)	172160-730137-40620	05G	570.201 (e)	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access
PS (Disabled Services)	172160-730535	05B	570.201 (e)			
PS (Emergency Services)	172160-730571	05	570.201 (e)			
PS (Fair Housing Services)	172160-730880	05A	570.201 (e)			
PS (Housekeeping Services)	132210-702010	05	570.201 (e)			
PS (Legal Services)	172160-731073	05C	570.201 (e)			
PS (Safety & Repair Services)	172160-731665	05A	570.201 (e)			
PS (Senior Services)	172160-731712	05A	570.201 (e)			
PS (Transportation Services)	172160-732011	05E	570.201 (e)			
PS (Yard Services)	172160-732170	05A	570.201 (e)			
PS (Youth Services)	172160-732185	05D	570.201 (e)			

(Please ✓ one box per project)

Project #2 Allocation: \$5,000

Account	Account #	Matrix	Authority	Objective	Goal	Indicator	Outcome
✓	Housing						
	Housing Rehabilitation	132290-730898	14A	570.202	Decent Affordable Housing	# of units brought to code	Affordability
	Rehab Publicly Owned Residential	172160-731602	14D			# of units/items brought to standard condition	
	Emergency Rehab	172170-730569	14A				
	Minor Home Repair	172170-731227	14A				
	Mobile Home Repair	172170-731224-40620	14A				
	Housing Rehabilitation Admin	132280-731605	14H		N/A	N/A	N/A
	Other Projects						
	Clearance and Demolition	172170-730345	04	570.201 (d)	Strengthen Communities	Slum Blight	Sustainability
	Non Res Historic Preservation	172170-731280	16B	570.202 (d)		# of LMI persons served	
	Code Enforcement	172170-730310	15	570.202 (c)			
	Interim Assistance						
	ED (Micro-Enterprise Assistance)						

## PY 2018 CDBG APPLICATION – PART 3

**(Please complete for each project)**

Project # \_\_\_\_\_

Allocation: \$ \_\_\_\_\_

### 5. Project Description

**Provide a detailed description of the proposed project** Services for abused spouses and their children as part of a County executed and administered contract with HAVEN

**How will CDBG funds be used? (i.e. construction, materials, public service delivery, project service delivery costs)** CDBG funds will be used to pay the City of South Lyon's Contribution to support HAVEN

### 6. CDBG National Objective (See Eligible Projects List)

✓	Code/Description	24 CFR Citation
	<b>LMA - Low/mod area benefit:</b> the service area identified for activities is primarily low/mod income.	570.208(a)(1) 507.483(b)(1)
X	<b>LMC - Low/mod limited clientele benefit:</b> activities that benefit a limited clientele, at least 40.81% of which are low/mod income.	570.208(a)(2) 570.483(b)(2)
	<b>LMH - Low/mod housing benefit:</b> activities that are carried out for the purpose of providing or improving permanent residential structures that will be occupied by low/mod income households.	570.208(a)(3) 570.483(b)(3)
	<b>SBS - Slum/blight spot basis:</b> activities that address conditions of blight or physical decay on a spot basis not located in a designated slum/blight area.	570.201 (f)(1) 570.200 (e) 570.201 (f) (2)

### 7. # of clients to be served in PY 2018

26

### 8. Type of clients to be served

People  
Households  
Housing Units  
Public Facilities

### 9. Senior Center Projects Only

	Estimated Number of Current Members
	White alone
	Black or African American alone
	American Indian and Alaska Native alone
	Asian alone
	Native Hawaiian & Other Pacific Islander alone
	Some other race alone
	Two or more races

# **PY 2018 CDBG APPLICATION – PART 4**

**(Please complete for each project)** Project # \_\_\_\_\_ Allocation: \$ \_\_\_\_\_

10. Project Location		
Describe Project Location	<input checked="" type="checkbox"/>	Please <input checked="" type="checkbox"/> one box
	X	City/Township/Village Wide
		Area Wide Benefit Only
		Specific
Parcel ID# Public Facilities Projects Only		
Address		PO Box 431045
City		Pontiac
Zip Code		48343
<b>Areawide Benefit Projects Only</b>		
Census Tracts (CTs) and Block Groups (BGs) Attach Areawide Benefit Map		
	CT _____ BG _____	CT _____ BG _____
	CT _____ BG _____	CT _____ BG _____
	CT _____ BG _____	CT _____ BG _____
	CT _____ BG _____	CT _____ BG _____

11. Describe the service area for the following:		
	Project Type	Service Area
Fire Station/ Equipment		
Park Recreational Facilities		
Special Assessments		

12. Environmental Review Record				
(Please <input checked="" type="checkbox"/> each box as it applies and attach all required documents)				
<input checked="" type="checkbox"/>	<b>Exempt Project</b>			
X	Project is Exempt per 24 CFR 58.34			
X	Project Location Map Attached (Google)			
<input checked="" type="checkbox"/>	<b>Categorically Excluded Project</b>			
	Statutory Checklist			
	Project Location Map Attached (Google)			
	Flood Plain Map <a href="https://gis.oakgov.com/PropertyGateway/Home.mvc">https://gis.oakgov.com/PropertyGateway/Home.mvc</a>		Project in Flood Plain	8 Step Attached
<input checked="" type="checkbox"/>	<b>Environmentally Assessed Project</b>			
	Environmental Assessment			
	Project Location Map Attached (Google)			
	Flood Plain Map <a href="https://gis.oakgov.com/PropertyGateway/Home.mvc">https://gis.oakgov.com/PropertyGateway/Home.mvc</a>		Project in Flood Plain	8 Step Attached
<input checked="" type="checkbox"/>	<b>Other Projects</b>			
	Historic Preservation Profile (HPP) Attached		Demolition Checklist Attached	

## PY 2018 CDBG APPLICATION – PART 5

**(Please complete for each project)** Project # \_\_\_\_\_ Allocation: \$ \_\_\_\_\_

<b>13. Project Purpose (PUBLIC SERVICES PROJECTS ONLY)</b>		
Help Prevent Homelessness?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help the Homeless?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help those with HIV/AIDS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help Persons with Disabilities?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

<b>14. Project Purpose (PUBLIC FACILITIES &amp; IMPROVEMENTS PROJECTS ONLY)</b>		
Will the project meet ADA standards for access?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>15. Describe Additional Resources</b>	
Other Federal Funds	\$ _____
State/Local Funds	\$ _____
Other Funds	\$ _____

<b>16. Project Duration</b>		
This is a new project for PY 2018	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
This is an ongoing project from PY 2013	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
This ongoing project has been offered since PY	South Lyon has participated in this program for 13 years	
For ongoing projects describe PY 2017 results i.e. 9% of participants had greater access to public services.	Haven has also provided a list of the streets and numbers of clients served but has requested that this information remain confidential due to the sensitive nature of their service	

<b>17. Project Administration</b>		
Community will manage project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Community will hire a vendor to manage project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
County will administer contract	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



## Environmental Review for Activity/Project that is Exempt

### **Project Information**

**Project Name:** HAVEN - services for abused spouses and their children

**Responsible Entity:** OAKLAND COUNTY

**Preparer:** Lynne Ladner

**Certifying Officer Name and Title:** Dan Pelchat, Mayor

**Project Location:** PO Box 431045, Pontiac, MI 48343

**Description of the Proposed Project** [24 CFR 58.32; 40 CFR 1508.25]

Services for abused spouses and their children as part of a county executed and administered contract with HAVEN

### **Level of Environmental Review Determination:**

Activity/Project is Exempt per 24 CFR 58.34(a):

**Responsible Entity Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

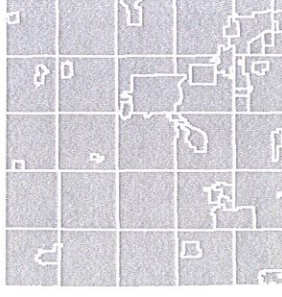




Economic Development & Community Affairs  
L. Brooks Patterson, County Executive

OAKLAND COUNTY  
COMMUNITY & HOME IMPROVEMENT

Oakland Pointe  
250 Elizabeth Lake Road, Ste. 1900  
Pontiac, MI 48341-0414  
248.858.0493  
www.oakgov.com/chi



## Area-Wide Benefit Map

City of South Lyon



County Border



Community Boundary  
(Highlighted)



Community Boundary  
(Adjacent)



Census Tract 2010



Eligible Area-Wide  
Benefit Block Groups



Non-Eligible Block Groups



Interstate



US



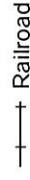
State



Major



Minor



Railroad



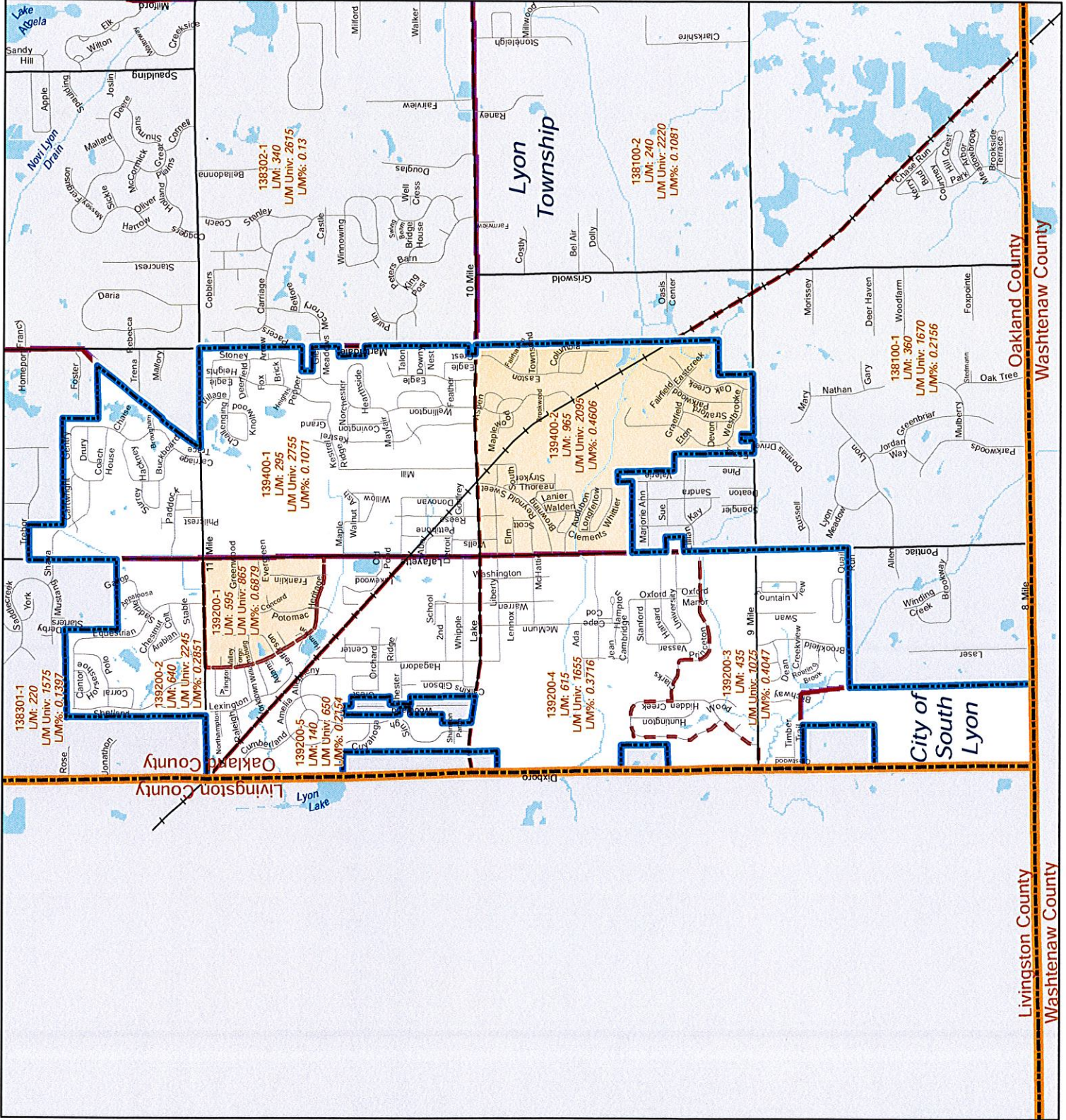
Waterbodies



1 in = 0.48 miles

This Census Block Group map reflects 2014  
LMI data from the U.S. Department of  
Housing and Urban Development.

Map Created On: 9/5/2014



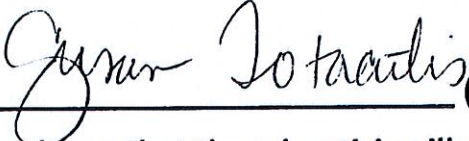




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**BE IT MADE KNOWN THAT THE FOLLOWING ADVERTISEMENT APPEARED IN:**  
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**Publication: South Lyon Herald  
Placed by: City of South Lyon  
Subject: Community Development Block Grant  
Date of Publication: November 16, 2017**

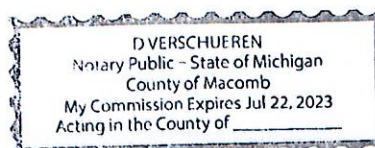
 (Susan Totoraitis), being duly sworn, deposes  
and says that the advertising illustrated above/attached was published in the  
South Lyon Herald Newspaper on the following date/s/: November 16, 2017,  
INVOICE Number 333929, and as an authorized employee of the Observer and  
Eccentric Media, she knows well the facts stated/herein. Cost: \$106.20.

**STATE OF MICHIGAN**

**NOTARIZED BY:** 

**Commission Expires: July 22, 2023**

**(Acting in County of) Macomb Notary Public in and for said County**





## CONFLICT OF INTEREST CERTIFICATION

Code of Federal Regulations Title 24, Volume 3  
Revised as of April 1, 2004 CITE: 24CFR570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY  
FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD  
Part 570 Community Development Block Grants Subpart K Other Program Requirements  
Sec. 570.611 Conflict of interest

**(a) Applicability.** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

**(b) Conflicts prohibited.** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**(c) Persons covered.** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

**(d) Exceptions.** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

**(1) Threshold requirements.** HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

**(2) Factors to be considered for exceptions.** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable: (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation; (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section; (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

<b>Community Name:</b>	
<b>Name of Highest Elected Official (HEO) and Title:</b>	
<b>Signature of HEO or Designee:</b>	<hr/> Signature/Title

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## Registration Status: Active

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**12-19-2017**

**South Lyon, City Of (inc)**

DBA:

[Renew Registration](#)



The final date payments can be received for previously awarded contracts is 02-17-2018.

Lori Mosier  
335 S. Warren

South Lyon, MI 48178-

Email: [Imosier@southlyonmi.org](mailto:Imosier@southlyonmi.org)

Phone Number: (248) 437-1735

Fax Number: (248) 486-0049

Mailing Address: 335 S Warren

South Lyon, MI 48178-1317

DUNS: 021842117

CAGE: 74RG1

Public Business Name: Yes

Delinquent Federal Debt: No

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Woman Owned Small Business Registration (WOSB/EDWOSB)

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- GSAP Registration
- HUBZONE Program Registration
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- WAWF Registration
- WOSB/EDWOSB Registration

## Additional Information

- About SAM (System for Award Management)
- About USFCR
- Federal Contracting FAQ
- Federal Glossary
- Full Vs Self Service Registration
- Importance of a 60 Day Renewal
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## Federal Resources

# AGENDA NOTE

**MEETING DATE:** November 27, 2017

**PERSON PLACING ITEM ON AGENDA:** City Attorney

**AGENDA TOPIC:** Proposed Restrictive Covenant for 128 S. Lafayette

**EXPLANATION OF TOPIC:** Arcadis, on behalf of BP Products North America, Inc. has requested that the City approve a Restrictive Covenant on the 128 S. Lafayette property. This property is currently a City parking lot and was the former site of an Amoco gas station. While used as a gas station, petroleum contaminants were released into the soils. Between 1988 and 1993 the property was remediated, which included the removal of underground storage tanks and some contaminated soils. BP and its consultants have monitored and tested the soils and groundwater on and around the property since then.

The property still contains regulated hazardous substances in excess of the concentrations for unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. The Restrictive Covenant, if approved, will (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 closure report are effective. Therefore, BP, through Arcadis, proposes the Restrictive Covenant to protect public health, safety and welfare and the environment by prohibiting and restricting activities that could result in unacceptable exposure to environmental contamination present at the property.

Arcadis has provided a copy of the Restrictive Covenant on the adjacent property executed by AT&T.

An approval of the Restrictive Covenant is needed as part of the process regulatory closure of the site through the DEQ.

A representative of Arcadis will be present to address any questions or concerns.

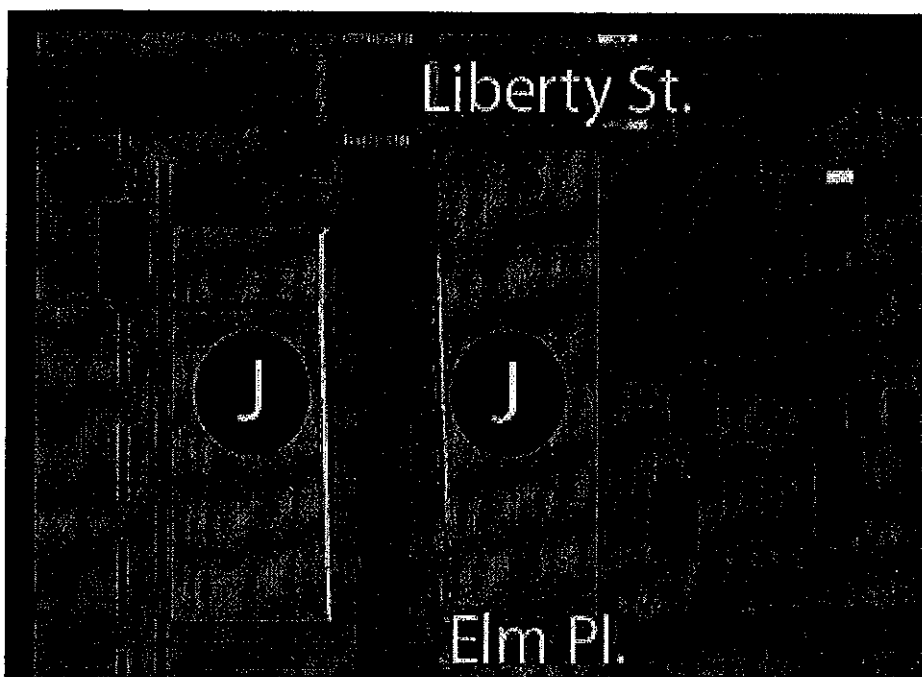
## **MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

- Arcadis Fact Sheet
- Proposed Restrictive Covenant
- Due Care Plan Citizens Guide
- ASTI Environmental Report dated 10/5/17
- Warranty Deed
- Right of Entry and Release
- Emails with Arcadis including offer of \$15,000 for a signed RC that results in a regulatory closure
- DEQ - Citizens Guide to Restrictive Covenants on Contaminated Properties

**POSSIBLE COURSES OF ACTION:** approve/reject/postpone/no action

**RECOMMENDATION:**

**SUGGESTED MOTION:**



128 S. LAFAYETTE STREET | DIAGRAM FROM SOUTH LYON MASTER PLAN

## Achieving MDEQ Regulatory Site Closure

at

Former Amoco Station  
128 S. Lafayette Street  
South Lyon, MI

SOUTH LYON COUNCIL MEETING 11/27/17

### Fact Sheet Update Former Amoco Station Corrective Action Efforts and Site Closure

The Former Amoco Service Station No. 5235 is located at 128 S. Lafayette Street (formerly 138 S. Lafayette Street), in South Lyon, Oakland County, Michigan (Site). The Site is currently a small paved public parking lot owned by the City of South Lyon, located adjacent to the northwest corner of the intersection of South Lafayette Street and Liberty Street in an area of commercial and residential development. The municipal parking lot is used for the Farmer's Market, and the South Lyon Master Plan includes a mixed-use redevelopment as part of a new downtown core on Lafayette Street.

The purpose of this Fact Sheet is to answer questions about the corrective action and site closure efforts, including a request before the City to sign a Declaration of Restrictive Covenant for the Site as part of regulatory closure under Michigan's underground storage tank (UST) cleanup program.

#### Background

The Site operated as a retail gasoline station from 1961 to 1993. There are several properties in the downtown core that were used as gasoline stations including another municipal parking lot across Liberty Street. Several commercial properties are located adjacent to the Site, with residential properties located across Liberty Street to the south/southwest. The Site is not located near any sensitive environmental receptors.

#### Corrective Action Efforts

According to the MDEQ Storage Tank Facilities List, Confirmed Release Number C-1465-85 was reported to the Michigan State Police Fire Marshal Division on January 16, 1992 based on petroleum hydrocarbons found in groundwater samples

collected from the Site (BP Release). From the time the petroleum release was identified to the present (25 years), corrective actions conducted by BP Products North America Inc. (BP) have included installation of several groundwater monitoring wells (current well network consists of 19 monitoring wells) and monitoring events on an annual to quarterly basis.

Groundwater conditions on and off-Site have been well characterized and years of groundwater analysis show stable to decreasing trends of groundwater concentrations over time for the monitoring well network associated with the Site. Residual groundwater impacts remaining do not present unacceptable risk to human health or the environment under Michigan cleanup standards for non-residential properties.

Soil investigations have been conducted over 25 years to characterize and delineate the extent of impacts to soil and groundwater. Approximately 105 cubic yards of impacted soil were excavated from the Site and replaced with clean fill as part of corrective action efforts. Soil investigations show that residual soil impacts at the Site do not present unacceptable risk to human health and the environment for non-residential properties.

Additional remediation technologies were evaluated for the Site and were determined to not be feasible. Arcadis completed an engineering feasibility study to evaluate air-sparge and soil vapor extraction (AS/SVE), a conventional physical remediation approach to further reduce contaminant mass. AS/SVE was ruled out as a feasible remedy due to limited saturated thickness, an impermeable clay layer below the water table that

would impede vertical air flow. AS/SVE was determined not to be effective to remove additional contamination. In addition, an injection test was performed to determine the feasibility of injecting a reagent into the groundwater to expedite contaminant degradation. However, biogeochemical analysis of groundwater indicated reagent injection would not be effective and that natural attenuation is effectively reducing contaminant concentrations at the Site. The residual contamination that remains on-site is what remains after excavation, corrective action efforts and evaluations and is expected to naturally attenuate over time.

### Site Closure

Due to the residual soil and groundwater impacts remaining after remedial efforts, a Declaration of Restrictive Covenant (RC) is needed for the Site for the Michigan Department of Environmental Quality (MDEQ) to grant site closure under the Michigan UST cleanup program. The proposed RC would: 1) prohibit use of groundwater for drinking water or irrigation purposes (No Groundwater Use), and 2) require an evaluation for the potential of regulated substances to migrate into any new structure on the Site above MDEQ's acceptable cleanup standards (Vapor Intrusion), and if needed due to the potential for Vapor Intrusion, installation of a vapor barrier as part of the new construction (Vapor Intrusion Mitigation). These requirements already pertain to the Property Owner under Michigan's Due Care Statute (Section 20107a of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA)). The proposed RC does not alter or compound those requirements; however, it does help ensure compliance with Due Care requirements by documenting the site conditions and use restrictions for current and future Property Owners.

### Off-Site RC Signed by Property Owner

As part of the site closure efforts, Michigan Bell Telephone Company, the property owner of an adjacent property located at 110 West Liberty Street, signed a similar RC for its property on January 12, 2015. The final steps to MDEQ site closure are: 1) obtaining an RC for the Site, 2) filing a closure report with the MDEQ and obtaining site closure, and 3) decommissioning the groundwater monitoring wells and conducting surface restoration after groundwater monitoring well removal.

Additional information about the corrective action efforts and site closure is available at the MDEQ at the Southeast Michigan District office located at 27700 Donald Court, Warren Michigan. Information about the UST cleanup program is available at the following link: [www.michigan.gov/deqrrd](http://www.michigan.gov/deqrrd).

### Frequently Asked Questions

#### 1. Why is an RC needed for MDEQ site closure?

The RC will provide public notice that this Site was a former gas station and ensure that any development occurs without environmental risks such as Vapor Intrusion. The MDEQ UST

environmental laws require an RC to obtain a formal site closure under the Michigan UST cleanup program.

#### 2. Why should I care about formal site closure?

Developers are willing to redevelop former gas stations but want to make sure that a former gas station has achieved formal site closure. The site closure status is an acknowledgement from the MDEQ that the site has been investigated and corrective action measures implemented to completion, so the site is not an unacceptable risk to human health and the environment. Formal site closures indicate that a site is ready for redevelopment and will be more attractive for reuse under the Master Plan. Without MDEQ Closure, these unanswered questions affect potential purchasers or developers of property to move forward with a plan.

#### 3. The Master Plan identifies the Site for a Mixed-Use Development. Can the Site be used for a Mixed-Use that includes residential units?

Yes, the Site can be used for a mixed-use development that includes residential units. Under the RC, any development plans must include a Vapor Intrusion Investigation and Vapor Mitigation if the investigation indicates that a vapor barrier is needed, for the portion of the Site identified in the RC as "Restriction Area B".

#### 4. How much does a Vapor Intrusion Investigation and a Vapor Barrier cost for the Site? Who will pay for these costs?

The Site is a small parking lot and it is possible to estimate the costs of a vapor intrusion investigation and the installation of a vapor barrier. BP's environmental consultant is prepared to work with the City to determine these amounts and pay the City for these costs when the City signs the RC.

#### 5. Is the City liable for the residual environmental impacts? Can MDEQ force the City to conduct additional cleanup?

No, the City is not liable for the costs of cleanup actions under the MDEQ UST cleanup program if 1) the City became the owner of the contaminated UST property after March 6, 1996, 2) was not responsible for the release, 3) conducted an adequate Baseline Environmental Assessment (BEA), 4) submitted the BEA to the MDEQ prior to or within 45 days of becoming the owner, and 5) disclosed the BEA results to subsequent purchasers or transferees.

In addition, even if you are not liable for the contamination, there are Due Care Obligations under the Michigan UST cleanup program. In general, the Due Care Obligations require that the property owner: 1) not worsen the existing contamination, 2) prevent unacceptable human exposure (such as Vapor Intrusion), 3) take reasonable precautions against the reasonably foreseeable acts or omissions of a third party, 4) provide reasonable cooperation, assistance and access to persons (MDEQ, responsible party) that are authorized to conduct response activities at the property, and 5) comply with

any land use or resource use restrictions relied on in connection with the corrective action efforts.

6. If the City signs the RC, will it be subjecting itself to greater environmental liability?

No, the City will not be subjecting itself to greater environmental liability. The City acquired the Site while the corrective action process was ongoing, and so the Due Care Obligations already apply to the City. In addition, if the City signs the RC, BP will provide the City with an indemnity agreement to defend, protect, indemnify and hold harmless the City and subsequent owners of the Site from and against any and all third party (including, but not limited to, governmental regulatory authority) claims, liabilities, obligations, penalties, actions, fines, and judgments, relating to or arising out of BP Release, whether on or off the Site.

7. Does signing the RC further restrict the City's use or marketing of the Site beyond existing requirements?

No. The sitewide restriction on groundwater wells is consistent with the City's municipal water supply ordinance (well-head protection zone) that prohibits installing a groundwater monitoring well in a well head protection area. In addition, the small area with vapor intrusion restrictions, that is marked as "Restriction Area B" on the RC's site map is consistent with Michigan Due Care Obligations that require property owners to prevent exacerbation of contamination and unacceptable exposures. However, MDEQ does not allow reliance on the Due Care Obligations alone for approving a site closure under the Michigan UST cleanup program. MDEQ requires a RC that runs with the deed.

8. What are the next steps and timeline after the RC for Site Closure?

After completing the RC, it will be recorded at the County Register of Deeds. A Final Closure Report for the Site will be filed with the MDEQ. The MDEQ will have up to 180 days to provide comment or approve the Closure Report. Upon approval of the Closure Report, the existing monitoring well network will be properly abandoned, and surface cover restored to surrounding conditions. At that point the Site closure process is complete.

For further information, please contact: Troy Sclafani at [troy.sclafani@arcadis.com](mailto:troy.sclafani@arcadis.com).



## 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. 5285, **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 6 to 19 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)  
\_\_\_\_\_,  
(Name) (Title) representative for the City of South Lyon,  
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 #: 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 RESOUCE USE RESTRICTIONS**

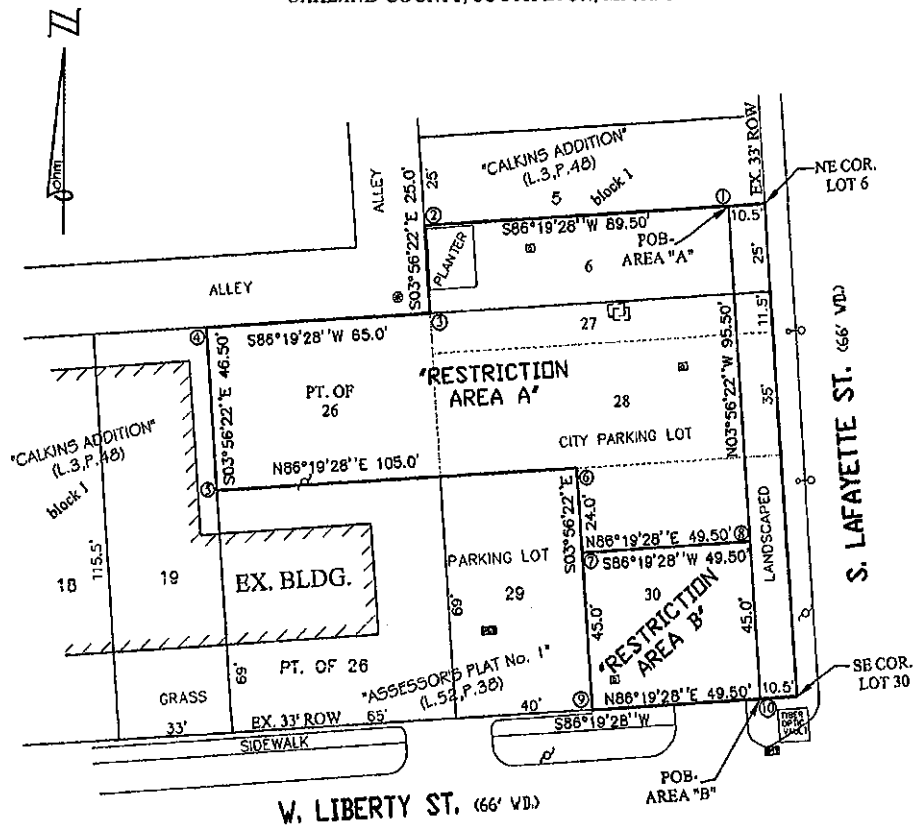
*[a survey of the property will be completed prior to finalizing this RC; a figure is included  
for reference of the restricted areas]*

**DRAFT**



# BOUNDARY SURVEY

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	350695.9577	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)



SCALE: 1" = 40'

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.

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

## LEGEND

ROW RIGHT OF WAY  
● PUBLIC LAND CORNER  
POB POINT OF BEGINNING

## 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) 522-8711 | f (734) 522-8427

Advancing Communities

DATE: 07-17-14  
DRAWN BY: SH  
CHK: 5235SITE  
SHEET: 1 OF 2  
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

**OHM**

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  
2 OF 2

JOB NO.  
7282-14-0041

**EXHIBIT 4**

**EXTENT OF LNAPL**

**DRAFT**



## PART 201 CITIZEN'S GUIDE

# Due Care Requirements

*For owners or operators of contaminated property*

This handout describes the "Due Care" requirements for owners and operators of property that is contaminated.

Section 20107a of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), specifically requires that owners and operators take due care measures to ensure that existing contamination on a property does not cause unacceptable risks and is not exacerbated. Such measures include evaluating the contamination and taking necessary response actions. Due care requirements are not related to the owner or operator's liability for the contaminants; they apply to non-labile parties and liable parties alike. The due care requirements were designed so contaminated properties could be safely redeveloped.



## DUE CARE REQUIREMENTS SECTION 20107a

An owner or operator of a facility shall do all of the following with respect to hazardous substances at a facility:

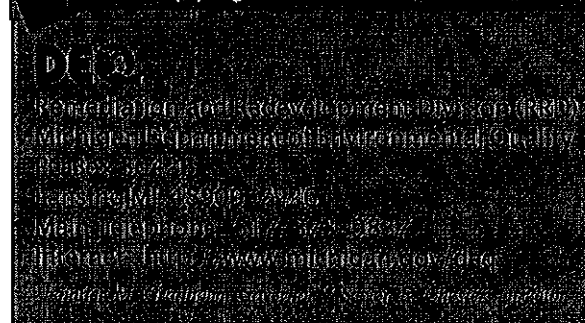
- ▶ Prevent exacerbation of the existing contamination.
- ▶ Prevent unacceptable human exposure and mitigate fire and explosion hazards to allow for the intended use of the facility in a manner that protects the public health and safety.
- ▶ Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party.
- ▶ Provide notifications to the DEQ and others.

A facility is defined in Section 20101 of the NREPA. Further information can be found electronically on the DEQ Web Page:

- ▶ *Part 201 Rules 744 - 752*  
([www.michigan.gov/deq](http://www.michigan.gov/deq); select Land, Land Cleanup, Site Investigation & Cleanup; scroll down to Laws & Rules, select Part 201 Rules)
- ▶ *Part 201 Citizen's Guide on Baseline Environmental Assessments*  
([www.michigan.gov/bea](http://www.michigan.gov/bea); scroll down to Information, select BEA Citizen's Guide)

The requirements for due care are summarized on the next few pages and are also specified in the Due Care Administrative Rules ([www.michigan.gov/bea](http://www.michigan.gov/bea); scroll down to Laws & Rules, select Section 20107a "Due Care" Administrative Rules).

A fact sheet on Michigan's environmental cleanup program from ...



## **PREVENTING EXACERBATION**

Exacerbation occurs when an activity undertaken by the person who owns or operates the property causes the existing contamination to migrate beyond the property boundaries. Examples of exacerbation include: the mishandling of excavated contaminated soil such that contamination now migrates off-site; pumping contaminated water from footing drains into a nearby ditch; or creating a new migration pathway by putting a utility line through a zone of highly contaminated groundwater. An owner or operator can also exacerbate contamination by changing the facility conditions in a manner that would increase the response activity costs for the liable party. An example might be to place a building over the source of the existing contamination. A person that causes exacerbation would be liable for remediation of the contamination they caused or paying the increase in the response activity costs.

## **PREVENTING UNACCEPTABLE HUMAN RISK**

Owners and operators must exercise due care by undertaking response activities that are necessary to prevent unacceptable exposures to contamination. The existing contamination must be evaluated to determine if the people using or working at the property would be exposed to contamination at levels above the appropriate criteria. Criteria for differing land uses can be found in the Part 201 Administrative Rules (Rules 744-752). For example, if groundwater used for drinking is contaminated above the drinking water criteria then the owner and operator must provide an alternative water supply. If soils are contaminated above the direct contact criteria for the appropriate land use at the surface of the property, then people must be prevented from coming into contact

with those soils by restricting access, installing a protective barrier, or removing contaminated soil. Protective barriers can be clean soil, concrete, paving, etc. In some instances, remediation of the contamination may be the most cost effective due care measure. In addition, if there is a potential unacceptable risk for utility workers or people conducting activities in an easement, then utility and/or easement holders must be notified in writing of the conditions by the owner or operator. If there is a fire and explosion hazard, the local fire department must be notified and the situation must be mitigated.

## **TAKING REASONABLE PRECAUTIONS**

Taking reasonable precautions against the reasonably foreseeable actions and omissions of a third party means trying to prevent things that could cause a third party to be exposed to an unacceptable risk. This might include: notifying contractors of contamination so they can take proper precautions; preventing trespass that would result in an unacceptable exposure (neighborhood kids playing in a vacant industrial yard that has direct contact hazards); taking actions to secure abandoned containers so they don't get damaged by traffic, etc.

## **DUE CARE DOCUMENTATION**

Owners and operators must maintain documentation that due care needs have been evaluated and any response actions that are needed have been taken. If applicable, maintenance and repair of the response action must also be documented. The documentation does not need to be submitted to the DEQ, but must be available for the DEQ to review upon request within 8 months of becoming the owner or operator or of having knowledge that the property is a facility. Documentation

requirements are described in the Due Care Administrative Rules. If a person is petitioning the DEQ to review a Baseline Environmental Assessment (BEA), that person may request the DEQ to also review a Section 7a Compliance Analysis. This is a report of the evaluation of the due care needs and a plan for response actions. The required format and content for the Section 7a Compliance Analysis to be submitted with a BEA are provided in the BEA Instructions, available from DEQ District Offices and the DEQ Web Page: [www.michigan.gov/bea](http://www.michigan.gov/bea). The DEQ has developed a Citizen's Guide on BEAs that is also available at the above Internet address.

## NOTIFICATION

The Due Care Rules require notification to the DEQ and others in the following circumstances:

- ▶ Notify the DEQ if there are discarded or abandoned containers that contain hazardous substances on the property; see Form EQP 4476.
- ▶ Notify the DEQ and adjacent property owners if contaminants are migrating off the property; see Form EQP 4476.
- ▶ Notify the local fire department if there is a fire or explosion hazard.
- ▶ Notify utility and easement holders if contaminants could cause unacceptable exposures and/or fire and explosion hazards.

These notices must be made within 45 days of becoming the owner or operator, or of having knowledge of the conditions. The forms are available at DEQ District Offices and the DEQ Web Page: [www.michigan.gov/bea](http://www.michigan.gov/bea).

## EXEMPTIONS/LIMITATIONS

Part 201 provides an exemption to the Due Care requirements for the following entities:

- ▶ A local unit of government (LUG) that involuntarily acquires title or control of property by virtue of its governmental functions, or the property is transferred to the LUG from the state or a LUG that is not liable under Part 201.
- ▶ A LUG that has an easement interest or holds a utility franchise for a transportation or utility corridor or public right of way.
- ▶ A LUG that is not liable and is leasing the property to a non-labile party.
- ▶ An owner or operator of property where the contamination is migrating onto the property.
- ▶ An owner or operator of a utility franchise on the property.
- ▶ An owner or operator of the severed mineral rights to the property.

This exemption does not include exacerbation caused by the owner or operator. While Part 201 provides these exemptions, it may be in the owner or operator's best interest to ensure the property is safe for the intended use and that they do not cause a new release by their actions or exacerbate pre-existing contamination. Section 201071(5) specifies utilities and severed mineral right owners must exercise due care in regard to their own activities.

## SOURCES OF INFORMATION

**DEQ Environmental Assistance Center:**

1-800-662-9278

**DEQ BEAs & Due Care Web Page:**

[www.michigan.gov/bea](http://www.michigan.gov/bea)

*(Includes DEQ District Office locations)*

**DEQ Contacts:**

**Remediation and Redevelopment Division**

Part 201 (Environmental Remediation)

Rhonda Klann

989-894-6248

[klannr@michigan.gov](mailto:klannr@michigan.gov)

Part 213 (Leaking Underground Storage Tanks)

Jeanne Schlaufman

586-753-3823

[schlaufmanj@michigan.gov](mailto:schlaufmanj@michigan.gov)

**Geological and Land Management Division**

Parts 615, 625 -- Oil/Gas/Mineral Wells

Janice Smith, 517-241-1551

[smithj6@michigan.gov](mailto:smithj6@michigan.gov)



January 2004



*Investigation • Remediation  
Compliance • Restoration*

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Brighton, MI 48116

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Brighton, MI 48116-2160

800 396-ASTI  
Fax: 810.226.3800

[www.asti-env.com](http://www.asti-env.com)

**Sent Via Email Only**

October 5, 2017

**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 and Sample Assurance Documents Review for 128 South Lafayette Street, South Lyon, Michigan (ASTI Project No. 9768)*

Dear Mr. Wilhelm:

The following letter has been prepared to present ASTI Environmental's (ASTI) observations following review of the proposed Restrictive Covenant (RC) and related documents that BP Products North America, Inc. (BP), through their environmental consultant (Acardis), has requested the City of South Lyon sign to assist Acardis in closing a historical underground storage tank release at the 128 South Lafayette Street property (the "Subject Property"). The following sections present a summary of ASTI's observations following review of the restrictive covenant and related documents, and also outline potential impacts posed to the city and future developers of the Subject Property.

**Scope of Work**

As outlined in ASTI's proposal, ASTI completed the following scope of work to assist the City of South Lyon.

- ASTI reviewed the proposed RC and related documents including the Leaking Underground Storage Tank (LUST) Closure Report.
- ASTI reviewed the sample Assurance Letter and License Agreement that BP provided the City of South Lyon.



- ASTI reviewed the City of South Lyon Wellhead Protection Plan for any implications or impacts to the plan due to the location of the Subject Property being within a wellhead protection area.

### **Site History**

The Subject Property operated as a retail gasoline filling station from approximately 1961 until 1993. The former station building was demolished in 1996. The former gasoline station operated a total of seven former underground storage tanks (USTs) including three 6,000-gallon gasoline USTs (installed in 1962), one 8,000-gallon gasoline UST (installed in 1970), two 500-gallon kerosene and/or heating oil USTs (installed in 1961) and one 550-gallon used oil UST (installed in 1986).

Based on ASTI's review of the Michigan Department of Environmental Quality (MDEQ) Storage Tank Facilities List, a confirmed release (Number C-1465-85) was reported for the Subject Property to the Michigan State Police Fire Marshal Division on January 16, 1992. The confirmed release was reported based on petroleum hydrocarbons found in groundwater samples. A 45-Day Site Characterization and Remedial Investigation Report detailing soil and groundwater investigations completed from 1989 to 1993 was submitted to the MDEQ on February 19, 1993.

Seven USTs and associated piping lines were removed from the Subject Property on April 19 and 20, 1993. After removal of the USTs, the exterior of the tanks were visually inspected for deterioration that could have contributed to the release. All USTs were observed to be in good condition. During tank removal activities, an additional UST was discovered on the Subject Property. It was determined that the additional UST contained white fuel.

A Phase I (150-Day) Hydrogeological Investigation Report was submitted to the MDEQ on May 23, 1994 and a Phase II (210-Day) Hydrogeological Work Plan was submitted on July 22, 1994. An Interim Corrective Action Plan was submitted to the MDEQ on August 16, 1994, proposing an air sparging and soil vapor extraction (AS/SVE) system as the remedial method for impacted soil and groundwater on the Subject Property. However, the system was never implemented as it was later determined that no active remediation was required for the Subject Property due to changing MDEQ regulations.

A Closure Report was submitted to the MDEQ on April 9, 1998 by Delta Environmental based on pathway evaluations and a Tier I evaluation. On June 18, 1998, the MDEQ

issued an Audit of Corrective Actions in response to the Closure Report. The MDEQ concluded that the investigations conducted and summarized had not been completed in accordance with Part 213 of the Natural Resources and Environmental Protection Act.

On October 24, 2005, mobile non-aqueous phase liquid (NAPL) was observed in a monitoring well on the Subject Property. Monthly mobile NAPL checks were initiated and quarterly Free Product Recovery Status Reports were submitted to the MDEQ, beginning with the 4<sup>th</sup> Quarter 2005. On January 6, 2006, mobile NAPL was observed in a second well on the Site. Initial abatement was performed by hand bailing methods and by the use of absorbent socks placed in the monitoring wells. Mobile NAPL has not been observed at the Subject Property since early 2006.

Routine groundwater sampling has been performed at the Subject Property between 1991 and July 2013. Based on the groundwater sampling, an injection pilot test was conducted on October 10, 2011. The results of the pilot test indicated that injection of reagents would be feasible; however, biogeochemical analysis and groundwater concentration trend analysis indicated that natural attenuation was occurring, and potential corrective actions involving reagent injections were not pursued further.

A draft closure report for the release was prepared by Arcadis in 2016. A copy of the draft closure report was provided to ASTI for review. All site history data in this letter was obtained from a review of this draft report.

Review of the groundwater laboratory analytical results summarized in the 2016 draft Closure Report indicate that groundwater concentrations of gasoline parameters on the Subject Property exceed the MDEQ Part 213 Drinking Water (DW) and Groundwater Surface Water Interface (GSI) Risk-based Screening Levels (RBSLs) near the former gasoline UST basin and off-site on the neighboring property to the west. In addition, Arcadis asserts that the groundwater impacts are delineated horizontally to the north by monitoring wells MW-10, MW-11, MW-16, MW-16D, and MW-17D, to the south, east, and west by monitoring wells MW-13, MW-20, MW-21, MW-22, MW-23 and MW-27, and vertically by a clay confining layer. The clay confining layer varies from 3 to 5 feet thick on the Subject Property to 19 to 75 feet thick at the city owned wells approximately 0.27-mile south of the Subject Property.

As part of the 2016 draft Closure Report, a restrictive covenant has been proposed for the Subject Property. A similar restrictive covenant has already been applied on the western adjoining property.

#### **Site Location Considerations**

As noted previously, the Subject Property is located within the City of South Lyon's well head protection area. Because groundwater impacts remain present on the Subject Property and neighboring property at levels exceeding the MDEQ DW RBSLs, the Subject Property poses a potential risk to the City of South Lyon's drinking water supply.

However, review of the data contained within the 2016 draft Closure Report revealed that the LUST site poses minimal risk to impact South Lyon's drinking water supply for the following reasons:

- Natural attenuation of the contamination is occurring. Based on ASTI's review of the available data, it appears that natural attenuation of the contaminants is occurring within the groundwater. Evidence for this is provided by the fact that contaminant concentrations appear to have remained relatively constant during the last two or three years of groundwater monitoring.
- Distance to the city-owned drinking water wells. The Subject Property is approximately 0.27-mile from the closest city-owned well. Based on the ongoing natural attenuation (and other natural forces including advection and dispersion) it is very unlikely that any measurable concentration of petroleum impact from the Subject Property could reach the drinking water wells prior to the contaminants degrading to acceptable levels.
- The impacted groundwater appears to be confined to a shallow aquifer based on review of the borings logs provided in the closure report. In addition, a significant clay layer was also noted in each of the boring logs for the six city-owned drinking water wells between the aquifer they are screened in (from 55 feet below grade to approximately 85 to more than 140 feet below grade) and the shallow aquifer (from surface to approximately 17 to 22 feet below grade). Based on the presence of this clay layer in each of the Subject Property borings and each of the city well logs, it is likely that this clay layer is present between the Subject Property and the city wells. This unit appears to be acting as an aquitard protecting the lower groundwater bearing unit in the area of the Subject Property and the city wells.

- The nature of the identified impacts on the Subject Property. The identified impacts on the Subject Property consist of gasoline compounds. These gasoline compounds tend to "float" on top of the groundwater and generally do not penetrate deeply into a groundwater unit.

#### **Site Ownership/Development Considerations**

As noted previously, part of the closure strategy proposed for the Subject Property includes the use of a restrictive covenant (RC) to prevent potential exposure of Subject Property users to unacceptable levels of petroleum impacted soil and/or groundwater underlying the Subject Property. Review of the proposed RC identified the following considerations for the Subject Property owner.

- All groundwater extraction for either potable or irrigation use is prohibited.
- Building development on the southern portion of the Subject Property would need to incorporate engineering controls to prevent vapor intrusion.
- Development of the Subject Property would need to occur around the existing wells as none of the wells can be removed from the Subject Property until the MDEQ determines that remaining groundwater impacts are no longer a potential danger to human health or the environment.
- The owner will need to provide access to the Subject Property for the former owner's consultant or other representative(s) and the MDEQ until the Subject Property has received closure and the wells have been properly abandoned. This access includes, but is not limited to, the installation of additional soil borings, monitoring wells, and/or possible treatment systems.
- Any activity that would disturb the pavement, groundwater or soil on the Subject Property would need to be reviewed and supervised by an environmental professional to ensure worker safety and compliance with due care obligations.

Although not noted as part of the RC, because the soil and groundwater are impacted, the Subject Property MUST remain covered with an impermeable surface (such as concrete or asphalt) in at least all of the areas currently covered. ASTI recommends that language to this effect be added to the RC.

Based on ASTI's understanding, the City of South Lyon anticipates continuing to operate the Subject Property as a paved parking lot. Based on this future use, the RC, as currently proposed, represents minimal risk for the City.

**Additional Considerations**

In addition to the RC, BP has proposed to provide the City with either a License Agreement or an Assurance Letter to provide the City with an additional means to assure that BP will obtain closure of the release from the Subject Property under applicable laws and regulations. ASTI reviewed the provided sample letter and agreement and although neither one was specific to the Subject Property, has the following general observations:

- Both documents provide the City with additional assurances that BP will continue to work toward properly obtaining closure of the release.
- Both documents provide the City with assurances that BP will hold the City harmless from any claims, financial or otherwise, arising out of the presence of petroleum contamination on the Subject Property.
- Language used in the provided sample Assurance Letter would obligate the City to sign without alterations any "paperwork that may be necessary for BP to secure Notice of Closure Report Considered Closed status". Therefore, the language of the final assurance document, whether a License Agreement or Assurance Letter, should be reviewed carefully to assure that the City would not become obligated to sign away legal rights on the Subject Property.
- Whichever assurance document is utilized, it should incorporate language stating that BP (at its cost) will properly abandon the existing monitoring wells and repair the Subject Property once the release on the Subject Property is closed by the MDEQ.

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



Brian J. Earl, EP

Hydrogeologist

**Attachments**

Example License Agreement - Redacted

Example Assurance Letter - Redacted

## LICENSE AGREEMENT

This License Agreement, hereinafter referred to as LICENSE, is entered into by the Villanova and BIP Products North America, Inc. whose address is [REDACTED] hereinafter referred to as LICENSOR, whose address is [REDACTED] and BIP Products North America, Inc. whose address is 201 Helios Way, Houston, Texas, hereinafter referred to as LICENSEE, for the purpose of allowing use of LICENSOR owned/controlled land/property for the specific purpose of Institutional Control of Environmental Contamination. The area described in Exhibit 1 will be referred to as the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY LICENSOR. The RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY LICENSOR is used by LICENSOR primarily as a Highway/Transportation Facility.

By their signatures below, the authorized representatives of LICENSOR and LICENSEE understand and agree to all terms of this LICENSE.

THIS AGREEMENT IS SUBJECT TO THE PARAMOUNT NEED TO SAFELY OPERATE AND MAINTAIN THE HIGHWAY/TRANSPORTATION FACILITY. LICENSOR reserves the right to construct, maintain, allow permits for utility, and any other transportation needs upon the area designated in this agreement. The LICENSEE is responsible for and shall, upon request, within 30 days pay Licensor for any and all increased costs for maintenance or construction associated with the site of environmental contamination within the area defined as the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY LICENSOR. In the event that the LICENSEE has posted some type of bond as part of this agreement, LICENSOR has the right to use this bond to cover all of LICENSOR's costs associated with any maintenance or construction project and the bond shall provide payment shall issue upon a written request for payment submitted by LICENSOR. The bond shall be used to cover additional maintenance or construction costs, and other incidental costs incurred as a result of or associated with the environmental contamination within the area defined as the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY LICENSOR.

LICENSOR reserves the right to require removal of any markers or monuments associated with this LICENSE, as needed for maintenance or construction purposes. LICENSOR will replace any markers or monuments at LICENSEE's sole cost and expense. The LICENSEE is responsible for keeping the monuments legible at all times as part of this agreement. Re-etching or re-stamping may be needed to satisfy this requirement.

At any time the LICENSEE has the right to request the LICENSE be terminated, provided that the LICENSEE can demonstrate to the satisfaction of LICENSOR through analytical testing that the specific property owned or controlled by LICENSOR, included in the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY LICENSOR, is suitable for unrestricted use with respect to environmental contamination or increased risks or costs associated with such environmental contamination which is or was the subject of the Institutional Control referenced in this License Agreement. Termination shall not relieve LICENSEE of liabilities previously incurred under this LICENSE.

In addition to the protection afforded by any policy of insurance which shall name LICENSOR as an additional insured, the LICENSEE agrees to indemnify and save harmless the LICENSOR, and all officers, agents, and employees thereof from each of the following:

A. Any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the LICENSEE under this agreement and;

B. Any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup costs, and for attorney fees and related costs arising out of, on, under, or by reason of the LICENSEE'S use of property controlled or owned by

LICENSOR, including costs pertaining to LICENSEE's existing contamination, acts to remediate such contamination and increased costs or other measures occasioned by the existence of such contamination, except claims resulting from the gross negligence or willful acts or omissions of LICENSOR; provided, however, it is agreed that failure by LICENSOR to notify or inform any person or entity of the existence of such contamination, this LICENSE or any Right of Way, Institutional Control Agreement or measures required therein, shall not constitute gross negligence or a willful act or omission for purposes of the foregoing exception.

At the request of public utility companies, cable television companies, or a governmental entity, LICENSOR may allow the removal or modification of the site markers with all costs paid by the public utility companies, cable television companies, or governmental entity. Costs for the replacement of site markers in such circumstances shall be borne by the entity requesting the removal or modification; provided, however, if LICENSOR requests the removal or modification, LICENSEE shall bear such costs for replacement.

The LICENSEE understands that the Michigan Department of Environmental Quality (MDEQ) may perform an audit of the Final Assessment Report or Closure Report for the corrective action that relies on the institutional control for the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY LICENSOR described in this LICENSE pursuant to Part 213, Leaking Underground Storage Tanks or part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. In the event the results of the audit determine that the corrective action is not complete within the RESTRICTED AREA WITHIN PROPERTY OWNED/CONTROLLED BY LICENSOR or the institutional control is not adequate protection against unacceptable exposure to regulated substances, the LICENSOR and LICENSEE agree to terminate or amend this license agreement and any associated documents thereto, as necessary to protect the public's health, safety, welfare and the environment. In such event, LICENSEE acknowledges that it, and not LICENSOR, shall be solely responsible for such remediation or protective measures as are necessary to protect the LICENSOR and its property and to protect the public's health, safety, welfare and the environment.

The parties mutually agree that this agreement is subject to the provisions of Act 189 of 1953, as amended (Use of Tax-Exempt Property).

LICENSEE must notify LICENSOR of any findings from an audit performed by the MDEQ within 30 days. Any costs associated with additional work performed by LICENSOR as a result of the audit findings will be paid by the LICENSEE.

LICENSEE shall notify MDEQ of any modification, deletion or termination of this agreement.

Exempt from Michigan Real Estate Transfer Tax per MCL 207.50(6)(c) and MCL 207.526(h)(4).

LICENSEE

BB Products North America, Inc.

By: [REDACTED]

Its: Contract Manager

LICENSOR

VILLAGE OF [REDACTED]

By: [REDACTED]

Its: [REDACTED]

The foregoing instrument was acknowledged before me in Harris County, Texas, on Dec 13, 2015, by [REDACTED] the Contracts Manager of BR Products North America, Inc. and on its behalf.



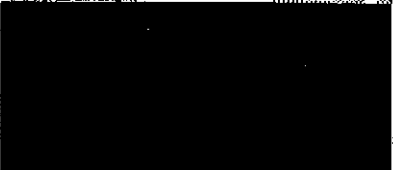
[REDACTED]  
Notary Public  
Harris County, Texas  
Acting in Harris County, Texas  
My commission expires: 6/12/2019

The foregoing instrument was acknowledged before me in Kent County, Michigan, on May 21, 2015, by [REDACTED] the President and Clerk, respectively of the Village of [REDACTED] and on its behalf.



[REDACTED]  
Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My commission expires: 11-24-18

Prepared by:



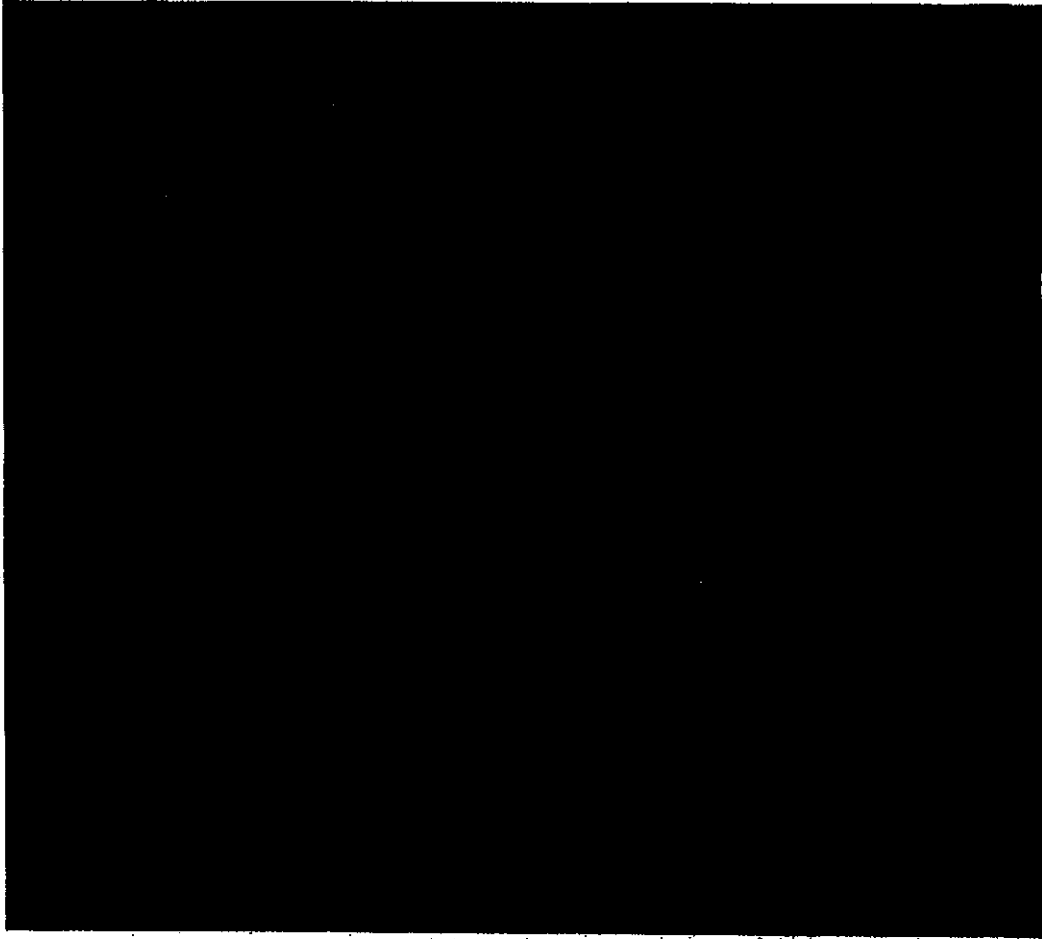
1017629241



**EXHIBIT I**

**Restricted Area within Property Owned/Controlled by Licensor**

(01/29/21)



LEGEND

- PROPERTY LINE
- LIGHTER GRAY DASHED LINES INDICATE FORMER SITE FEATURES
- ABANDONED/HAZARD ALDER WELL
- ABANDONED OBSERVATION WELL
- DESTROYED OBSERVATION WELL
- WATER WELL
- SOIL BORING
- ARCADIS SOIL BORING
- SUB-SLAB MONITORING POINT
- SAMPLE LOCATION
- PUMP ISLAND
- UNDERGROUND STORAGE TANK
- FORMER PUMP ISLAND
- FORMER UNDERGROUND STORAGE TANK (WITH GALLON CAPACITY)
- ESTIMATED EXCAVATION EXTENT
- COMPLIANCE BOUNDARY
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- WATER LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- GAS LINE
- FIBER OPTIC AND COMMUNICATION LINE
- TELEPHONE LINE
- MANHOLE
- WATER GATE
- UTILITY POLE
- CATCH BASIN
- HYDRANT
- LIGHT POLE
- ROW/AC BOUNDARY



ARCADIS

EXHIBIT 1



RECEIVED

MAY - 5 2014

LEGAL DEPARTMENT

Attorney at Law

April 24, 2014

Via First Class Mail

Mr. [REDACTED]  
BP America, Inc.  
150 West Warrenville Road  
Mail Code 200-1W  
Naperville, Illinois 60563

Re: [REDACTED]

Dear Mr. [REDACTED]

Enclosed herein, please find the returned Acknowledge and Acceptance, signed by Mr. [REDACTED]

If you should have any questions or concerns, please feel free to contact my office at any time.

Thank you and best regards,

Enclosure: 1  
CC: Client

bp

Senior Counsel  
BP Legal

BP America Inc.  
150 W. Warrenville Road  
Mall Code 200-1W  
Naperville, Illinois 60563  
Direct: (630) 420-6457  
Fax: (630) 420-5172

April 17, 2014

Mr. [REDACTED]  
[REDACTED]  
c/o [REDACTED]  
[REDACTED]

Re: [REDACTED]

Detroit, Michigan

Dear Mr. [REDACTED]:

You have represented to BP Products North America Inc., f/k/a Amoco Oil Company ("BP"), that you have purchased the above-referenced property ("Property") and are willing to execute the Declaration of Restrictive Covenant ("Declaration") if the following assurances are provided to [REDACTED] LLC ("Owner").

You have requested that BP provide Owner with certain assurances regarding responsibility for hydrocarbon contamination, if any, which may be present on the Property as a result of BP's former service station operations ("BP Contamination"). BP is interested in working with Owner on a cooperative basis to reasonably address their concerns. Please be advised that BP offers the following assurances.

BP is providing this letter for the benefit of Owner. This letter is not an admission by BP of responsibility or liability for the performance of any remediation activities at the Property. However, BP has worked with and continues to work with the appropriate local, state and/or federal agencies to meet site-specific requirements regarding corrective action for BP Contamination presently located on the Property ("Corrective Action") and required by the Michigan Department of Environmental Quality ("MDEQ").

BP shall perform Corrective Action requirements necessary to obtain closure via a Notice of Closure Report Considered Closed from MDEQ for FID # [REDACTED]. BP shall perform such Corrective Action in its sole discretion to the extent such discretion is allowed by law, regulations, and ordinances, may include a Risk Based Closure, and shall be performed with notice to and without intervention by Owner. After finalizing the Declaration, BP shall file a Closure Report that was completed under Part 213, Leaking Underground Storage Tanks, of the National Resources and Environmental Protection Act, 1994 PA 451, as amended.

Mr. [REDACTED]  
April 17, 2014  
Page 2

BP agrees to defend, protect, indemnify and hold harmless Owner from and against any and all third party (including, but not limited to, governmental regulatory authority) claims, liabilities, obligations, penalties, actions, fines, and judgments, relating to or arising out of BP Contamination, whether on or off the Property. BP shall, at its sole expense, cause to be performed Corrective Action (which may consist of monitoring and natural attenuation) of BP Contamination until MDEQ approves such actions and provides the Notice of Closure Report Considered Closed. BP's obligations hereunder are contingent on BP and BP's agents being allowed free and continuing access with advance notice to perform Corrective Action, including to inspect, monitor, test, service, repair and remove any existing groundwater monitoring wells and other borings, as BP deems necessary to fulfil its obligations as required by law.

Owner agrees to sign any paperwork that may be necessary for BP to secure Notice of Closure Report Considered Closed status, including the attached Declaration of Restrictive Covenant form or a revised form, if necessary, in substantially the same form (language may be modified by MDEQ). Owner further agrees to abide with restrictive covenants as specified in the attached Declaration and that the Property shall not be used in a manner inconsistent with the land use limitations specified in the Notice of Closure Report Considered Closed or the Declaration. If BP becomes aware that the Owner is failing to comply with the Declaration so that there is a potential for a reopening of FID # [REDACTED], BP agrees to notify Owner in writing about the violation and provide Owner with a reasonable opportunity to cure prior to pursuing any legal action under Paragraph 6. Enforcement of the Restrictive Covenant of the Declaration.

BP shall have no responsibility or liability to complete the Corrective Action if a new spill, leak, or other release of hydrocarbon or other contamination on the Property occurs that: (1) gives rise to an MDEQ or USEPA supervised clean-up obligation; or (2) which substantially worsens the pre-existing contamination or Corrective Action.

Please arrange for Owner to execute the signature block on the following page and return the executed original to me to indicate that Owner has reviewed and agreed to the terms set forth above.

Very truly yours,

[REDACTED]

DSR:tr  
Enclosure

cc: [REDACTED]

ACKNOWLEDGEMENT AND ACCEPTANCE

[Redacted]

Owner

Date 4-22-2014

State of Michigan )

SS

County of WAYNE )

On this 22nd day of April, 2014, before me personally appeared [Redacted] the party who executed the foregoing instrument, acknowledged that he executed the same as a free act and deed for the uses and purposes therein set forth.

[Redacted]  
Notary Public

[Redacted]

Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 12/31/2014  
As Notary Public in the County of Wayne

# RESUME

ASTI ENVIRONMENTAL



**BRIAN EARL**  
Hydrogeologist

## PROFILE

### Certifications

OSHA HAZWOPER 40 Hour Training  
Annual OSHA HAZWOPER 8 Hour Refresher Trainings  
O.S.H.A. HAZWOPER Site Supervisor  
API WorkSafe Safety Key  
United States Air Force Anti-Terrorism Level 1 Training

### Education and Training

Central Michigan University, B.S., Geology/Hydrogeology

### Experience History

Hydrogeologist, ASTI Environmental  
Hydrogeologist, Earth Tech, Inc.  
Technician, Conestoga-Rovers & Associates

### Professional Memberships and Service

American Institute of Professional Geologists

## Professional Background

Mr. Earl is an experienced Hydrogeologist, providing hydrogeology, geology, project coordination, and general field services. He has been the project coordinator and field lead at Michigan Part 201, Part 213, and Part 115, Ohio VAP, RCRA, and CERCLA remediation sites. Mr. Earl has served as the Quality Assurance Manager for several United States Environmental Protection Agency Brownfield Assessment Grant projects. He has also served as a field methods and operations instructor and mentor to junior geological staff.

## Years Experience:

7 --- ASTI Environmental  
9 --- other firms



## **HYDROGEOLOGICAL INVESTIGATIONS**

Hydrogeology services include well design and installation, groundwater sampling including low flow protocols, vertical aquifer sampling, single well response test design and implementation, groundwater monitoring strategies and plan development, groundwater flow contouring, groundwater plume delineation and source determination, groundwater plume and fate and transport modeling, low-level mercury sampling, flowing artesian well sampling and groundwater level collection, well abandonment, and preparation of well installation and hydrogeologic investigation reports.

### **Multiple Source Plume Delineation**

Developed a groundwater monitoring network to assist in determination of multiple commingled plume delineation. Successfully determined the location of at least seven individual source areas. Monitoring network implementation included coordination with several local agencies, the state environmental protection agency, and affected property owners.

### **Chlorinated Solvent Plume Delineation**

Developed a groundwater monitoring plan to delineate and monitor a chlorinated groundwater plume which was impacting private drinking water wells. Groundwater monitoring included development and implementation of sampling methods for flowing artesian wells with contamination above direct contact criteria.

### **Hydrogeologic Study, Bottled Water Spring Source**

Developed a site conceptual model to evaluate possibility of increased water production. Project site located in southeastern Missouri overlying a fractured limestone aquifer.

### **Hydrogeologic Study, Bottled Water Source**

Conducted hydraulic testing to determine the applicability of the water source as a "spring" for marketing and sales in several states. Direct physical evidence could not be determined. Developed a successful plan to demonstrate interconnection of the water source and surface water using chemical composition.

### **Groundwater SOP Development**

Wrote the standard operating procedure (SOP) for low-flow (minimal draw-down) groundwater sampling.

### **Groundwater Sampling at A MSW Landfill**

Acted as field lead for a quarterly groundwater sampling event at a northern Michigan municipal solid waste landfill.

## **GEOLOGICAL INVESTIGATIONS**

Geology services include borehole drilling and lithology logging using the USCS, subsurface soil sampling including strategy development, borehole installation methodology selection, depositional environment interpretation, glacial sediment classification, cross-section creation and interpretation, and preparation of borehole installation technical reports.

### **Groundwater Plume Source Delineation**

Developed a soil sampling program to determine the location of residual plume soil source areas. Successfully delineated three remaining source areas which were not being properly addressed using existing remedial technology.

## **GENERAL FIELD SERVICES**

General field services include oversight of underground storage tank removal, residential and commercial drinking water well sampling, soil sampling, surface water sampling, mercury vapor sampling, laser level surveying, surveying GPS operations, statistical analysis of environmental data, OM&M of groundwater treatment (in-situ and ex-situ), groundwater bio-sparging, SVE, and oil/water separator systems, and geotechnical testing.

### **Groundwater/Soil Remediation System OM&M**

Acted as the coordinator and oversight for the operations, monitoring, and maintenance of a soil vapor extraction (SVE) system and groundwater pump and treat air stripping system for a Superfund site.

### **Groundwater Sampling Oversight**

Acted as oversight person for a private client during a groundwater sampling conducted by a municipality.

### **Space Shuttle Columbia Recovery**

Acted as a member of a recovery crew in locating, logging and recovering pieces of the orbiter. Responsibilities also included handling and recovery of hazardous materials associated with the recovery.

## **CONTACT INFORMATION**

Mr. Earl can be reached at ASTI Environmental (ASTI), 10448 Citation Drive, Suite 100, Brighton, MI 48116, or by calling 810.225.2800 (Toll-Free 800.395.ASTI). His email address is bearl@asti-env.com. More information about ASTI is available on the web at [www.asti-env.com](http://www.asti-env.com).

T94-16795

SS #5235 - RK #15959  
South Lyon, MI

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 Ninety-Four Thousand and No/100 Dollars (\$94,000.00) 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

2200 E. Randolph St.  
Chicago, IL 60611

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

State Exempt No. 207,526(r)

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, adtrack 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) Easements, covenants and other matters which would be disclosed by a accurate current survey.
- (6) The Release and Right-of-Entry dated October 17, 1994.



005313

1994 NOT EXAMINED

OK - OK.

15-104

(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 inure 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 20th day of March, 1995.

In the Presence of:

AMOCO OIL COMPANY

[Signature]  
S. L. Manson

[Signature]  
T. J. Ciechanowski, Manager  
Real Estate Administration

ATTEST:

[Signature]  
R. A. Wilkens

[Signature]  
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.

[Signature]  
Notary Public



15316-195

Return Recorded Dead to:

*Rooney Corp*  
*City of South Lyon*  
*414 W. Long Lake*  
*South Lyon, MI 48178*

Mall Tax Bills To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instrument prepared by:

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

SEP 29 1994 189722

15711-513

SLANR10.H1

9:18:00 MISCELLANEOUS RECORDING  
9:20:00 REMONSTRATION  
29 SEP 94 3:11 P.M. REC'D  
MICHIGAN DEPT. OF TREASURY  
CLERK OF SUPERIOR COURT

**RIGHT OF ENTRY AND RELEASE**

THIS AGREEMENT, entered into this 17 day of October, 1994, by and between The City of South Lyon, whose address is 214 W. Lake Street, South Lyon, Michigan, and Amoco Oil Company, a Maryland corporation, 200 East Randolph Drive, Chicago, Illinois 60601, Attention: Real Estate Department/West ("Amoco").

**WITNESSETH:**

WHEREAS, Amoco, is Seller, and Purchaser, as Purchaser, entered into that certain Real Estate Sales Contract ("Contract") dated October 17, 1994, covering certain real property located at Indawatha and West Liberty Streets, City of South Lyon, County of Oakland, State of Michigan, more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

WHEREAS, the transaction contemplated in the Contract shall close on December 15, 1994, (the "Closing Date");

WHEREAS, Amoco's consultants have performed an environmental assessment which indicates that the Premises have certain levels of hydrocarbon contamination;

#1  
WHEREAS, to allow Amoco to remediate such contamination, Purchaser desires to grant Amoco a right of entry upon the Premises from and after the Closing Date; and

WHEREAS, the parties have reached an agreement as to their respective rights and duties with regard to the Premises as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Amoco agree as follows:

1. Amoco hereby agrees to use its best efforts to remediate any hydrocarbon contamination that Amoco caused (prior to the Closing Date) in its use and occupancy of the Premises. The method and timing of Amoco's remedial activity shall be at Amoco's sole discretion.

OK-OK.  
10:00  
2:00 PM  
✓

N-070660

T94-16795

15711-514

2. Purchaser hereby grants to Amoco, and its contractor or sub-contractors, as Amoco from time to time may employ, an irrevocable right to enter upon the Premises from and after the Closing Date for the purpose of engaging in environmental assessment, inspection and remediation, or other activities as are required by governmental authorities asserting jurisdiction (the "Remedial Action").

3. During the period of Amoco's access to the Premises for performance of the Remedial Action, Amoco is granted access to and the right to place necessary remedial equipment upon the Premises, and access, at Amoco's expenses, to on-site utilities (electrical, sewer, water) is required for the Remedial Action.

4. Purchaser hereby agrees to cooperate fully with Amoco so as to minimize the time and expense to Amoco of performing the activities described herein.

5. In no event shall Amoco be responsible for any loss of use or business, downtime of Purchaser's business arising out of Acts of God, weather conditions and/or Amoco's (or its contractor's) presence on or use of the Premises during the Remedial Action. Amoco, however, will use reasonable efforts to avoid any business interference with Purchaser's use and operation of the Premises.

6. At the conclusion of the Remedial Action and, to the extent it is practicable, Amoco shall restore the Premises to substantially the same condition as before the Remedial Action, less the amount of contamination removed under the Remedial Action referenced herein.

7. This Agreement shall terminate upon Amoco's consultants determining that all hydrocarbon contamination caused by Amoco which existed on the Premises prior to Closing Date has been remediated to the Michigan Department of Natural Resources' ("MDNR") satisfaction.

8. After Amoco has received a Closure Letter from the MDNR, Purchaser hereby agrees that Amoco shall be released from any and all claims and liability relating to the Remedial Action and shall defend, indemnify and hold harmless Amoco, its successors and assigns, from and against any claims, demands, penalties, bonds, liabilities, settlements, damages, costs or expenses, because of personal injury, death or property damage, arising out of Purchaser's presence on or use of the Premises as of the date of said Closure Letter.

9. This Agreement shall be governed, construed and administered in accordance with the laws of the state of Michigan.

10. This Agreement is the final and entire expression of the agreement between Purchaser and Amoco with respect to its subject matter, and may not be amended, modified, or supplemented, except

15711515

by written agreement of the parties, executed by their duly authorized representatives.

11. This Agreement shall bind and inure to the benefit of Purchaser and Amoco, their respective successors and assigns.

12. This Agreement runs with the land shall be recorded.

IN WITNESS WHEREOF, Purchaser and Amoco have executed this Agreement as of the day and year first above written.

WITNESS

THE CITY OF SOUTH LYON

Linda S. Nisvum  
LINDA S. NISVUM

By: Rodney L. Cook  
RODNEY L. COOK  
Its: City Manager

Katie Halim  
KATIE HALIM

WITNESS

AMOCO OIL COMPANY

R. J. Ciechanowski  
R. J. Ciechanowski

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

J. N. Baker  
J. N. BAKER

FILED 15711516

STATE OF MICHIGAN

COUNTY OF OAKLAND

The foregoing instrument was executed before me this 15<sup>th</sup> day of September, 1995, by Rodney L. Cook, of City of South Lyon, as his free and voluntary act and the free and voluntary act of City of South Lyon, for the uses and purposes therein set forth.

City Manager

Notary Public

My commission expires: 2-19-01

STATE OF ILLINOIS

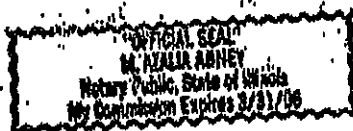
COUNTY OF COOK

The foregoing instrument was executed before me this 24<sup>th</sup> day of August, 1995, by T.J. Cieschanowski, Manager, Real Estate Administration of Amoco Oil Company, a Maryland corporation, as his free and voluntary act, on behalf of said corporation, for the uses and purposes therein set forth.

Witness my hand and official seal.

Notary Public

My commission expires:



Return to: Lawyers Title pickup  
(794) 11795



15711517

EXHIBIT A

Case No. 79416795 CMS  
H-070660

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

PARCEL I:

3048  
A part of Block 1 of Calhoun 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 89 feet; thence East parallel with the South line of said Block 60 feet; thence South parallel with the Easterly line of said Block 89 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 57 of Plats, Page 18, Oakland County Records.

PARCEL II:

3048  
Lot 22, 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 57 of Plats, Page 18, Oakland County Records. Also Lot 6, Block 1, Sylvester Calhoun 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 23, 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 57 of Plats, Page 18, Oakland County Records.

TAX CODE NO. 31-30-228-016 PT

52038

794-16795

## Timothy Wilhelm

---

**From:** Taylor, Gustan <Gustan.Taylor@arcadis.com>  
**Sent:** Thursday, October 5, 2017 1:52 PM  
**To:** Timothy Wilhelm; Lynne Ladner  
**Subject:** RE: Arcadis - City of South Lyon (128 South Lafayette Street)

Good afternoon Tim,

As previously mentioned and discussed on the phone this morning, Arcadis would be willing to compensate the City \$15,000 for a signed RC that resulted in regulatory closure.

Please let me know if you have any other questions or need at this time.

Thank you for getting in touch.

**Gustan Taylor** | Environmental Specialist / APM | [gustan.taylor@arcadis.com](mailto:gustan.taylor@arcadis.com)  
**Arcadis** | Arcadis of Michigan, LLC  
28550 Cabot Drive Suite 500 Novi MI 48377 | USA  
T. +1 248 994 2294 | M. + 1 248 943 3467

Connect with us! [www.arcadis.com](http://www.arcadis.com) | [LinkedIn](#) | [Twitter](#) | [Facebook](#)



Be green, leave it on the screen.

---

**From:** Timothy Wilhelm [mailto:[twilhelm@jrslaw.com](mailto:twilhelm@jrslaw.com)]  
**Sent:** Monday, October 2, 2017 9:32 AM  
**To:** Taylor, Gustan <Gustan.Taylor@arcadis.com>; Lynne Ladner <[lladner@southlyonmi.org](mailto:lladner@southlyonmi.org)>  
**Subject:** RE: Arcadis - City of South Lyon (128 South Lafayette Street)

Gustan

I reviewed my file and spoke with ASTI regarding this matter. We will be reviewing this matter with the City Administration and determining the next step.

---

Timothy S. Wilhelm



Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331  
Phone: (248) 489-4100; Fax: (248) 489-1726  
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**Timothy Wilhelm**

---

**From:** King, Gary <Gary.King@arcadis-us.com>  
**Sent:** Wednesday, June 25, 2014 3:59 PM  
**To:** Timothy Wilhelm  
**Cc:** Sciafani, Troy; Adamowski, Rowena; Taylor, Gustan  
**Subject:** FW: South Lyon - 128 S. Lafayette - Restrictive Covenant

Tim,

This email follows up on our discussion today, June 25, 2014. I found the discussion to be very helpful in understanding the context of your questions below. I was pleased to hear that you are generally inclined to recommend to the South Lyon City Council that the City proceed with signature on the Restrictive Covenant (RC) document.

I have provided responses to your questions below in red.

When this matter comes before the City Council for discussion and vote, ARCADIS will have one or more representative in attendance, as you requested, to provide support in responding to any questions from the Council.

Gary King | Regulatory Strategy | [gary.king@arcadis-us.com](mailto:gary.king@arcadis-us.com)  
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**From:** King, Gary [<mailto:Gary.King@arcadis-us.com>]  
**Sent:** Tuesday, June 24, 2014 11:08 AM  
**To:** Timothy Wilhelm  
**Cc:** Sciafani, Troy  
**Subject:** South Lyon - 128 S. Lafayette - Restrictive Covenant

Tim,

Could I call you at 10:00 Eastern time tomorrow (Wednesday June 25)?

The CR document is a kind of chicken and egg thing. The final CR cannot be submitted unless it is accompanied by the signed Restrictive Covenant, but I am sure you feel obligated to review the CR before recommending signature on the RC.

I think the best approach is for you to review a final draft CR, only needing the RC to be administratively complete, and make your recommendations based on that document. If we follow this approach you will be reviewing the same version that will be submitted to MDEQ.

The CR is currently being drafted and we expect to be able to share it with you in the near future. When it is ready, we will forward it to you so you can complete your review.

In the meantime I would like to use our discussion time tomorrow to go over your questions relative to the RC document itself.

G. King

---

**From:** Timothy Wilhelm [<mailto:twilhelm@irsilaw.com>]  
**Sent:** Tuesday, June 24, 2014 8:51 AM  
**To:** King, Gary  
**Subject:** RE: South Lyon - 128 S. Lafayette - Restrictive Covenant

Mr. King

Thank you for the email. I am available Wed, Thurs and Fri this week in the mornings for a phone call. Also, as an initial matter, I would like to receive a copy of the closure report submitted to DEQ. Thanks.

---

Timothy S. Wilhelm



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**From:** King, Gary [<mailto:Gary.King@arcadis-us.com>]  
**Sent:** Monday, June 23, 2014 12:38 PM  
**To:** Timothy Wilhelm  
**Subject:** FW: South Lyon - 128 S. Lafayette - Restrictive Covenant

Tim,

Your email to Gustan Taylor was forwarded to me for response.

I work for ARCADIS providing assistance on regulatory matters related to environmental issues on sites across the United States. I am admitted to practice law in Illinois.

Your questions below are excellent. Before I prepare a written response, I would like to have a conversation with you so that I am clear on the substance of what you are asking and can provide responses that are meaningful to your review of the Restrictive Covenant language.

Would there be a convenient time for me to give you a call?

Gary King | Regulatory Strategy | [gary.king@arcadis-us.com](mailto:gary.king@arcadis-us.com)

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**From:** Timothy Wilhelm [<mailto:twilhelm@rsjlaw.com>]  
**Sent:** Thursday, May 22, 2014 12:50 PM  
**To:** Taylor, Gustan  
**Cc:** [rcook@southlyonmi.org](mailto:rcook@southlyonmi.org); VanDeCreek Jesse; Booth Jonathan ([jbooth@hrc-engr.com](mailto:jbooth@hrc-engr.com))  
**Subject:** RE: South Lyon - 128 S. Lafayette - Restrictive Covenant

Gustan

I am not ready to present the proposed Restrictive Covenant to Council yet. I have several general concerns about the effect of the Restrictive Covenant and questions about specific provisions in it.

The RC references a closure report. Is this what was completed last year? I do not have a copy of the CR. Can you provide a copy electronically for review?

- ARCADIS is in the process of preparing the Closure Report. It will be made available to you in Final Draft form. We expect it to be ready within 30 days.

Am I correct that BP/Amoco will not be doing any future corrective action? The only activity with respect to this site is ongoing monitoring of the groundwater?

- BP/Amoco will not be doing any additional corrective action. Groundwater monitoring is now complete. Site data were presented to MDEQ in a meeting on September 12, 2013. MDEQ agreed to close the site with RCs on the properties at 128 S. Lafayette and 112 W. Liberty St. ARCADIS has already obtained the RC for 112 W. Liberty.
- Once the RCs are all signed, the Closure Report is submitted to MDEQ and the site is closed out, ARCADIS will remove the groundwater monitoring wells. Any asphalt maintenance will be much more efficient after the wells are removed.

On page 2 of the CR, what does the statement, "The adequacy of the corrective action undertaken pursuant to the CR may not have been reviewed by the MDEQ." mean? And, as a follow up is there further information/documentation from DEQ regarding the adequacy of the corrective action pursuant to the CR?

- This is a boilerplate disclaimer by MDEQ. Under the Natural Resources and Environmental Protection Act, PA 451 of 1994, as Amended, Part 213, a Qualified Underground Storage Tank Consultant (QC) (e.g., ARCADIS) submits an Affidavit of Closure certifying that the corrective actions detailed in the CR comply with all applicable requirements. MDEQ is required under Part 21315 to selectively audit CRs. If MDEQ does not complete an audit of a CR within the allowable timeframes the CR is "Considered Approved" by statute. The language you are referencing applies in the "Considered Approved" context. A letter from MDEQ confirming that the CR was submitted and is "Considered Approved" in accordance with Part 213 is provided by MDEQ.

As to paragraph 1(a) second bullet point, what are the engineering controls or regulations applicable thereto for the design and construction of structures on this site to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure?

- The simplest and most common approach is to install a vapor barrier during construction of a building foundation. This is typically a nominal construction cost. Another available option is to demonstrate a vapor barrier is not necessary through soil gas sampling, but the cost of sampling and analysis can exceed the cost of a vapor barrier.

As to paragraph 1(b), what is the scope of the City action to prohibit activity that might interfere with CR? How does this obligation match up with the right of enforcement held by DEQ and BP? Seems like DEQ and BP could game the system and force the City to do their dirty work or sue the City for violation of this provision. For example, would the City have to sue a contract purchaser for injunctive relief if the contract purchaser refused to follow the applicable regulations as to redevelopment of the site? If the City refused to do so, could it be dragged into a lawsuit by DEQ or BP based on its alleged failure to take actions to prohibit those activities? Why should the City agree to this provision without limitation?

- The City as landowner will be responsible to make sure that the RC restrictions are complied with during the City's period of ownership. The restrictions in the RC are really quite basic: don't drill for production water and don't build a structure without addressing vapor intrusion risks. The City can efficiently control development of the property through contract documents and its building permit process. If the property is sold, the new owner is responsible for compliance with the RC.

Paragraph 3. This needs some explanation. How can the corrective action be approved (and by whom?) if this RC also contains the statement that the DEQ may not have reviewed the adequacy of the corrective action (and CR)? If DEQ or BP access the property to take action required by the CR or part 213, is that at their own cost?

- If MDEQ completes an audit of the CR the results of that audit are provided in writing, including "Approval", "Approval with Conditions" or "Denial" of the CR. Since ARCADIS met with MDEQ on September 12, 2013 to review the site data and MDEQ agreed to close the Site with RCs, the Closure Report will be either "Approved" or "Considered Approved" by statute as described above.
- If BP or MDEQ needs to access the property it will be at their expense.

Paragraph 5. Audits by whom? And, at whose cost? And, what is the consequence of a finding that the RC is inadequate?

- Audits, as discussed above, are selectively performed by MDEQ at their expense as part of their Closure Report review process. If MDEQ deems that additional corrective actions are necessary those are at the Responsible Party's (BP's) expense. That is highly unlikely in this case since the MDEQ has already approved the draft RC you reviewed, and agreed to close the site with the RCs.
- The MDEQ Audit process is not a post-closure review process.

General questions:

- Are these restrictions applicable regardless of whether the City consents to the RC? In other words, if the site is redeveloped the requirements Paragraph 1 would seem to apply regardless of the RC.
  - Yes. Any future use of the property would need to consider appropriate environmental restrictions, even if there were no RC in place. Due Care provisions of Part 201 still apply to property owners regardless of whether they are the Responsible Party, including prohibiting activities that could result in unacceptable exposures, and prohibiting exacerbation of existing contamination.
- What happens if the City refuses to consent? Will the RC be recorded anyway? Would it have any effect on the DEQ approval of the CR?

- o The RC cannot be recorded without consent from the City. Without the RC MDEQ will not approve the Closure Report.

Please send a copy of the CR and Information as to whether it is approved by DEQ. I am available to discuss the foregoing.

---

Timothy S. Wilhelm



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**From:** Taylor, Gustan [<mailto:Gustan.Taylor@arcadis-us.com>]  
**Sent:** Tuesday, May 20, 2014 8:56 AM  
**To:** Timothy Wilhelm  
**Cc:** [rcook@southlyonmi.org](mailto:rcook@southlyonmi.org); VanDeCreek Jesse; Booth Jonathan ([jbooth@hrc-engr.com](mailto:jbooth@hrc-engr.com))  
**Subject:** RE: South Lyon - 128 S. Lafayette - Restrictive Covenant

Hello Tim,

Just following up on the restrictive covenant review? If you have any questions, please let me know.

Thank you.

Gustan.

---

**From:** Taylor, Gustan  
**Sent:** Thursday, April 24, 2014 9:37 AM  
**To:** 'Timothy Wilhelm'  
**Cc:** [rcook@southlyonmi.org](mailto:rcook@southlyonmi.org); VanDeCreek Jesse; Booth Jonathan ([jbooth@hrc-engr.com](mailto:jbooth@hrc-engr.com))  
**Subject:** RE: South Lyon - 128 S. Lafayette - Restrictive Covenant

Thank you Tim.

---

**From:** Timothy Wilhelm [<mailto:twilhelm@jrsjlaw.com>]  
**Sent:** Tuesday, April 22, 2014 5:14 PM  
**To:** Taylor, Gustan  
**Cc:** [rcook@southlyonmi.org](mailto:rcook@southlyonmi.org); VanDeCreek Jesse; Booth Jonathan ([jbooth@hrc-engr.com](mailto:jbooth@hrc-engr.com))  
**Subject:** RE: South Lyon - 128 S. Lafayette - Restrictive Covenant

Mr. Taylor

I will be reviewing the revised restrictive covenant, and as I recall we had reviewed a prior draft and requested clarification. Provided we do not have further revisions, I anticipate that this matter will be presented to City Council for action in May.

---

Timothy S. Wilhelm



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**From:** Taylor, Gustan [<mailto:Gustan.Taylor@arcadis-us.com>]  
**Sent:** Monday, April 14, 2014 4:02 PM  
**To:** Timothy Wilhelm  
**Cc:** Murphy, David; VanDeCreek Jesse; Taylor, Gustan  
**Subject:** RE: South Lyon - 128 S. Lafayette - Restrictive Covenant

Hello Tim,

Just following up on the most recent status of the draft RC. We have submitted the draft RC for the property associated with 128 South Lafayette Street, South Lyon, Michigan, to the MDEQ. The MDEQ had no comments regarding the draft RC and told us to move forward in finalizing the draft RC with you upon your approval. They did request that we submit this RC under two separate MDEQ numbers (one for each restricted area on the property). I have attached the final draft RC for your final review. If you are ok with the final Draft copy, we can move forward with finalizing and filing with the County. Please let me know if you have any questions or concerns.

Once you have verbally approved to have the RC finalized, we will complete a survey of the restricted area(s) for the RC and obtain the two MDEQ References Numbers.

Thank you.

Gustan Taylor

---

**From:** Timothy Wilhelm [<mailto:twilhelm@jrsjlaw.com>]  
**Sent:** Thursday, August 22, 2013 11:44 AM  
**To:** Taylor, Gustan  
**Cc:** Murphy, David; VanDeCreek Jesse  
**Subject:** South Lyon - 128 S. Lafayette - Restrictive Covenant

Mr. Taylor



Please see the attached correspondence regarding the proposed restrictive covenant for 128 S. Lafayette, South Lyon, MI.

---

Timothy S. Wilhelm



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# PROPERTY OWNER'S GUIDE TO RESTRICTIVE COVENANTS IMPOSED AT SITES OF ENVIRONMENTAL CONTAMINATION

Guidance

## What Is a Restrictive Covenant?

Restrictive covenants or deed restrictions are legal instruments recorded with the county register of deeds and are used to impose land use or resource use restrictions where environmental contamination is present at a particular property. Restrictive covenants serve three purposes: 1) Inform prospective owners or tenants of the environmental conditions of the property 2) ensure the long-term compliance with use restrictions that are necessary to prevent unacceptable exposure to environmental contamination and 3) maintain the integrity of the remedy over time. Restrictive covenants may only be placed on a property deed with written consent of the property owner.

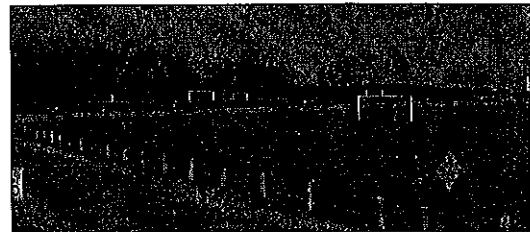
Restrictive covenants may be used in conjunction with engineering controls, which are physical controls that prevent human exposure to, or migration of, contamination. These controls limit direct contact with contaminated areas, reduce exposures, and control migration of contaminants through environmental media. Examples of engineering controls include capping (pavement, clean soil, gravel, etc.), vapor mitigation systems, containment, slurry walls, extraction wells, and treatment methods that minimize the spread of contamination.

## Why are Restrictive Covenants Necessary?

Michigan's environmental remediation programs authorize the Michigan Department of Environmental Quality to set cleanup standards by considering how the contaminated land will be used in the future. Michigan's cleanup standards are risk-based and reflect the potential for human health or ecological risks from exposure to hazardous or regulated substances at contaminated sites. Thus, a person may rely upon the imposition of land use or resource use restrictions, through instruments such as restrictive covenants, to manage risk by preventing exposure to environmental contamination left in-place at a property. For example, if corrective action has been completed at a property and the level of contaminants in the groundwater are in excess of drinking water cleanup criteria, the responsible party may prepare and record a restrictive covenant which prohibits the use of potable water wells on the property, thus preventing the risk of potential exposure to contamination remaining in the groundwater.



Construction of a soil cover (exposure barrier) over the former Linden Road Landfill in Flint Charter Township (Genesee Co.).



Saturday morning soccer games are played on the site of the former Linden Road Landfill. A restrictive covenant is recorded on the property deed to prohibit excavation or other soil disturbance activities below the cover.

### **What are the Benefits of Restrictive Covenants?**

Restrictive covenants help reduce or eliminate the risks of people coming in contact with contamination, and may also protect expensive cleanup equipment from damage. A restrictive covenant remains in the "chain of title" for the particular property forever, or until it is determined that the hazardous or regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. With this benefit of "running with the land", the instrument reliably provides knowledge of the environmental conditions and restrictions to current and future persons who own or have an interest in the property through property transactions. Finally, the use of restrictive covenants can allow and promote a previously undeveloped or abandoned property to be returned to a safe and productive reuse.

### **What Types of Land or Resource Use Restrictions May be Imposed by Restrictive Covenants?**

Restrictions commonly imposed in restrictive covenants to reduce or eliminate unacceptable exposure risk to hazardous or regulated substances include:

- Restrict land use to nonresidential (e.g. commercial or industrial) uses.
- Prohibit the construction or use of drinking water wells on the property.
- Prohibit or limit excavation activities on the property.
- Prohibit the construction or use of buildings or allow construction of a building after an evaluation is made to determine if a vapor mitigation system is necessary or, if installed, to ensure it is being maintained.

### **What Does it Mean to Me as a Property Owner?**

If you have knowledge that the property you own or operate is contaminated, you have "due care" obligations, even if you aren't responsible for the contamination. "Due care" means that an owner or operator of contaminated property must take steps to prevent unacceptable exposures to the contamination, or doing things that worsen the contamination. Under a restrictive covenant, you are obligated to:

- Comply with any land use or resource use restrictions created or relied upon in connection with the response or corrective action activities at the property.
- Do nothing to hinder those restrictions as applied to the response or corrective activities at the property.

### **Where Can I Find More Information?**

Multiple sources of information are available if you have questions about restrictive covenants related to your property, your neighbor's property, or other property in your community. Your county Register of Deeds office holds all documents, including restrictive covenants, recorded on a particular property.

The Michigan Environmental Mapper ([www.mcgi.state.mi.us/environmentalmapper](http://www.mcgi.state.mi.us/environmentalmapper)) allows you to view sites of contamination and underground storage tank sites, and any land use or resource use restrictions (including restrictive covenants), that the Michigan Department of Environmental Quality is aware of, imposed on a property. The user can display the sites based on search criteria by city, county, Michigan Department of Environmental Quality district, and Michigan legislative district. In addition the user can view sites within a certain distance of a location, a land lot, or a stream segment. The results can be printed, with the map, or exported to an Excel spreadsheet.

In addition, Remediation and Redevelopment Division field staff located at Michigan Department of Environmental Quality offices statewide can provide information regarding specific properties. The field staff are the first line of contact with citizens, the business community, industry, and local units of government for prompt customer service about the Environmental Remediation and Leaking Underground Storage Tank programs.

## PART 201 CITIZEN'S GUIDE

# Due Care Requirements

*For owners or operators of contaminated property*

This handout describes the "Due Care" requirements for owners and operators of property that is contaminated.

Section 20107a of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), specifically requires that owners and operators take due care measures to ensure that existing contamination on a property does not cause unacceptable risks and is not exacerbated. Such measures include evaluating the contamination and taking necessary response actions. Due care requirements are not related to the owner or operator's liability for the contaminants; they apply to non-labile parties and liable parties alike. The due care requirements were designed so contaminated properties could be safely redeveloped.

### ◀ ◀ NOTE ▶ ▶

This is a guidance document from the Michigan Department of Environmental Quality (DEQ). A thorough review of the statute, administrative rules, and guidelines should be completed before making site-specific decisions.

The Part 201 statute, Due Care Administrative Rules and guidelines are available electronically at this DEQ web site: [www.michigan.gov/bea](http://www.michigan.gov/bea)

## DUE CARE REQUIREMENTS SECTION 20107a

An owner or operator of a facility shall do all of the following with respect to hazardous substances at a facility:

- ▶ Prevent exacerbation of the existing contamination.

- ▶ Prevent unacceptable human exposure and mitigate fire and explosion hazards to allow for the intended use of the facility in a manner that protects the public health and safety.
- ▶ Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party.
- ▶ Provide notifications to the DEQ and others.

A facility is defined in Section 20101 of the NREPA. Further information can be found electronically on the DEQ Web Page:

- ▶ *Part 201 Rules 744 - 752*  
([www.michigan.gov/deq](http://www.michigan.gov/deq); select Land, Land Cleanup, Site Investigation & Cleanup; scroll down to Laws & Rules, select Part 201 Rules)
- ▶ *Part 201 Citizen's Guide on Baseline Environmental Assessments*  
([www.michigan.gov/bea](http://www.michigan.gov/bea); scroll down to Information, select BEA Citizen's Guide)

The requirements for due care are summarized on the next few pages and are also specified in the Due Care Administrative Rules ([www.michigan.gov/bea](http://www.michigan.gov/bea); scroll down to Laws & Rules, select Section 20107a "Due Care" Administrative Rules).

A fact sheet on Michigan's environmental cleanup program from ...



Remediation and Redevelopment Division (RRD)  
Michigan Department of Environmental Quality  
PO Box 30426

Lansing MI 48909-7926

Main Telephone: 317-373-9837

Internet: <http://www.michigan.gov/deq>

Jennifer M. Granholm, Governor • Steven E. Chester, Director

## **PREVENTING EXACERBATION**

Exacerbation occurs when an activity undertaken by the person who owns or operates the property causes the existing contamination to migrate beyond the property boundaries. Examples of exacerbation include: the mishandling of excavated contaminated soil such that contamination now migrates off-site; pumping contaminated water from footing drains into a nearby ditch; or creating a new migration pathway by putting a utility line through a zone of highly contaminated groundwater. An owner or operator can also exacerbate contamination by changing the facility conditions in a manner that would increase the response activity costs for the liable party. An example might be to place a building over the source of the existing contamination. A person that causes exacerbation would be liable for remediation of the contamination they caused or paying the increase in the response activity costs.

## **PREVENTING UNACCEPTABLE HUMAN RISK**

Owners and operators must exercise due care by undertaking response activities that are necessary to prevent unacceptable exposures to contamination. The existing contamination must be evaluated to determine if the people using or working at the property would be exposed to contamination at levels above the appropriate criteria. Criteria for differing land uses can be found in the Part 201 Administrative Rules (Rules 744-752). For example, if groundwater used for drinking is contaminated above the drinking water criteria then the owner and operator must provide an alternative water supply. If soils are contaminated above the direct contact criteria for the appropriate land use at the surface of the property, then people must be prevented from coming into contact

with those soils by restricting access, installing a protective barrier, or removing contaminated soil. Protective barriers can be clean soil, concrete, paving, etc. In some instances, remediation of the contamination may be the most cost effective due care measure. In addition, if there is a potential unacceptable risk for utility workers or people conducting activities in an easement, then utility and/or easement holders must be notified in writing of the conditions by the owner or operator. If there is a fire and explosion hazard, the local fire department must be notified and the situation must be mitigated.

## **TAKING REASONABLE PRECAUTIONS**

Taking reasonable precautions against the reasonably foreseeable actions and omissions of a third party means trying to prevent things that could cause a third party to be exposed to an unacceptable risk. This might include: notifying contractors of contamination so they can take proper precautions; preventing trespass that would result in an unacceptable exposure (neighborhood kids playing in a vacant industrial yard that has direct contact hazards); taking actions to secure abandoned containers so they don't get damaged by traffic, etc.

## **DUE CARE DOCUMENTATION**

Owners and operators must maintain documentation that due care needs have been evaluated and any response actions that are needed have been taken. If applicable, maintenance and repair of the response action must also be documented. The documentation does not need to be submitted to the DEQ, but must be available for the DEQ to review upon request within 8 months of becoming the owner or operator or of having knowledge that the property is a facility. Documentation

requirements are described in the Due Care Administrative Rules. If a person is petitioning the DEQ to review a Baseline Environmental Assessment (BEA), that person may request the DEQ to also review a Section 7a Compliance Analysis. This is a report of the evaluation of the due care needs and a plan for response actions. The required format and content for the Section 7a Compliance Analysis to be submitted with a BEA are provided in the BEA Instructions, available from DEQ District Offices and the DEQ Web Page: [www.michigan.gov/bea](http://www.michigan.gov/bea). The DEQ has developed a Citizen's Guide on BEAs that is also available at the above Internet address.

## NOTIFICATION

The Due Care Rules require notification to the DEQ and others in the following circumstances:

- ▶ Notify the DEQ if there are discarded or abandoned containers that contain hazardous substances on the property; see Form EQP 4476.
- ▶ Notify the DEQ and adjacent property owners if contaminants are migrating off the property; see Form EQP 4476.
- ▶ Notify the local fire department if there is a fire or explosion hazard.
- ▶ Notify utility and easement holders if contaminants could cause unacceptable exposures and/or fire and explosion hazards.

These notices must be made within 45 days of becoming the owner or operator, or of having knowledge of the conditions. The forms are available at DEQ District Offices and the DEQ Web Page: [www.michigan.gov/bea](http://www.michigan.gov/bea).

## EXEMPTIONS/LIMITATIONS

Part 201 provides an exemption to the Due Care requirements for the following entities:

- ▶ A local unit of government (LUG) that involuntarily acquires title or control of property by virtue of its governmental functions, or the property is transferred to the LUG from the state or a LUG that is not liable under Part 201.
- ▶ A LUG that has an easement interest or holds a utility franchise for a transportation or utility corridor or public right of way.
- ▶ A LUG that is not liable and is leasing the property to a non-liable party.
- ▶ An owner or operator of property where the contamination is migrating onto the property.
- ▶ An owner or operator of a utility franchise on the property.
- ▶ An owner or operator of the severed mineral rights to the property.

This exemption does not include exacerbation caused by the owner or operator. While Part 201 provides these exemptions, it may be in the owner or operator's best interest to ensure the property is safe for the intended use and that they do not cause a new release by their actions or exacerbate pre-existing contamination. Section 201071(5) specifies utilities and severed mineral right owners must exercise due care in regard to their own activities.

## SOURCES OF INFORMATION

### DEQ Environmental Assistance Center:

1-800-662-9278

### DEQ BEAs & Due Care Web Page:

[www.michigan.gov/bea](http://www.michigan.gov/bea)

(includes DEQ District Office locations)

### DEQ Contacts:

#### Remediation and Redevelopment Division

Part 201 (Environmental Remediation)	Part 213 (Leaking Underground Storage Tanks)
Rhonda Klann	Jeanne Schlaufman
989-894-6248	586-753-3823
<a href="mailto:klannr@michigan.gov">klannr@michigan.gov</a>	<a href="mailto:schlaufmanj@michigan.gov">schlaufmanj@michigan.gov</a>

#### Geological and Land Management Division

Parts 615, 625 -- Oil/Gas/Mineral Wells  
 Janice Smith, 517-241-1551  
[smithj6@michigan.gov](mailto:smithj6@michigan.gov)







128 S. LAFAYETTE STREET DIAGRAM FROM SOUTH LYON MASTER PLAN

# Achieving MDEQ Regulatory Site Closure

at

**Former Amoco Station  
128 S. Lafayette Street  
South Lyon, MI**

SOUTH LYON COUNCIL MEETING 11/27/17

## Fact Sheet Update Former Amoco Station Corrective Action Efforts and Site Closure

The Former Amoco Service Station No. 5235 is located at 128 S. Lafayette Street (formerly 138 S. Lafayette Street), in South Lyon, Oakland County, Michigan (Site). The Site is currently a small paved public parking lot owned by the City of South Lyon, located adjacent to the northwest corner of the intersection of South Lafayette Street and Liberty Street in an area of commercial and residential development. The municipal parking lot is used for the Farmer's Market, and the South Lyon Master Plan includes a mixed-use redevelopment as part of a new downtown core on Lafayette Street.

The purpose of this Fact Sheet is to answer questions about the corrective action and site closure efforts, including a request before the City to sign a Declaration of Restrictive Covenant for the Site as part of regulatory closure under Michigan's underground storage tank (UST) cleanup program.

### Background

The Site operated as a retail gasoline station from 1961 to 1993. There are several properties in the downtown core that were used as gasoline stations including another municipal parking lot across Liberty Street. Several commercial properties are located adjacent to the Site, with residential properties located across Liberty Street to the south/southwest. The Site is not located near any sensitive environmental receptors.

### Corrective Action Efforts

According to the MDEQ Storage Tank Facilities List, Confirmed Release Number C-1465-85 was reported to the Michigan State Police Fire Marshal Division on January 16, 1992 based on petroleum hydrocarbons found in groundwater samples

collected from the Site (BP Release). From the time the petroleum release was identified to the present (25 years), corrective actions conducted by BP Products North America Inc. (BP) have included installation of several groundwater monitoring wells (current well network consists of 19 monitoring wells) and monitoring events on an annual to quarterly basis.

Groundwater conditions on and off-Site have been well characterized and years of groundwater analysis show stable to decreasing trends of groundwater concentrations over time for the monitoring well network associated with the Site. Residual groundwater impacts remaining do not present unacceptable risk to human health or the environment under Michigan cleanup standards for non-residential properties.

Soil investigations have been conducted over 25 years to characterize and delineate the extent of impacts to soil and groundwater. Approximately 105 cubic yards of impacted soil were excavated from the Site and replaced with clean fill as part of corrective action efforts. Soil investigations show that residual soil impacts at the Site do not present unacceptable risk to human health and the environment for non-residential properties.

Additional remediation technologies were evaluated for the Site and were determined to not be feasible. Arcadis completed an engineering feasibility study to evaluate air-sparge and soil vapor extraction (AS/SVE), a conventional physical remediation approach to further reduce contaminant mass. AS/SVE was ruled out as a feasible remedy due to limited saturated thickness, an impermeable clay layer below the water table that



would impede vertical air flow. AS/SVE was determined not to be effective to remove additional contamination. In addition, an injection test was performed to determine the feasibility of injecting a reagent into the groundwater to expedite contaminant degradation. However, biogeochemical analysis of groundwater indicated reagent injection would not be effective and that natural attenuation is effectively reducing contaminant concentrations at the Site. The residual contamination that remains on-site is what remains after excavation, corrective action efforts and evaluations and is expected to naturally attenuate over time.

### Site Closure

Due to the residual soil and groundwater impacts remaining after remedial efforts, a Declaration of Restrictive Covenant (RC) is needed for the Site for the Michigan Department of Environmental Quality (MDEQ) to grant site closure under the Michigan UST cleanup program. The proposed RC would: 1) prohibit use of groundwater for drinking water or irrigation purposes (No Groundwater Use), and 2) require an evaluation for the potential of regulated substances to migrate into any new structure on the Site above MDEQ's acceptable cleanup standards (Vapor Intrusion), and if needed due to the potential for Vapor Intrusion, installation of a vapor barrier as part of the new construction (Vapor Intrusion Mitigation). These requirements already pertain to the Property Owner under Michigan's Due Care Statute (Section 20107a of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA)). The proposed RC does not alter or compound those requirements; however, it does help ensure compliance with Due Care requirements by documenting the site conditions and use restrictions for current and future Property Owners.

### Off-Site RC Signed by Property Owner

As part of the site closure efforts, Michigan Bell Telephone Company, the property owner of an adjacent property located at 110 West Liberty Street, signed a similar RC for its property on January 12, 2015. The final steps to MDEQ site closure are: 1) obtaining an RC for the Site, 2) filing a closure report with the MDEQ and obtaining site closure, and 3) decommissioning the groundwater monitoring wells and conducting surface restoration after groundwater monitoring well removal.

Additional information about the corrective action efforts and site closure is available at the MDEQ at the Southeast Michigan District office located at 27700 Donald Court, Warren Michigan. Information about the UST cleanup program is available at the following link: [www.michigan.gov/deqrrd](http://www.michigan.gov/deqrrd).

### Frequently Asked Questions

#### 1. Why is an RC needed for MDEQ site closure?

The RC will provide public notice that this Site was a former gas station and ensure that any development occurs without environmental risks such as Vapor Intrusion. The MDEQ UST

environmental laws require an RC to obtain a formal site closure under the Michigan UST cleanup program.

#### 2. Why should I care about formal site closure?

Developers are willing to redevelop former gas stations but want to make sure that a former gas station has achieved formal site closure. The site closure status is an acknowledgement from the MDEQ that the site has been investigated and corrective action measures implemented to completion, so the site is not an unacceptable risk to human health and the environment. Formal site closures indicate that a site is ready for redevelopment and will be more attractive for reuse under the Master Plan. Without MDEQ Closure, these unanswered questions affect potential purchasers or developers of property to move forward with a plan.

#### 3. The Master Plan identifies the Site for a Mixed-Use Development. Can the Site be used for a Mixed-Use that includes residential units?

Yes, the Site can be used for a mixed-use development that includes residential units. Under the RC, any development plans must include a Vapor Intrusion Investigation and Vapor Mitigation if the investigation indicates that a vapor barrier is needed, for the portion of the Site identified in the RC as "Restriction Area B".

#### 4. How much does a Vapor Intrusion Investigation and a Vapor Barrier cost for the Site? Who will pay for these costs?

The Site is a small parking lot and it is possible to estimate the costs of a vapor intrusion investigation and the installation of a vapor barrier. BP's environmental consultant is prepared to work with the City to determine these amounts and pay the City for these costs when the City signs the RC.

#### 5. Is the City liable for the residual environmental impacts? Can MDEQ force the City to conduct additional cleanup?

No, the City is not liable for the costs of cleanup actions under the MDEQ UST cleanup program if 1) the City became the owner of the contaminated UST property after March 6, 1996, 2) was not responsible for the release, 3) conducted an adequate Baseline Environmental Assessment (BEA), 4) submitted the BEA to the MDEQ prior to or within 45 days of becoming the owner, and 5) disclosed the BEA results to subsequent purchasers or transferees.

In addition, even if you are not liable for the contamination, there are Due Care Obligations under the Michigan UST cleanup program. In general, the Due Care Obligations require that the property owner: 1) not worsen the existing contamination, 2) prevent unacceptable human exposure (such as Vapor Intrusion), 3) take reasonable precautions against the reasonably foreseeable acts or omissions of a third party, 4) provide reasonable cooperation, assistance and access to persons (MDEQ, responsible party) that are authorized to conduct response activities at the property, and 5) comply with



any land use or resource use restrictions relied on in connection with the corrective action efforts.

**6. If the City signs the RC, will it be subjecting itself to greater environmental liability?**

No, the City will not be subjecting itself to greater environmental liability. The City acquired the Site while the corrective action process was ongoing, and so the Due Care Obligations already apply to the City. In addition, if the City signs the RC, BP will provide the City with an indemnity agreement to defend, protect, indemnify and hold harmless the City and subsequent owners of the Site from and against any and all third party (including, but not limited to, governmental regulatory authority) claims, liabilities, obligations, penalties, actions, fines, and judgments, relating to or arising out of BP Release, whether on or off the Site.

**7. Does signing the RC further restrict the City's use or marketing of the Site beyond existing requirements?**

No. The sitewide restriction on groundwater wells is consistent with the City's municipal water supply ordinance (well-head protection zone) that prohibits installing a groundwater monitoring well in a well head protection area. In addition, the small area with vapor intrusion restrictions, that is marked as "Restriction Area B" on the RC's site map is consistent with Michigan Due Care Obligations that require property owners to prevent exacerbation of contamination and unacceptable exposures. However, MDEQ does not allow reliance on the Due Care Obligations alone for approving a site closure under the Michigan UST cleanup program. MDEQ requires a RC that runs with the deed.

**8. What are the next steps and timeline after the RC for Site Closure?**

After completing the RC, it will be recorded at the County Register of Deeds. A Final Closure Report for the Site will be filed with the MDEQ. The MDEQ will have up to 180 days to provide comment or approve the Closure Report. Upon approval of the Closure Report, the existing monitoring well network will be properly abandoned, and surface cover restored to surrounding conditions. At that point the Site closure process is complete.

For further information, please contact: Troy Sclafani at [troy.sclafani@arcadis.com](mailto:troy.sclafani@arcadis.com).

## 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 6 to 19 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 #: 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.



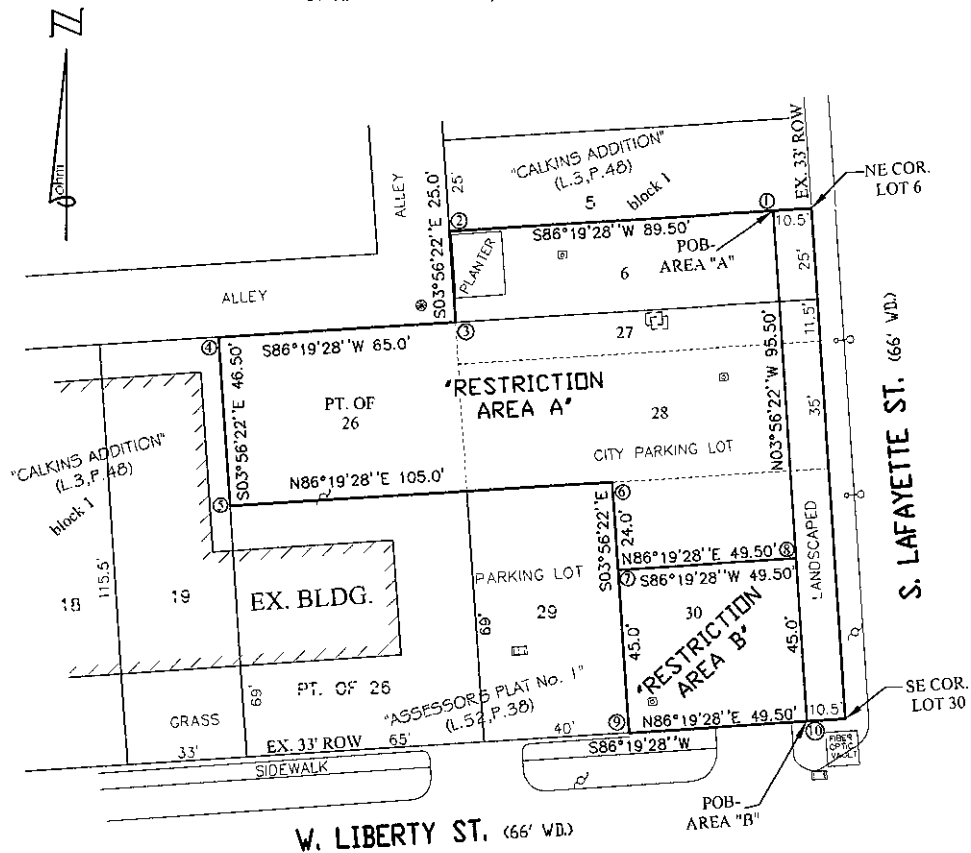
### **EXHIBIT 3**

#### **SURVEY OF THE PROPERTY AND LIMITS OF LAND OR RESOUC E 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]*

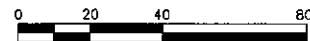
# BOUNDARY SURVEY

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	350695.9577	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)



SCALE: 1" = 40'

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.

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

**LEGEND**  
ROW RIGHT OF WAY  
● PUBLIC LAND CORNER  
POB POINT OF BEGINNING

## 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  
1 OF 2

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 48150  
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

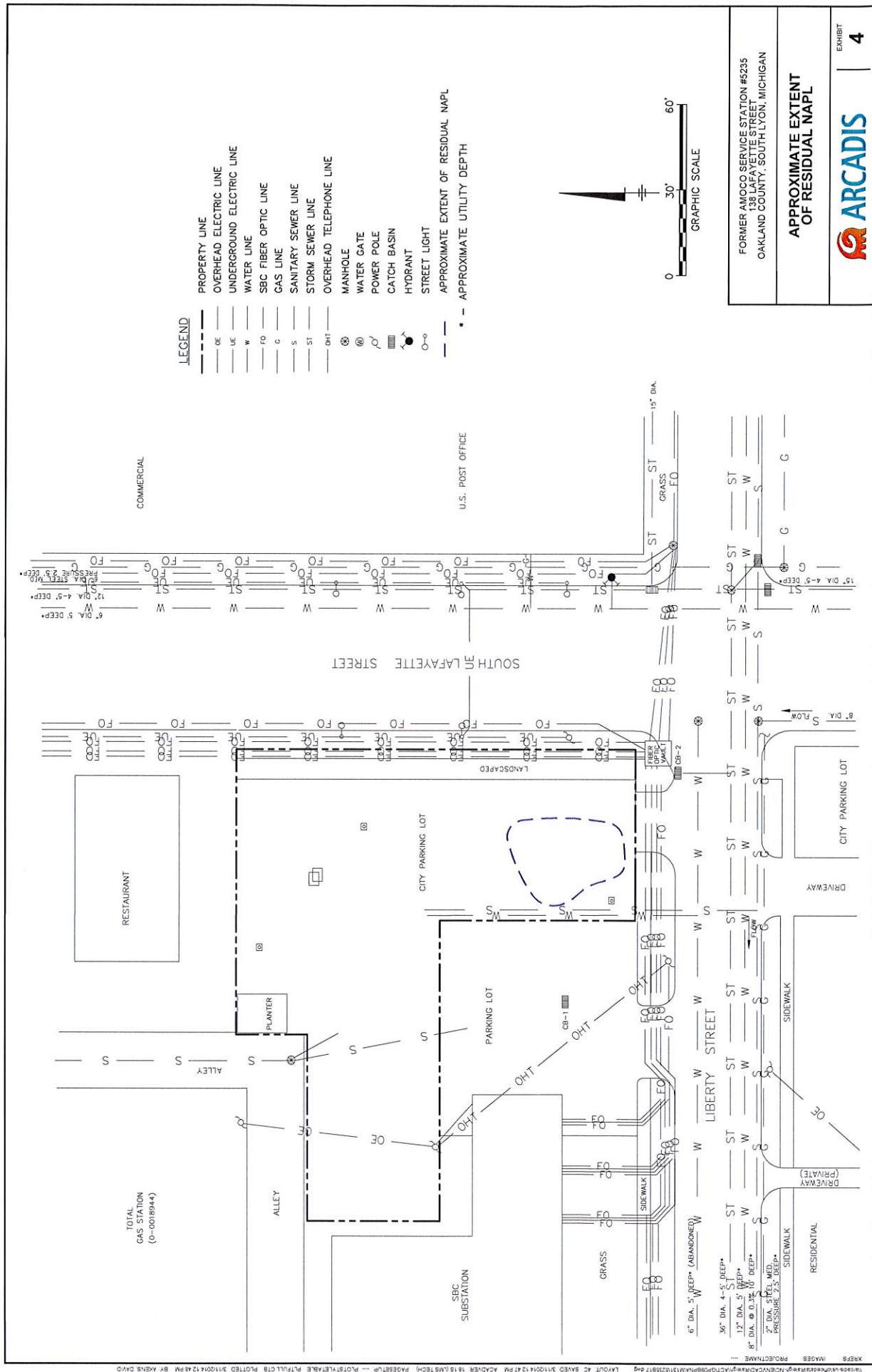
DATE: 07-17-14  
DRAWN BY: SH  
DWG: 5235SITE

SHEET  
2 OF 2

JOB NO.  
7282-14-0041

**EXHIBIT 4**

**EXTENT OF LNAPL**



# AGENDA NOTE

New Business: Item #

**MEETING DATE:** November 27, 2017

**PERSON PLACING ITEM ON AGENDA:** City Manager

**AGENDA TOPIC:** Consider second reading of liquor License Ordinance – request tabling until sub-committee and community input complied.

**EXPLANATION OF TOPIC** This item was postponed by the Council previously to allow the appointed sub-committee to obtain input from the current holders of liquor licenses and other community members. The meeting that was held led the sub-committee to the determination that additional meetings and input are needed before recommendations can be presented to the council.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

**POSSIBLE COURSES OF ACTION:** Take action on ordinance as passed in first reading/ postpone once again to a specific date/ table until it is ready to be presented to the council

**RECOMMENDATION:** Table the second reading until the recommendations are ready to be presented to Council.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to table the second reading until the recommendations are ready to be presented to Council.

# AGENDA NOTE

New Business: Item #

**MEETING DATE:** November 24, 2017

**PERSON PLACING ITEM ON AGENDA:** Lynne Ladner City Manager

**AGENDA TOPIC:** Consider resolution to adopt amended 2016-2017 fee schedule

**EXPLANATION OF TOPIC:** The amended section of the fee schedule for 2016-2017 includes updates related to the installation of gas and electric water heaters. This will resolve and clarify what the fee is for installation of these two items without the confusion of if it is necessary to apply for both plumbing and either mechanical or electric permits dependent upon the type of water heater.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** permit fees from surrounding communities, listing of water heater permits issues in 2017 and current fee schedule

**POSSIBLE COURSES OF ACTION:** Approve/deny resolution to amend the 2016-2017 adopted fee schedule

**RECOMMENDATION:** Approve resolution to amend 2016-2017 updated fee schedule

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve resolution to amend 2016-2017 updated fee schedule

**RESOLUTION NO. \_\_\_\_-2017**

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

**RESOLUTION AMENDING THE ADOPTED FEE SCHEDULE  
FOR 2016-2017**

WHEREAS, the City provides certain services for which the City desires to charge a fee in order to recoup its costs; and

WHEREAS, the Council has the authority to approve and establish, by resolution, a fee schedule for fees required to be paid for City services, bonds, insurances, and any licenses to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required pursuant to the City Code and/or other City ordinance; and

WHEREAS, the Council now desires to amend and approve the fee schedule attached hereto and incorporated herein as **Attachment A**.

WHEREAS, the amendments to the fee schedule are:

- 1) On page 10 in the section on Planning/Zoning and Building Department fees to add
  - a. Replacement Residential Heating and HVAC unit to include 2 inspections  
Fee - \$\_\_\_\_
  - b. Replacement Water Heater (gas or electric) Fee - \$\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED, the Council hereby approves the fee schedule attached hereto and incorporated herein as **Attachment A**.

NOW, THEREFORE, BE IT RESOLVED, the Council hereby authorizes and directs the City Clerk to post and display in the office of the City Clerk the fee schedule as attached hereto and made a part hereof as **Attachment A**

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 \_\_\_\_\_, 2017.

CERTIFICATION



I certify that this resolution was duly adopted by the City Council of the City of South Lyon  
on \_\_\_\_\_, \_\_\_\_, 2017.

Lisa Deaton  
City Clerk  
South Lyon

## Water Heater Permit Fees

	Mechanical	Plumbing	Water Heater	Total	
City of South Lyon	\$90	\$90		\$180	1 inspector does both mechanical and plumbing inspections.
City of Brighton				\$85	Permits are processed through Livingston County Bldg Dept. Pull one permit based on type of contractor hired.
City of Howell				\$85	
City of Wixom			\$113	\$113	Have separate app for water heater. Same inspector for Mech & Plmbg.
City of Northville				\$75	Pull one permit based on type of contractor hired.
Lyon Township	\$40	\$38		\$78	Two separate inspectors
Green Oak Township				\$90	Pull one permit based on type of contractor hired.
Salem Township					Anne is out until 11/27.
Northfield Township	\$75			\$75	Only require mechanical permit.

*Permits*

PP170144	Hoover Electric, Inc.		1010 PADDOCK DR	Water heater replacement	1	\$90.00
PM170219	Hoover Electric, Inc.		1010 PADDOCK DR	water heater replacement	1	\$90.00
PP170016	Great Oaks Plumbing		1035 CHESTNUT LN	water heater	1	\$35.00
PP170082	BRUNNER, DENNIS		1046 FOUNTAIN VIEW CIR	water heater	1	\$90.00
PM170127	BRUNNER, DENNIS		1046 FOUNTAIN VIEW CIR	water heater	1	\$35.00
PP170018	Great Oaks Plumbing		1053 CHESTNUT LN	water heater	1	\$35.00
PM170045	Hoover Electric, Inc.		1066 SHETLAND DR	1 water heater	1	\$90.00
PP170089	Benjamin Franklin Plumbing		1069 COLT DR	water heater; sub soil drain	1	\$90.00
PP170003	Great Oaks Plumbing		1072 EQUESTRIAN DR	Water Heater	1	\$35.00
PM170015	Heinanen Engineering, Inc		1095 POLO DR	water heater	1	\$60.00
PP170062	A and R Plumbing		106 S LAFAYETTE ST	(2) water heaters	1	\$110.00
PP170091	Hoover Electric, Inc.		116 WELLINGTON DR	Replacement of water heater	1	\$90.00
PM170140	Hoover Electric, Inc.		116 WELLINGTON DR	Replacement of water heater	1	\$90.00
PP170021	Hoover Electric, Inc.		210 EAGLE CREST DR	water heater	1	\$35.00
PM170046	Hoover Electric, Inc.		210 EAGLE CREST DR	1 water heater	1	\$90.00
PP170068	Great Oaks Plumbing		212 E LIBERTY ST	water heater	1	\$90.00
PM170110	Great Oaks Plumbing		212 E LIBERTY ST	water heater	1	\$90.00
PP170143	A-OK Plumbing, Inc.		22216 BROOKFIELD DR	Water Heater	1	\$90.00
PP170126	Great Oaks Plumbing		333 PRINCETON DR	Water heater replacement	1	\$90.00
PM170189	Great Oaks Plumbing		333 PRINCETON DR	Water heater replacement	1	\$90.00
PM170129	Heinanen Engineering, Inc		354 HARVARD AVE	replace water heater	1	\$90.00
PP170029	Anytime Plumbing		549 LAKEWOOD DR	1 water heater bldg 5	1	\$90.00
PP170030	Anytime Plumbing		549 LAKEWOOD DR	water heater building 1	1	\$90.00
PM170069	Anytime Plumbing		549 LAKEWOOD DR	water heater replacement	1	\$35.00
PP170072	Long Mechanical		607 LYON BLVD	fixture (water heater)	1	\$110.00

PP170059	Great Oaks Plumbing	61055 GREENWOOD DR	water heater	1	\$90.00
PM170095	Great Oaks Plumbing	61055 GREENWOOD DR	water heater	1	\$90.00
PP170079	Great Oaks Plumbing	61057 GREENWOOD DR	Water Heater	1	\$90.00
PM170119	Great Oaks Plumbing	61057 GREENWOOD DR	Water Heater	1	\$90.00
PP170088	Great Oaks Plumbing	61126 GREENWOOD DR	Replacement of water heater	1	\$90.00
PM170137	Great Oaks Plumbing	61126 GREENWOOD DR	Replace water heater	1	\$90.00
PP170002	Tisdale Plumbing	61128 GREENWOOD DR	Water Heater	1	\$35.00
PP170007	Tisdale Plumbing	61133 GREENWOOD DR	water heater	1	\$50.00
PP170136	Great Oaks Plumbing	61172 GREENWOOD DR	Water Heater Replacement	1	\$90.00
PM170202	Great Oaks Plumbing	61172 GREENWOOD DR	Water Heater Replacement	1	\$90.00
PM170057	Victory Heating and Cooling	61181 GREENWOOD DR	Replace Water Heater	1	\$105.00
PP170115	Honor Plumbing	730 HIDDEN CREEK DR	water heater replacement	1	\$90.00
PM170177	Honor Plumbing	730 HIDDEN CREEK DR	water heater replacement	1	\$90.00
PM170058	Victory Heating and Cooling	778 CHALLENGING TRL	Replace 1 water heater	1	\$90.00
PP170142	Hoover Electric, Inc.	785 DEERFIELD CT	water heater replacement	1	\$90.00
PM170215	Hoover Electric, Inc.	785 DEERFIELD CT	Water heater replacement	1	\$90.00
PP170058	Great Oaks Plumbing	815 DOWNY NEST	water heater	1	\$90.00
PM170094	Great Oaks Plumbing	815 DOWNY NEST	water heater	1	\$90.00
PM170103	Family Heating & Cooling	828 WESTHILLS DR	water heater	1	\$90.00
PM170098	Flame Furnace	850 TIMBER TRAIL CT	Water heater	1	\$105.00
PP170017	A-OK Plumbing, Inc.	853 DOWNY NEST	Water Heater	1	\$35.00
PP170011	Great Oaks Plumbing	873 KNOLLWOOD CIR	water heater	1	\$35.00
PP170117	Hoover Electric, Inc.	874 WOOD RUN	water heater replacement	1	\$90.00
PM170181	Hoover Electric, Inc.	874 WOOD RUN	water heater replacement	1	\$90.00

PM170091	Victory Heating and Cooling		878 NORCHESTER ST	Water heater replacement	1	\$90.00
PP170107	Great Oaks Plumbing		889 HIDDEN CREEK DR	Water heater replacement	1	\$90.00
PM170161	Great Oaks Plumbing		889 HIDDEN CREEK DR	Water heater replacement	1	\$90.00
PP170019	Great Oaks Plumbing		907 WESTBROOK DR	water heater	1	\$35.00
PP170057	Great Oaks Plumbing		907 WESTBROOK DR	water heater	1	\$90.00
PM170093	Great Oaks Plumbing		907 WESTBROOK DR	water heater	1	\$90.00
PP170110	Hoover Electric, Inc.		912 OAK CREEK DR	water heater replacement	1	\$90.00
PM170164	Hoover Electric, Inc.		912 OAK CREEK DR	water heater replacement	1	\$90.00
PM170063	Hoover Electric, Inc.		915 WESTHILLS DR	Replace 1 Water heater	1	\$90.00
PP170100	Hoover Electric, Inc.		925 VILLAGE WAY	water heater	1	\$90.00
PM170136	Hoover Electric, Inc.		925 VILLAGE WAY	Replace water heater	1	\$90.00
PP170106	EASH, VAN		960 HEARTHSIDE ST	water heater replacement	1	\$90.00
PM170159	EASH, VAN		960 HEARTHSIDE ST	water heater replacement	1	\$90.00
PP170049	Hoover Electric, Inc.		999 HIDDEN CREEK DR	1 water heater	1	\$90.00
PM170079	Hoover Electric, Inc.		999 HIDDEN CREEK DR	1 water heater	1	\$90.00

City of South Lyon, MI  
Schedule of Fees  
Adopted  
Fiscal Year 2016-2017

## City Clerk/City Treasurer Department

Non-Sufficient Funds/Returned Check	\$25.00
Notary Service	
City Resident	No Charge
Non-Resident	\$5.00
Snow Removal from paved Sidewalks or ice Melting per Chp. 82 of the City Code	\$87.00 per Hour
Weed and Grass mowing	Actual cost for Contractor for cutting + \$25 administrative fee
Peddler and Solicitor Permit	
1 week permit	\$25 + \$10 background check fee per person
8 days to 6 months	\$50 + \$10 background check fee per person
Annual	\$100 + \$10 background check fee per person
Garage Sale Permit	\$5.00
McHattie Park Gazebo or Volunteer Park Picnic Shelter Use Deposit—Refundable after inspection of the park	
25-50 people	\$25
50-100 people	\$50
101 or more people	\$100
Sale of Fireworks Permit	\$25 for each location

Site plan Revisions Review (for each submission of a revised site plan or final site plan resubmitted within 90 days of receipt of review)

1/2 of original review fee

Sign permits

\$150.00

Subdivision (plat) Review

Tentative Plat

\$350 plus \$4 per lot

Final Preliminary Plat

\$250 plus \$4 per lot

Final Plat Review

\$200 plus \$2 per lot

Land Division/Lot Split Review

\$325 plus \$30 per resulting lot

Variances

Dimensional

\$300

Use variance (if allowed)

\$400

Zoning Verification Letter

\$100

Zoning Board of Appeals Application

\$450

Rezoning Application

Single Family

\$500 + 5 per acre or fraction

Multiple Family

\$500 + \$15 per acre or fraction

Commercial, Office or Industrial

\$500 + \$20 per acre or fraction

Special Use/Conditional Use Application

\$500 + \$15 per acre

All Construction Plan Review

Fee Schedule Unless

Otherwise Listed

Size	One Trade	Two Trades	Three Trades	Four Trades
Up to 60,000 Cu. Ft.	\$325	\$407	\$488	\$650
60,001 to 80,000 Cu. Ft.	\$400	\$500	\$600	\$800
80,001 to 100,000 Cu. Ft.	\$510	\$637.50	\$765	\$1,020
100,001 to 150,000 Cu. Ft.	\$585	\$731.25	\$877.50	\$1,170
150,001—200,000 Cu. Ft.	\$665	\$831.25	\$997.50	\$1,330
200,000 + Cu. Ft.	\$784 + \$8 per 10,000 Cu. Ft.	One Trade x 1.25	One Trade x 1.5	One Trade x 2.0



Zoning permit for structures not requiring a permit	\$50
Signs	\$20
Temporary (maximum 30 days)	Same as building permit fees
Permanent	\$50 + \$.05 per sq. ft.
Demolition	
Demolition permits may be issued only after applicant certifies that all utilities have been notified and disconnected	35% of permit fee
Permit Cancellation	35% of permit fee
Permit reactivation for abandoned permits—only after review to ensure nothing in submitted plans have changed	
Contractor License Registration	\$20
Cash bond for new construction	\$500

## Plumbing Permits

Application Fee—includes one inspection	\$30
Mobile Home Park Site	\$5 each
Fixtures, floor drains, special drains, water connected appliances	\$5 each
Stacks (soil, waste, vent & conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each
Water Service	
less than 2"	\$5
2" to 6"	\$25
over 6"	\$50
Connection building Drain—building Sewers	\$5

Gas Piping—each opening—new installation	\$5
Air conditioning (includes split systems	\$30
Heat Pumps; Complete Residential	\$30
Bath & Kitchen exhaust	\$5
Tanks	
Above Ground	\$20
LP Tank Connection	
Underground	\$25
LP tank connection	
Humidifiers	\$10
Piping	\$.05/ft. minimum \$25
Duct	\$.05/ft. minimum \$25
Heat Pumps, Commercial (pipe not included)	\$20
Air Handlers/Heat wheels	
under 10,000 CFM	\$20
over 10,000 CFM	\$60
Commercial Hoods	\$15
Heat Recover Units	\$10
VAV boxes	\$10
Unit Ventilators	\$10
Unit Heaters (Terminal Units)	\$15
Fire Suppression	\$.75 per head—min \$20
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor	\$30
Special/Safety Inspection	\$35
Additional/Re-inspection	\$45

Signs	
Unit	\$10
Letter	\$15
Neon—each 25 feet	\$20
Special/Safety Inspection	\$45
Additional/Re-inspection	\$35
Smoke Detector (each)	\$5
Low Voltage	\$5
Permit Cancellation	35% of permit fee
Final Inspection Fee	\$55
Contractor License Registration	\$15

## **Department of Public Works, Water and Waste Water**

The City of South Lyon utilizes the annual published MDOT rates for equipment cost recovery and rental. Manpower rates are based upon current collective bargaining agreements in force at time services are rendered.

Right of Way Construction Permit	
Residential Driveways	\$35
Commercial driveways	\$100
Any aerial cable/wire installation or	\$100
maintenance including street light maintenance	
Bore, jack and tunnel (auxiliary underground maintenance or installation	\$150
Pavement cutting for any purpose	\$250
Annual blanket utility right-of-way	\$2,500

work permit

Annual permit payable once a year and the fee may replace or be used for an unlimited number of permit fees in a given year for ROW construction permits. An annual permittee must submit monthly application to City detailing all planned work prior to commencing

# **Fire Department**

These items may not be subject to FOIA as they must be requested from a third party.

National Fire Incident Reporting System

\$10 per incident number

Environmental Assessment (NFIRS Reports  
& Fire Marshall Division Reports

\$20 per address

Miscellaneous Copies

May be subject to City FOIA policy.

Rental House			
	Monthly Rent	\$900	\$10,800
	2017 Property Taxes	(\$3,920)	\$6,880
	Lawn Mowing	(\$2,100)	\$4,780
	Snow Plowing	(\$1,125)	\$3,655
	Fall Yard Clean Up	(\$300)	\$3,355
Current repairs needed			
	Replace leaky faucets		
	Labor	(\$240)	
	Material	(\$100)	
	Electrical Replacement Line		
	Home to Garage	(\$1,100)	
	Roof		
	Removal/Replace Sh	(\$8,127)	(\$13,544)

## **Lynne Ladner**

---

**From:** Lisa Deaton  
**Sent:** Thursday, November 16, 2017 9:53 AM  
**To:** Lynne Ladner

Hi Lynne,

I am guessing the rental house will come up in conversation again at Council so I thought this might be helpful.

The rent is \$900 a month

Taxes for 2017 Summer and Winter is \$3,920

I agree with you, it seems like a waste to keep spending money on that house, it is not in good shape. I remember when Julie and I did the walk through with the renter, it had issues then.

I know Bob had the DPW guys do a lot of work on it.

Lisa Deaton  
City Clerk/Treasurer  
335 S Warren  
South Lyon, MI 48178  
248-437-1735



# City of South Lyon

## Department of Public Works

November 20, 2017

Re: 464 S. Lafayette – City Rental House

### **Yard Maintenance**

Lawn Mowing of Yard per year	\$2,100.00
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Snow Plow of Driveway/Sidewalk	\$1,125.00
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Fall Yard Clean-up	<u>\$ 300.00</u>
	<b>\$3,525.00</b>

Plumber Replaced Faucets - Labor	\$ 240.00
- Material	<u>\$ 100.00</u>
	<b>\$ 340.00</b>

Electrical Replacement Line (home to Garage)	<b>\$1,100.00</b>
----------------------------------------------	-------------------

Roof – Removal/Replace Shingles	<b>\$8,127.00 - \$13,544.00</b>	*
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**\* Does not include any replacement wood due to water damage**

**Mailing:** 335 S. Warren St., South Lyon, MI. 48178

**Phone:** (248) 437-6914

**Office:** 520 Ada St., South Lyon, MI 48178

**Fax** (248) 587- 0080

**E-Mail:** [bmartin@southlyonmi.org](mailto:bmartin@southlyonmi.org)

**Web Site:** [www.southlyonmi.org](http://www.southlyonmi.org)

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Change Location | View National

Typical Range	\$164 - \$317
Low End	\$95
High End	\$457

CABOLE

\$238

Parts \$100 -

Can we help you find plumbing pros?

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Cost data is based on actual project costs as reported by 60 HomeAdvisor members. How do we get this data? | Embed this data

Find out how you can get this project done for only **\$5.81 per month** (est. \*). [Learn more >](#)



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Cost to Install a Asphalt Shingle Roof

Updated: August 2017

Asphalt Shingle Roofing Installation Calculator

Zip Code

48178

Square Feet\*

2400

Update

Share

108

Item details

Asphalt Shingle Roof Cost

Non-discounted retail pricing for: Asphalt composition shingle. 2.2 lbs per SF. UL Class A fire resistance and 110 mph wind resistance. 30 yr warranty. Quantity includes typical waste overage, material for repair and local delivery.

Qty	Low	High
2562 square feet	\$2,096.49	\$2,991.13

Asphalt Shingle Roof Labor, Basic

Basic labor to install asphalt shingle roof with favorable site conditions. Install drip edge/leave trim, and valley flashing. Install roofing paper / membrane. Layout, fabricate, overlap and secure asphalt shingles per manufacturer instructions. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

53.2 hrs	\$3,665.57	\$4,443.11
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Asphalt Shingle Roof Job Supplies

Cost of related materials and supplies typically required to install asphalt shingle roof including: fasteners, underlayment, drip edges and basic flashing.

2562 square feet	\$833.67	\$948.35
------------------	----------	----------

Asphalt Shingle Roof Equipment Allowance

Job related costs of specialty equipment used for job quality and efficiency, including: Roof jacks, pneumatic roofing nailer, shingle cutting tools. Daily rental. Consumables extra.

1 job	\$53.17	\$87.35
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Option: Tear Off Roof

Remove existing roofing material, roof paper, vents, jacks and flashing, gutters if needed. Dispose of debris. Sweep area clean of all nails /staples.

53.5 hrs	\$947.71	\$4,469.84
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Asphalt Shingle Roof Debris Disposal

2400	\$531.09	\$604.25
------	----------	----------



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Asphalt, Metal Roofing, Residential Flat Roofs. 30+ years experience. Call Now!  
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hometownroofingcontractors.com/roofing

Roofing Estimates  
Get Free Estimates From Top-Rated Roofing Contractors In Your Area. freecontractormatch.com

Hiring Local Professionals

Our [FREE homewyse hiring guide](#) helps you find and hire great help, get quality craftsmanship and get a fair price on your project.

Sponsored Services

Costs to load and haul away old materials, installation waste and associated debris.

square feet

Use Porch to connect with top local pros. Submit your project and compare up to 4 free quotes today.

Totals - Cost To Install Asphalt Shingle Roof	2400 square feet	\$8,127.69	\$13,544.02
-----------------------------------------------	------------------	------------	-------------

Average Cost per Square Foot	\$3.39	\$5.64
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# Roofing Contractors

Find Top-Rated Roof Pros in Your Area. Get Free Bids Today!

homeadvisor.com

For a basic project in zip code 47474 with 125 square feet, the cost to Install a Asphalt Shingle Roof starts at \$3.23 - \$4.26 per square foot\*. Because job specific configurations and options will result in significantly different costs, homewyse uses industry-standard algorithms and professionally screened cost data to create estimates customized to the specific options of YOUR asphalt shingle roofing installation project. Unlike websites with vendor aggregated costs - which lack details for comparison and verification - homewyse delivers greater accuracy and relevancy, for estimates of cost, material and time to install a asphalt shingle roof.

To estimate costs for your project:

1. **Set Project Zip Code** Enter the Zip Code for the location where labor is hired and materials purchased.
2. **Specify Project Size and Options** Enter the number of "square feet" required for the project.
3. **Re-calculate** Click the "Update" button.

## Cost to Install a Asphalt Shingle Roof - Unit Price References

Unit Pricing Data: BuildDirect Roofing Materials BuildDirect, Aug 2017, Website

Unit Pricing Data: Modern Builders Supply Roofing Materials Moder Builders Supply, Aug 2017, Website

Unit Pricing Data: New Jersey Wholesale Supply Roofing Materials New Jersey Wholesale Supple, Aug 2017, Website

Unit Pricing Data: Home Depot Roofing Materials Home Depot, Aug 2017, Website

Unit Pricing Data: Westside Online HVAC Pricing McCoys, Aug 2017, Website

Carpentry and Building Construction, Student Text Glencoe/McGraw-Hill, 6th edition, Jan 2003, Mark Feirer, John Feirer, ISBN 007822702X

The HUD PATH Rehab Guide Volume 3: Roofs U.S. Department of Housing and Urban Development Office of Policy Development and Research, Mar 2011, Editorial Staff

The Building Estimator's Reference Book , Mar 2012,

Moisture Control Handbook Oak Ridge National Laboratory, Dec 2009, Editorial Staff

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loading



**NOTE: \*Input the total of the finished surface area AND the area of any openings enclosed by the finished area.**

### Cost to Install a Asphalt Shingle Roof - Notes and General Information

These estimates are for BASIC work performed in serviceable conditions by qualified trade professionals using MILD GRADE materials. **Work not mentioned on this page and/or work using master craftsman, premium materials and project supervision will result in HIGHER COSTS!**

Explore the full range of [asphalt shingle roof new installation labor options and material prices here](#).

These estimates are NOT substitutes for written quotes from trade professionals. Homewyse strongly recommends that you contact reputable professionals for accurate assessments of work required and costs for your project - before making any decisions or commitments.

The cost estimate **includes**:

- Costs for local material / equipment delivery to and service provider transportation to and from the job site.
- Costs to prepare the worksite for Asphalt Shingle Roofing Installation, including costs to protect existing structure(s), finishes, materials and components.
- Costs for job cleanup and debris removal at project completion.
- Labor setup time, mobilization time and minimum hourly charges that are commonly included for small Asphalt Shingle Roofing Installation jobs.

The cost estimate does **NOT include**:

- Costs for removing, relocating, repairing, or modifying existing framing, surfacing, HVAC, electrical, and plumbing systems - or bringing those systems into compliance with current building codes.
- Costs for testing and remediation of hazardous materials (asbestos, lead, etc).
- General contractor overhead and markup for organizing and supervising the Asphalt Shingle Roofing Installation. Add 15% to 23% to the total cost above if a general contractor will supervise this project.
- Sales tax on materials and supplies.
- Permit or inspection fees (or portion thereof) required by your local building department for your overall project.

### Asphalt Shingle Roofing Installation - Average Cost Per Square Foot

Expect to pay in the higher end of the price range for a licensed, insured and reputable pro - and for complex or rush projects.

To lower Asphalt Shingle Roofing Installation costs: combine related projects, minimize options/extras and be flexible about project scheduling.

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- Send your [feedback or questions](#).
- Share homewyse on Facebook, Twitter or Google+ using the buttons below:

# Joe Rzyzi

---

jryzyi@southlyonmi.org

**November 18<sup>th</sup>, 2017**

Dear South Lyon Zoning Board of Appeals Members:

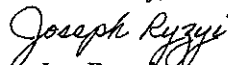
I am writing to officially submit my resignation as City Council liaison/member of the South Lyon Zoning Board of Appeals (ZBA), effective immediately. It has been an honor to sit on the board, and represent the fine residents of South Lyon over the past 7+ years.

As my children grow older and become more involved in activities, it has become difficult to attend the Thursday meetings. It now time to step aside, and allow another Councilmember to serve as the ZBA liaison. I will miss sitting on the ZBA, and I have enjoyed my service.

In order to allow a smooth transition, I notified my fellow ZBA board members of my intentions to resign during the September 2017 ZBA meeting. In addition, I publically notified my intentions during multiple council meetings, and most recently during the November 13<sup>th</sup> 2017 City Council meeting. During this meeting Carl Richards expressed an interest to serve as the new Council liaison to the ZBA. As next steps, I will forward this letter to Mayor Pelchat so he can begin the process to find a suitable replacement, and make a recommendation to city council.

On a personal level, I would like to thank Mayor Doyle on my initial appointment. Through his encouragement and support, I was given an outlet to become involved in local government and give back to our community. I would also like to thank Chairman Phil Weipert and my fellow board members for their service. Also, thank you City Attorney Tim Wilhelm for the guidance through the meetings. Through Tim knowledge and expertise, the ZBA was modernized and proper motions were now being made. Lastly, a special thanks to the residents of South Lyon who have respected the rule of law, and went before the ZBA for variances and approvals. It has been a pleasure meeting so many great people. I look forward to continued service on the City Council, and I wish the next ZBA council liaison the best of luck

Sincerely,

  
Joe Rzyzi

## Lynne Ladner

---

**From:** Timothy Wilhelm <twilhelm@jrsjlaw.com>  
**Sent:** Tuesday, November 14, 2017 3:18 PM  
**To:** Lynne Ladner  
**Cc:** Megan Blaha; avantini@cibplanning.com  
**Subject:** South Lyon - ZBA membership  
**Attachments:** OAG #5853 Honorable Gary M Vanek.doc; Department of Transp v Township of Kochville.doc

Lynne

As a follow up to the ZBA membership issue that came up during the Council meeting last night, I reviewed the MZEA, the City's Zoning Ordinance provisions relating to the ZBA, and conducted other research related to the membership of the ZBA.

Section 102-81 of the City's Zoning Ordinance provides that the ZBA shall consist of 7 members appointed by the Council for 3-year terms. One of the members shall also be a member of the Planning Commission, and one of the members may be a member of the City Council, but if so appointed, that council member may not be the chair of the ZBA.

Council Member Ryzyi's impending resignation from the ZBA provides an opportunity to review the membership of the ZBA for similar concerns that lead the City to reduce the membership of the Planning Commission recently. If attendance is not an issue, an appointment to the ZBA should be made according to the Ordinance. If it is a concern, the City could consider an ordinance amendment to reduce the ZBA per the MZEA which requires the City's ZBA to consist of no fewer than 5 members. Note, that reducing the membership of the ZBA may raise other concerns such as whether the smaller board is still representative of the community, and a smaller ZBA means a smaller number of votes for action which is its own risk. The appointment of alternates may be a way to address any attendance concerns, and alternative members are allowed by the MZEA and the City's Zoning Ordinance.

Also, with respect to Council Member Richards' comments and questions at last night's meeting about whether he is allowed to speak at the Planning Commission and other board and commission meetings now that he is an elected Council Member, Michigan Attorney General Opinion #5853 (1981), attached, concludes that "It is improper for a city councilperson, possessing the appointment power over members of the city board of zoning appeals, to appear before the city zoning board of appeals regarding a petition before the board." The attached opinion relates specifically to a council member addressing a zoning board of appeals as or on behalf of a party, but the rationale would appear to apply to any board where the elected official has appointment power over its members. That being said, the rationale does not necessarily prohibit a council member from attending other board meetings or from addressing those boards on matters that are not before other boards or in all circumstances. See, MDOT v Kochville Twp, attached.

---

Timothy S. Wilhelm



Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331  
Phone: (248) 489-4100; Fax: (248) 489-1726  
Email: [twilhelm@jrsjlaw.com](mailto:twilhelm@jrsjlaw.com)  
Website: [www.jrsjlaw.com](http://www.jrsjlaw.com)

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## Lynne Ladner

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**From:** Megan Blaha  
**Sent:** Wednesday, November 15, 2017 12:36 PM  
**To:** Timothy Wilhelm; Lynne Ladner  
**Cc:** avantini@cibplanning.com  
**Subject:** RE: South Lyon - ZBA membership

Hi Tim,

I would personally like to see the ZBA board reduced in size. I've been trying since last December, when Mike switched from ZBA to PC, to get new board members and have so far been unsuccessful. I also think that we can justify dropping the board size with the new ordinance. Almost half of the ZBA cases in 2017 were specifically for lot coverage issues, which is something the new ordinance addresses. The cases, I believe besides one, would have never gone to ZBA because they would have been covered under the new ordinance lot coverage rules. Right now, with Joe, there are 6 members on ZBA. If we drop the board size to 5 and simply no longer have a liaison, we would have enough people. The majority of the time there are only 5 members at the meetings anyways, so besides quorum size, I don't think anything else would change.

Thank you,

Megan Blaha

---

**From:** Timothy Wilhelm [mailto:twilhelm@jrsjlaw.com]  
**Sent:** Tuesday, November 14, 2017 3:18 PM  
**To:** Lynne Ladner  
**Cc:** Megan Blaha; avantini@cibplanning.com  
**Subject:** South Lyon - ZBA membership

Lynne

As a follow up to the ZBA membership issue that came up during the Council meeting last night, I reviewed the MZEA, the City's Zoning Ordinance provisions relating to the ZBA, and conducted other research related to the membership of the ZBA.

Section 102-81 of the City's Zoning Ordinance provides that the ZBA shall consist of 7 members appointed by the Council for 3-year terms. One of the members shall also be a member of the Planning Commission, and one of the members may be a member of the City Council, but if so appointed, that council member may not be the chair of the ZBA.

Council Member Rzyzi's impending resignation from the ZBA provides an opportunity to review the membership of the ZBA for similar concerns that lead the City to reduce the membership of the Planning Commission recently. If attendance is not an issue, an appointment to the ZBA should be made according to the Ordinance. If it is a concern, the City could consider an ordinance amendment to reduce the ZBA per the MZEA which requires the City's ZBA to consist of no fewer than 5 members. Note, that reducing the membership of the ZBA may raise other concerns such as whether the smaller board is still representative of the community, and a smaller ZBA means a smaller number of votes for action which is its own risk. The appointment of alternates may be a way to address any attendance concerns, and alternative members are allowed by the MZEA and the City's Zoning Ordinance.

Also, with respect to Council Member Richards' comments and questions at last night's meeting about whether he is allowed to speak at the Planning Commission and other board and commission meetings now that he is an elected

Council Member, Michigan Attorney General Opinion #5853 (1981), attached, concludes that "It is improper for a city councilperson, possessing the appointment power over members of the city board of zoning appeals, to appear before the city zoning board of appeals regarding a petition before the board." The attached opinion relates specifically to a council member addressing a zoning board of appeals as or on behalf of a party, but the rationale would appear to apply to any board where the elected official has appointment power over its members. That being said, the rationale does not necessarily prohibit a council member from attending other board meetings or from addressing those boards on matters that are not before other boards or in all circumstances. See, MDOT v Kochville Twp, attached.

---

Timothy S. Wilhelm



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1981-1982 Mich. Op. Atty Gen. 46 (Mich.A.G.), 1981-1982 Mich. OAG No. 5853, 1981 WL 153375  
Office of the **Attorney General**

State of Michigan  
Opinion No.

**5853**

February 24, 1981

**\*1 CITIES:**

Appearance of city councilperson before board of zoning appeals appointed by city council

**PUBLIC OFFICERS:**

Appearance before a board of zoning appeals appointed by a public officer.

It is improper for a city councilperson, possessing the appointment power over members of the city board of zoning appeals, to appear before the city zoning board of appeals regarding a petition before the board.

Honorable Gary M. Vanek  
State Representative  
The Capitol  
Lansing, Michigan

You have requested my opinion on the following question:

Is it proper for a city councilperson to address the zoning board of appeals of the city regarding a petition before the board?

The Michigan Court of Appeals has addressed a similar situation in *Barkey v Nick*, 11 Mich App 381, 384, 385; 161 NW2d 445, 447 (1968), where a city commissioner appeared before that city's board of zoning appeals and argued in favor of a special exception in regard to property owned, in part, by his brother. The Royal Oak City Commission has the power of appointment to the board of zoning appeals. The Court stated the question before it as follows:

‘. . . What is the status of a decision of an administrative board made pursuant to an argument by one charged in part with the appointment of that administrative body? . . .’

‘. . . It creates an abuse of trust imposed by the assumption of public office and creates a personal pecuniary interest conflicting with the fiduciary duty owed all members of the public. Further, it creates a doubt in the public mind as to the impartiality of the board's action. . . .’

‘We agree with the petitioner that there has been an imposition of duress on the members of the board, not as a matter of fact, but as a matter of law, and that, in consequence of that duress, the action of the board is void. The presence of the city commissioner before the board brings with it the presence and powers of his office. . . .’

*Barkey v Nick*, *supra*, cited *Place v Board of Adjustment of Saddle River*, 42 NJ 324; 200 A2d 601; 7 ALR3d 1434, (1964), a New Jersey case in which the same question was addressed. In *Place v Board of Adjustment of Saddle River*, *supra*, the Supreme Court of New Jersey stated that the appearance of a municipal official before a board over which the official has the power to appoint was patently improper because it influenced the action of the board, and created doubt in the public mind as to the impartiality of the action of the board.

In *Abrahamson v Wendell*, 72 Mich App 80; 249 NW2d 302 (1976), *on rehearing* 76 Mich App 278, 281-282; 256 NW2d 613, 615 (1977), a township supervisor appeared before the township zoning board of appeals as a contractor on behalf of his customers, seeking a variance from an administrative body over which he shared the power of appointment. The Court held

that the township supervisor had acted improperly in addressing the zoning board of appeals, with the opinion stating that even the appearance of impropriety should be avoided by public officials:

\*2 ‘ . . . [A]s a matter of law, the appearance by the supervisor before the body over which he had appointive powers, at least in part, must be deemed an imposition of duress on the members of the zoning board of appeals and, as a result, the action of the board is void. *Barkey v Nick, supra*. . . .’

1921 PA 207, § 5, as amended; MCLA 125.585; MSA 5.2935, empowers the legislative body of a city to appoint members to the city board of zoning appeals.

It is, therefore, my opinion that it is improper for a city councilperson, possessing the appointment power over membership on the city board of zoning appeals, to address the city zoning board of appeals regarding a petition before the board.

Frank J. Kelley

Attorney General

1981-1982 Mich. Op. Atty Gen. 46 (Mich.A.G.), 1981-1982 Mich. OAG No. 5853, 1981 WL 153375

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End of Document

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261 Mich.App. 399  
Court of Appeals of Michigan.

DEPARTMENT OF TRANSPORTATION,  
Plaintiff-Appellee,  
v.  
TOWNSHIP OF KOCHVILLE and Board of  
Zoning Appeals, Defendants-Appellants.

Docket No. 240685.

|  
Submitted Nov. 5, 2003, at Lansing.

|  
Decided Feb. 5, 2004.

|  
Approved for Publication March 25, 2004, at 9:05  
a.m.

|  
Released for Publication June 24, 2004.

#### Synopsis

**Background:** Department of Transportation sought judicial review of a decision by township board of zoning appeals that denied requests for setback variances for properties adjacent to highway-widening project. The Saginaw Circuit Court reversed, and township and its board of zoning appeals appealed.

**Holding:** The Court of Appeals held that appearance of town supervisor at zoning hearings did not impose duress on board.

Reversed and remanded.

West Headnotes (1)

#### [1] **Zoning and Planning** 🔑 Hearings in general

Township supervisor's appearances before board of zoning appeals, in proceedings to grant zoning variances on behalf of property owners, did not impose duress on board; supervisor did not represent a personal interest, but maintained his fidelity to township by commenting on the

interests of the township, and he did not encourage board members to serve an interest other than that which they were bound to serve.

#### 1 Cases that cite this headnote

#### Attorneys and Law Firms

**\*\*554 \*400** Michael A. Cox, Attorney General, [Thomas L. Casey](#), Solicitor General, and [Raymond O. Howd](#), Assistant Attorney General, for the plaintiff.

Cox, Hodgman & Giarmarco, P.C. (by Thomas J. McGraw), Troy, for the defendants.

Before: [O'CONNELL](#), P.J., and [JANSEN](#) and [WILDER](#), JJ.

#### Opinion

PER CURIAM.

Defendants appeal by leave granted an order peremptorily reversing defendant Kochville Township Board of Zoning Appeals' denial of ten zoning variance requests.<sup>1</sup> We reverse.

#### I. Facts and Proceedings

Plaintiff, the Department of Transportation, undertook a road-widening project to improve M-84, also known as Bay Road, which runs through Kochville Township. As a result of widening the road, numerous properties along M-84 would no longer conform to the setback requirements of the township's zoning ordinance or the extent of their legal nonconformity would increase. Pursuant to [MCL 213.52\(2\)](#), plaintiff sought zoning variances on behalf of sixteen property owners whose signs, buildings, or parking lots would be affected by the project.

**\*401** Defendant convened on October 22, 2001, to separately consider each variance request and granted the first request. While defendant was considering the second variance request, Ken Bayne, the township supervisor, stated:



On behalf of the township, ... I wanted to point out that, in our new sign ordinance that was just written and approved and it's become law in the township, every one of these signs is a legal, nonconforming sign. And I don't believe it's the township's position that-I don't feel we should be increasing a nonconformity, and that's exactly what we're doing. And the township spent a lot of time, the better part of three or four months, on rewriting this sign ordinance to improve the safety issues along the M-84 corridor and within our business districts. And I don't think we should take the position of making these nonconformities more nonconforming than what they already are.

After Bayne made these comments, defendant denied the variance request it was considering. Defendant proceeded to consider several other variance requests that day and denied all but one request. The next day, defendant's hearings resumed. Defendant granted some requests and denied others. As defendant was considering the last variance request, Bayne addressed the board again:

I think the township would be concerned on the building setback as close to the road as it is. If something would happen to that building, they're going to be allowed to rebuild that building on the same, exact spot, and they don't have to build it according to the current \*\*555 ordinances. They can build it according to the variance that they have, and that variance remains with that property forever.

Defendant denied the final request.

Plaintiff subsequently appealed all ten denials to the trial court and moved for preemptory reversal, claiming that Bayne's appearances before the board in his capacity \*402 as township supervisor amounted to an imposition of duress as a matter of law, in light of the fact that the township board, of which Bayne is a member, has powers of appointment over defendant. The trial court granted plaintiff's motion and granted the variance requests. Defendants now appeal.

## II. Standard of Review

Although "there is no single standard of review that applies in zoning cases," *Macenas v. Village of Michiana*, 433 Mich. 380, 394, 446 N.W.2d 102 (1989), we review the specific question presented in this case de novo as a question of law, *In re Jude*, 228 Mich.App. 667, 670, 578 N.W.2d 704 (1998).

## III. Analysis

Defendants contend that the trial court improperly granted plaintiff's motion for preemptory reversal because the township supervisor's appearances did not constitute an imposition of duress as a matter of law. We agree.

The trial court relied exclusively on *Barkey v. Nick*, 11 Mich.App. 381, 161 N.W.2d 445 (1968), and *Abrahamson v. Wendell (On Rehearing)*, 76 Mich.App. 278, 256 N.W.2d 613 (1977), to support its conclusion that Bayne's appearances imposed duress on defendant as a matter of law. In *Barkey*, a city commissioner with power of appointment over the zoning board of appeals represented his brother and sister-in-law before the board in their request for a special exception to use part of their property as a parking lot. *Barkey*, *supra* at 383, 161 N.W.2d 445. This Court ultimately determined that the city commissioner's appearance before the board constituted an imposition of duress as a matter of law. *Id.* at 385, 161 N.W.2d 445. Similarly, \*403 in *Abrahamson*, the township supervisor, possessing power of appointment over the zoning board of appeals, appeared before the board to request a variance. *Abrahamson*, *supra* at 280, 256 N.W.2d 613. At the time, the township supervisor served both as the representative for the parties requesting the variance and their contractor. *Id.* Relying on *Barkey*, this Court concluded that the township supervisor's appearance constituted an imposition of duress as a matter of law. *Id.* at 281-282, 256 N.W.2d 613.

Defendant argues that *Barkey* and *Abrahamson* are distinguishable from the instant case and that the trial court, therefore, erred by relying on them to conclude that Bayne imposed duress on defendant. We agree.

In *Barkey*, this Court stated that the appearance of the city commissioner in that case created: (1) "an abuse of trust



imposed by the assumption of public office”; (2) “a personal pecuniary interest conflicting with the fiduciary duty owed all members of the public”; and (3) “a doubt in the public mind as to the impartiality of the board’s action.” *Barkey*, *supra* at 385, 161 N.W.2d 445. The Court continued by stating that

[t]he presence of the city commissioner before the board brings with it the presence and powers of his office. It is basic to due process that in all judicial and quasi-judicial proceedings the deciding power must not seek to serve [interests] other than that of the voters, taxpayers, members of the general public, justice, and due process. *Id.* (emphasis in original).]

**\*\*556** The Court in *Abrahamson* likewise concluded that a conflict of interest existed between the township supervisor’s personal interest and public duty. *Abrahamson*, *supra* at 281, 256 N.W.2d 613. Without further intervening analysis, the Court stated: “Therefore, as a matter of law, the appearance by the supervisor before the body over which he had appointive powers, at least in part, must be deemed **\*404** an imposition of duress on the members of the zoning board of appeals and, as a result, the action of the board is void.” *Id.* at 281-282, 256 N.W.2d 613.

Unlike the officials in *Barkey* and *Abrahamson*, Bayne did not have a personal pecuniary interest in the outcome of the proceedings. We conclude that this distinction is crucial because of the extent to which the analysis in *Barkey* and *Abrahamson* relied on the conflict between the official’s personal interest and his public commitment. Although plaintiff contends that *Barkey* and *Abrahamson* apply despite this difference, we disagree. In neither case did this Court state that the same result occurs in the absence of a conflict of interest.

Additionally, the importance of the existence of a conflict

of interest to the conclusions reached in *Barkey* and *Abrahamson* is emphasized by the *Barkey* Court’s reliance on *Place v. Bd. of Adjustment of Borough of Saddle River*, 42 N.J. 324, 200 A.2d 601 (1964), and *Aldom v. Borough of Roseland*, 42 N.J.Super. 495, 127 A.2d 190 (1956). In these cases, the courts stressed that public officials must serve the public interest to the exclusion of self-interest. *Place*, *supra* at 332-333, 200 A.2d 601; *Aldom*, *supra* at 501-502, 127 A.2d 190. The court in *Aldom* stated, “[b]asically the question is whether the officer, by reason of a personal interest in the matter, is placed in a situation of temptation to serve his own purposes to the prejudice of those for whom the law authorizes him to act as a public official.” *Aldom*, *supra* at 502, 127 A.2d 190. Moreover, *Aldom*, upon which *Place* relied, addressed whether a councilman with a personal interest in the matter should have abstained from voting, *id.* at 500, 127 A.2d 190, and did not involve a public officer with powers of appointment over the voting body.

**\*405** In the present case, the township supervisor did not represent a personal interest but maintained his fidelity to the township’s citizens by commenting on the interests of the township. Accordingly, he did not serve an interest “other than that of the voters, taxpayers, members of the general public, justice, and due process.” *Barkey*, *supra* at 385, 161 N.W.2d 445. Moreover, by representing the township’s interests, he did not encourage the board members to serve an interest other than that which they were bound to serve. *Id.* Accordingly, we conclude that the instant case is not analogous to *Barkey* and *Abrahamson* and that the trial court, therefore, erred by concluding that Bayne’s appearances imposed duress on defendant as a matter of law.<sup>2</sup>

Reversed and remanded for proceedings consistent with this opinion. We do not retain jurisdiction.

#### All Citations

261 Mich.App. 399, 682 N.W.2d 553

#### Footnotes

<sup>1</sup> Throughout the remainder of this opinion, “defendant” refers to the board of zoning appeals.

<sup>2</sup> To the extent that plaintiff argues that Bayne imposed duress on defendant or unduly influenced defendant as a matter of fact rather than as a matter of law, plaintiff did not properly preserve this claim. *Fast Air, Inc. v. Knight*, 235 Mich.App. 541, 549, 599 N.W.2d 489 (1999).

# AGENDA NOTE

New Business: Item #

**MEETING DATE:** November 27, 2017

**PERSON PLACING ITEM ON AGENDA:** City Manager

**AGENDA TOPIC:** Consider nominations for appointments as Delegate and Alternate to represent the City with SEMCOG

**EXPLANATION OF TOPIC** As a municipality in the Southeastern area of Michigan The City is permitted to have a Delegate and an Alternate to attend and participate in meetings on issues related to the area and South Lyon.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

**POSSIBLE COURSES OF ACTION:** consider and make appointments/don't appoint and have not representation

**RECOMMENDATION:** Appoint a Delegate and Alternate to Semcog

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to appoint a Delegate and Alternate to Semcog

# AGENDA NOTE

New Business: Item #

**MEETING DATE:** December 11, 2017

**PERSON PLACING ITEM ON AGENDA:** Fire Chief Mike Kennedy

**AGENDA TOPIC:** Acceptance of \$150 donation

**EXPLANATION OF TOPIC:** The Maier family at 435 Amelia Circle, South Lyon 48178-8211 has made a \$150 donation to the fire department. The shift crew stopped by their residence to assist with celebrating their son's birthday. I would ask this donation be applied to account 335.880 "community promotions" to be applied towards the purchase of smoke detectors.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** None.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the \$150 donation from the Maier family at 435 Amelia Circle, South Lyon 48178-8211.

**RECOMMENDATION:** Approve the \$150 donation from Maier family.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the \$150 donation from Maier family.

Chief Collins & Officers -

Our thanks to all of you  
for your support and help  
in making our Lake Street  
Cruise In's a success.

Deb Cook &

The LSCF Committee



## Lloyd Collins

---

**From:** Linda Williams <linda.williams@saintjosephsouthlyon.org>  
**Sent:** Thursday, November 16, 2017 1:37 PM  
**To:** Lloyd Collins  
**Subject:** Thank you

Dear Chief Collins,

Thank you for providing the safety seminar yesterday morning. It was a good opportunity to meet with local law enforcement and faith leadership to learn and exchange ideas. I am grateful for every chance we get to recall and review basic safety procedures, as well as best practices for more extreme situations. It's a shame that such violence now seems to be a part of the fabric of our society, but since it is, I'd rather be aware and ready than clueless and unprepared.

Thank you for the support of the South Lyon Police Department.

Sincerely,

Linda Williams, Saint Joseph Parish Manager

**SOUTH LYON HISTORICAL COMMISSION MEETING  
WEDNESDAY November 1, 2017**

**MINUTES**

**Members Present:** Larry Ledbetter, Linda Ross, Gary Wickersham, Jim Race, Phil Weipert  
Bob Martin, Bob Tremitiere

**Members Absent:** None

**Others Present:** Carl Richards

**President Larry Ledbetter** called the meeting to order at 7:30 and declared a quorum.

**October Minutes:** Linda motioned to accept the October minutes. Bob Martin seconded and the motion passed.

**Cool Yule:** Larry said that plans are progressing. Linda said that we will have two porta potties. She would like to have the gazebo decorated before the dulcimer concert. Larry said that the electrical work would be done by Friday, Nov. 3. It was agreed to put up the holiday lights on the gazebo on November 20. Jim and Gary will help Larry. Linda said that Harvey Wedell is the Grand Marshall this year. She also said that there would be a 10 piece tuba band in the parade, and afterward they would play on the deck. The high school jazz choir will also perform from 7 to 7:30 in the chapel. Linda said that there is also a candy cane hunt scheduled for that evening on the lawn east of the historical village. Bob T was concerned about it being close to Pontiac Trail traffic. Phil suggested that it be held in the field across Dorothy street from the museum.

**Gazebo floor:** Bob said that Mark Crouch is nearly done with the step rebuild and selected board replacement. Since the OK to proceed was done via email, Bob requested a formal vote to get the project approval on the record. He motioned for approval, Phil seconded and the motion passed. Bob said that we will stain the boards next spring. We need to be sure that the DPW does not paint them. Jim said that we should replace the rest of the floor. Bob said that we will get an estimate to complete the replacement and should be able to do it after the next concert season. There may not be enough money in the budget to do it before the concert season, but there may be enough to repair the siding on the east side of the school.

**Gazebo finial:** Larry said that it has been ordered and should be delivered this week. We will see if the fire department can install it, but we may have to wait until the ground is frozen. We will also need a new disc under the weathervane to cover the point on the top of the roof which has no shingles.

**Chapel Steeple Screening:** Phil said that he has completed the project.

**Brick Sidewalk repair:** We agreed that this project will wait until spring. We will try to do it ourselves.

**Stone Pillars by Road:** Larry said that he would do the repair. Probably next spring when it is warm enough to use mortar.

**Furnace Maintenance:** Bob will talk to Jeff Bridson about doing it at least to the furnaces in the museum and freight house (the other buildings have no water to freeze and those furnaces are hard to access). Bob will also check to see if the furnace in the chapel has a filter. Carl said that we should consider blown in insulation to reduce our heating bills. Bob said that we might be able to do this in some buildings, but not in the chapel. There is some insulation in the other buildings, but we need to check to see how much. Phil wondered why we don't turn the thermostats down to 55. Linda said she did that last January in the chapel and school.

**Museum Open days:** At the last meeting Jim suggested, and it was voted, that we open on Saturday and Sunday instead of Thursday and Sunday. Reason was that we get many more visitors on weekends. There is concern about getting docents on Saturday. Jim said that he would docent on Saturday but doesn't want to do it on Thursday. Linda will ask Jack Renwick if he wants to continue to do Thursdays. It was agreed that the museum will not be open on Saturdays when there is a wedding scheduled.

**Other Business:**

-Larry said that Mark will winterize the sprinklers this week. Bob is concerned that someone keeps turning them off on the side of the shed. No one is sure who is doing it.

-Phil presented a very nice framed painting of the old grain elevator. A citizen who was cleaning out a relative's house gave it to Wixom City Hall, and Wixom gave it to Phil. Linda said it would look good on the wall above the bag stitcher that came from the elevator. Linda will send a thank you letter to Wixom.

-Carl said that the bottom of the handicap ramp needs repair. Bob will put it on the agenda for the next meeting.

**Business concluded,** the meeting was adjourned.

Minutes recorded by Bob Tremitiere, secretary

Minutes submitted by Larry Ledbetter, president